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NEGOTIATED AGREEMENT

between the

WELLINGTON EDUCATION ASSOCIATION

and the

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

JULY 1, 2025

TO

JUNE 30, 2028

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NEGOTIATED AGREEMENT BETWEEN THE WELLINGTON EDUCATION ASSOCIATION AND THE WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

ARTICLE I – RECOGNITION

A. The Wellington Exempted Village School District Board of Education (hereinafter referred to as the Board) recognizes the Wellington Education Association, an OEA/NEA local (hereinafter referred to as the Association), as the exclusive bargaining representative for all certified teachers. Substitutes, aides, tutors, psychologists, non-certified personnel, and all administrative and supervisory staff are specifically excluded from the bargaining unit.

B. No Association member will also serve as an administrator or supervisor with the authority to evaluate or provide input into another member's evaluation, or play any role in the discipline of another bargaining unit member.

C. Part-time Definition: Part-time employees shall be those that work less than seven (7) hours or who work less than the minimal standard one hundred twenty (120) workdays in a work year.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Either the Association or the Board may initiate negotiations by letter of submission to the other party no earlier than January 15 in the year the contract expires. The party receiving the intent to bargain letter shall respond within ten (10) working days. The parties will then mutually establish the date for the first negotiations meeting. At any negotiating session, either party may be represented by no more than five (5) representatives.

B. Each party shall present its initial proposal in its entirety at the first regular negotiating session. Thereafter, new items may be presented only upon the consent of the other party. Counterproposals may be presented at any negotiating session.

C. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of fifteen (15) days or until the expiration date of the Agreement, whichever is less, unless an extension of time is mutually agreed upon.

D. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in O.R.C. §4117.

E. The time and dates for bargaining shall be by mutual agreement.

ARTICLE III – EMPLOYMENT RIGHTS

3.01 Teacher Rights

The following rights apply to all teachers employed under regular teaching contracts by the District:

A. The Board will follow the provision of the Ohio Revised Code relevant to the issuance of regular teaching contracts except that a bargaining unit member shall be required to sign said teaching contract.

B. Teachers who are not eligible for continuing contract status will be granted one year limited contracts. Multi-year contracts as described in R.C. 3319.08 may be granted by mutual agreement of the Superintendent and teacher.

C. An employee who believes that he or she is eligible for continuing contract status tenure must inform the Superintendent in writing of his or her eligibility on or before September 15th of the school year in which the employee is eligible for consideration so long as it is at the end of the current contract; otherwise he/she must wait until it is the last year of the current contract to submit eligibility in writing to the Superintendent. If an employee fails to give notice to the Superintendent in accordance with this section, the employee is eligible to receive only a one (1) or two (2) year extended limited contract. That employee must re-submit his or her information to the Superintendent at or near the expiration of said limited contract in accordance with this section for consideration thereafter. The provisions of this section take precedence over and supersede O.R.C. §3319.11.

a. Current contract is up for renewal.

b. Teacher must hold a professional educator license, senior professional educator license, or lead professional license.

c. The teacher has held an educator license for at least seven (7) years.

d. The teacher has completed either of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

ii. If the teacher 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.

e. The teacher must have taught within the District for at least three (3) out of the last five (5) years.

D. All teachers shall have free admission to all regularly-scheduled home athletic events. If performing an assigned duty, a teacher shall be allowed free admission for all immediate family member(s). (This excludes OHSAA tournament games.)

E. The Board shall provide space in each school building for a teachers' lounge.

F. It is the responsibility of all teachers to maintain all teaching certificates and licenses required for employment.

G. Personal telephone calls will be limited to urgent necessity and will not interfere with teaching duties.

H. The Board will take no reprisals against teachers for the participation in any of its lawful activities. Neither will the Association take such reprisals against any employee of the Board.

I. No teacher will be employed by the Board with the condition that he/she agree to waive his/her contractual rights prior to receiving a contract, except that notification time limits found in Article XV – Reduction In Force shall be waived for teachers employed in positions funded by State or Federal grants.

J. The Board shall provide every teacher, upon request, a key to that teacher's assigned building, classroom, and copier room.

3.02 Association Rights

The following sole and exclusive rights shall be granted to the Association:

A. The Association shall be granted use of the bulletin board in the teachers' lounge in the school system.

B. The Association shall be granted use of school buildings and facilities pursuant to the building use permit procedure.

C. The President of the Association shall have the opportunity to speak to new teachers during the new teacher orientation program.

D. The Association shall be permitted to use teacher mail boxes and the inter-school mail system.

E. The President of the Association shall be provided with the names of newly hired teachers by the Superintendent or designee by August 15 of each year. As teachers retire or resign, the President of the Association shall be notified of the member's name, position, and date of resignation/retirement as soon as the District is notified.

F. The President of the Association shall be provided with the Board's Agenda, approved minutes, and other documents given to the Board's representatives at the same time said information is mailed to the Board.

G. The Association through its President or his/her designee shall be allowed to visit the schools. Upon his/her arrival, he/she shall notify the principal of his/her presence. The visits to the schools must not interfere with duties assigned by the Board and the Administration or with the educational program of the school.

H. 1. The Association shall be granted unpaid Association leave for the purpose of carrying out the business of the Association, not to exceed a unit total of eight (8) days per school year. The Superintendent shall be notified at least five (5) workdays in advance of Association leave. All Association leave days will be approved by the President of the Association. Employees shall turn in a form for Association Leave to the Treasurer's Office indicating the days of leave and that the Association President has approved the leave.

2. Leave for essential parties for arbitration or SERB hearings and bargaining during the school day will be documented as professional leave in the electronic reporting system.

3.03 Superintendent's Council

A. The Association President and one (1) Association Representative elected by each building staff shall serve on an Advisory Council to meet with the Superintendent, principals, supervisors and Treasurer. The Council shall meet monthly at a mutually agreed time and place (October through April). Additional meetings shall be scheduled as deemed necessary by the members of the Council.

B. The purpose of the Council will be to review and discuss current educational concerns and problems. This Council shall not make changes in Board policy nor will it consider subjects which are mandatory subjects of bargaining according to the contract or O.R.C. §4117.

C. The agenda will be developed jointly by the Association President and the Superintendent, and one member of the committee shall be responsible to make a

record of any decisions reached by the Council. A copy of this record shall be provided to both the Superintendent and the Association President prior to the next meeting.

3.04 Equal Rights

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all teachers without regard to race, color, religion, sex, or national origin.

3.05 Teacher Authority

A. Student Behavior – During each school year, the administration and faculty of each building will mutually develop or review a student handbook in conjunction with Board Policy.

ARTICLE IV – BOARD RIGHTS

The Board hereby retains and preserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically abridged by the Negotiated Agreement or by O.R.C. §4117 whether they be inherent or conferred upon and vested in by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system, its properties and facilities, and of the work-related activities of its teachers.

B. To hire all teachers and to determine qualifications and conditions for continued employment, dismissal, and demotion; and to promote and transfer all such teachers.

C. To establish grades K-12 and courses of instruction, including special programs; and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE V – GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible and that all proceedings will be handled in a confidential manner.

5.02 Definitions

A. Grievance shall mean a claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language of the negotiated agreement.

B. Class Action Grievance shall be a grievance that affects more than one (1) teacher in the bargaining unit.

C. Grievant shall be the Association or teacher(s) initiating the grievance.

D. Appropriate Supervisor, for purposes of this article, shall mean the lowest level administrator having the authority to resolve the grievance.

E. Days shall mean actual workdays during the school year. During the summer, when school is not in session, days shall be Monday through Friday, excluding holidays.

5.03 Procedure

A. Step I – Within twenty (20) days of when the grievant knew or should have known of the act giving rise to the grievance, the grievant shall discuss the situation with the appropriate supervisor and attempt to resolve the grievance informally.

B. Step II – If the grievance is not resolved during the informal step, the grievant may file a written grievance with the appropriate supervisor within five (5) days of the informal meeting at Step II. The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and administrator may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate Supervisor shall forward his/her written response to the Association President or grievance representative and the grievant.

C. Step III – If the Association and grievant are not satisfied with the appropriate supervisor's response at Step II, the Association representative or grievant may

file a written form within ten (10) days to proceed to Step III. Within ten (10) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and Administrator may present evidence to sustain their positions.

Within ten (10) days after the meeting, the Superintendent or his/her designee shall provide a written response to the Association and grievant. If the Superintendent was the administrator rendering the disposition in Step II, then this step will be waived.

D. Step IV – If the Association is not satisfied with the Step III response, the Association shall, within ten (10) days of receipt of the Step III response, notify the Superintendent of its intent to proceed to arbitration.

5.04 Selection of the Arbitrator

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

5.05 Authority of the Arbitrator

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

5.06 Costs of Arbitration

The costs of the hearing room shall be shared equally by the Board and the Association. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing.

5.07 Miscellaneous

A. All communications regarding grievances shall be reduced to writing. Such communications shall be either hand delivered with a request for a signature or mailed by certified mail, with a return receipt requested.

B. Meetings and hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all qualified persons

to attend. All parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

C. No reprisals or recriminations shall be taken against any teacher who files a grievance or who takes part in a grievance

D. A grievance may be withdrawn in writing by the Association at any time without prejudice.

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

F. The Association has the exclusive right to file grievances, decide whether to proceed to the arbitration step of the grievance procedure, and to be present for the adjustment of any and all grievances.

G. Grievance forms shall be exhibited in Appendix B of this contract.

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

I. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.

J. Failure of the administration to comply with the timelines shall result in the grievance being advanced to the next step.

ARTICLE VI – LEAVES

Each employee is required to use the Board-approved leave program to apply for any type of leave.

6.01 Assault Leave

A. The Board shall grant assault leave to a teacher for physical injuries and/or mental injuries from a physical attack occurring within the course of employment and resulting in the teacher's inability to perform assigned duties. Assault leave shall not exceed sixty (60) days.

B. The teacher will be maintained on full pay status, minus workers' compensation or other disability compensation.

C. The attending physician must furnish a certificate stating the nature of the disability and reasons that the disability prevents the teacher from returning to

work. To qualify for compensation for assault leave, the teacher or his/her designee must do the following:

1. File a written report with the Superintendent within one (1) day of the assault or as soon as the member is physically capable of submitting said report, stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses.

2. Cooperate with law enforcement officials and the prosecutor investigating the incident resulting in the disability and in preparing and prosecuting any case brought as a result of the incident.

6.02 Sick Leave

A. Each teacher shall be entitled for each completed month of service to one and one-quarter (1-1/4) days of sick leave per month to a maximum of fifteen (15) days per year. Sick leave is awarded in accordance with O.R.C. §3319.141.

B. A teacher who transfers from a public agency or an Ohio public school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to three hundred (300) days for the duration of the contract. The maximum accumulation will be three hundred (300) days for the duration of the contract.

C. Teachers will use sick leave upon electronic reporting system input that then notifies their building administrator(s) for absence because of illness, injury, exposure to contagious disease, and illness in the employee's immediate family. The immediate family encompasses: spouse, child, father, mother, stepmother, stepfather, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, stepchild, legal guardian, or any dependent person residing in the same household as the teacher.

Notice of a doctor appointment shall be provided at least five (5) days in advance except in extenuating circumstances when the notice shall be provided as soon as possible.

Except in extenuating circumstances that occur after the electronic reporting system no longer accepts absences for that day, notice of a daily illness shall be provided to the building administrator via a text message or a direct phone call as soon as possible prior to the start of the school day.

D. The Administration may require that sick leave of more than three (3) consecutive days be substantiated by a physician's statement confirming that the employee is too ill to work.

6.03 Unpaid Leave of Absence

A. Upon a teacher's written request made at least thirty (30) days, if possible, prior to the commencement of the leave, the Board shall grant a Leave of Absence for a period of one (1) year for personal or family illness, childcare, maternity/paternity leave, or disability.

Upon medical proof of the existence of an emergency, the Superintendent shall waive the thirty-day (30) notice requirement.

B. During such leave, the teacher, upon his/her request, shall continue to be in the existing insurance benefit programs. The cost for this coverage is to be paid by the teacher no later than the twentieth (20th) day of each month in advance to the office of the Treasurer at the contracted premium rate charged to the Board.

C. A teacher on an unpaid leave of absence must, prior to April 1st, provide a written notification to the Superintendent of his/her intention to return or not to return or to request an extension of the leave. Failure to notify by April 15th shall be processed as an intent not to return to employment and shall be considered a resignation by the teacher. The Board shall vote to accept said actions of the teacher as a resignation. Upon return to active service, the teacher shall resume the contract status held prior to such leave. The teacher shall be reinstated to the same or similar position he/she held at the time of the leave.

D. A teacher requesting a leave of absence for a second year shall be granted said medical leave and may have it granted for the purpose of childcare.

E. Placement on a leave of absence shall not preclude or prevent a teacher from being reduced in force in accordance with Article XV of this Agreement.

F. Teachers on an unpaid leave of absence shall not be eligible to accumulate sick leave days or any other benefit beyond those provided under the FMLA, unless they have worked at least one (1) day during the current calendar month.

G. Upon full use of available and eligible benefits under the FMLA, COBRA benefits may be available.

6.04 Professional Leave

A. The Board (or its designee) may grant at its sole discretion a paid leave of absence for professional development of the teacher. The Board must authorize by resolution as soon as practical.

B. Application for professional leave shall be made in writing prior to the requested leave. Said application shall describe the nature of the program and its relation to the professional development of the teacher.

C. The Board may at its sole discretion pay the reasonable expenses of the applicant for professional development. Written request for reimbursement for expenses shall be made along with the application for leave and shall include an estimate of expenses.

D. Any teacher attending a seminar, conference, workshop, etc. may be required to present a short summary to his/her colleagues at a staff meeting/teacher in-service.

6.05 Sabbatical Leave

A. Pursuant to O.R.C. §3319.131, the Board, upon written request, may grant a teacher a leave of absence of one (1) or two (2) semesters for professional academic study. The following provisions shall govern sabbatical leave:

1. A member of the full-time staff shall have completed five (5) consecutive years of experience in the Wellington Exempted Village School District at the time of the written request.

2. A plan for professional growth shall be submitted to the Superintendent for approval.

3. Teachers on sabbatical leave shall be unpaid.

4. Teachers on sabbatical leave shall be given an employment contract for the year of leave.

5. Upon conclusion of the leave, the teacher shall present evidence that the plan for professional growth was followed. The teacher shall return to the District for at least one (1) complete school year following completion of the leave.

B. Application for unpaid sabbatical leave shall be made to the Board at least ninety (90) days prior to the requested leave. Said application shall be in writing and shall contain a plan for professional growth approved by the Superintendent.

C. Seniority rights shall be preserved for teachers on leave. Returning teachers will be assigned a similar position, if available.

D. If permitted by the insurance carrier, teachers on sabbatical leave may elect to continue insurance coverage under any of the group plans provided to bargaining unit members by paying the appropriate premium rate to the Treasurer prior to the month in which it is due.

6.06 Jury Duty Leave

When it becomes necessary for a teacher to accept jury duty, he/she shall be paid his/her regular salary for the time spent serving jury duty upon production of adequate proof of jury service. Any check received by the teacher from any court as compensation for such jury service shall be endorsed and made payable to the Wellington Exempted Village School District within three (3) days of receipt. If the jury duty check includes mileage, it is the responsibility of the teacher to reimburse the Board with a personal check or money order for the jury duty compensation accompanied by a copy of the court check stub. Failure to deliver such check to the Board shall result in the deduction of pay for all time missed as a result of jury duty. Jury duty leave shall not be deducted from any other type of leave.

6.07 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code and Uniformed Services Employment and Re-employment Act of 1994, 38 U.S.C. Sections 4301-4333.

6.08 Absence Without Pay

A teacher may request to be absent without pay for up to three (3) days in each school year. Such requests shall be approved, subject to the following conditions:

A. A written request specifying the days to be absent shall be submitted by a teacher at least five (5) workdays in advance of the absence.

B. The teacher's pay shall be adjusted for the next ensuing payday by deduction of 1/186 of annual salary for each day of absence.

6.09 Family and Medical Leave Act

The District will follow current FMLA language as written or amended.

6.10 Personal Leave

A. Each employee will be granted four (4) days of unrestricted personal leave per year.

B. Personal leave shall not be used during the first and last five (5) workdays of each school year, or to extend a vacation break by more than one (1) day, except for unforeseen circumstances as approved by the Superintendent.

C. Written application must be properly completed and submitted to the Superintendent or designee.

D. Personal leave shall not be taken to earn money or be employed with another job.

E. Unused personal days and previously banked personal days for current employees shall accumulate and be converted to sick days at the end of each school year. For those who are at max accumulation of 300 sick days, unused personal days will be paid to the teacher at the per diem rate at the end of each school year.

F. Restrictions

1. Personal leave shall not be used during the first and last five (5) workdays of each year except for personal illness or for unforeseen circumstances.

   Unforeseen circumstances shall require prior approval by the administration.

2. Personal leave shall be restricted to two (2) consecutive days, except for personal illness.

3. Should more than three (3) (Westwood), three (3) (Wellington High School), and four (4) (McCormick) teachers schedule personal leave for reasons other than personal illness of a specific date, approval shall be granted on a first-come basis.

4. Abuse and/or misrepresentation of personal leave use shall result in disciplinary action as outlined under Article IV – Minor Violations in the Board Policy Manual

5. Personal leave shall not be taken to earn money or to be employed in another job, nor shall such leave be used by a teacher for financial benefit.

6.11 Bereavement Leave

A. The intent of bereavement leave is to provide teachers the ability to make arrangements as well as to provide adequate travel and grieving time for a death in the immediate family.

B. Up to five (5) days can be used for bereavement leave, for the 2025-2026 contract year, three (3) of the five days will be charged to sick leave.

- For the 2026-2027 contract year, four (4) of the five (5) days will be charged to sick leave.

- Beginning the 2027-2028 contract year, all of the five (5) days will be charged to sick leave.

Any additional need for bereavement leave under this provision shall be charged to sick leave.

C. Immediate family is defined to include the following: spouse, child, father, mother, stepfather, stepmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle, grandchild, stepchild, legal guardian, dependent person, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

D. Abuse of bereavement leave shall consist of the following:

1. Knowingly applying for bereavement leave when none of the above criteria are met.

2. Knowingly falsifying bereavement leave forms.

3. Using bereavement leave for purposes other than the criteria above.

E. Proven abuse of bereavement leave shall fall under the same regulations as abuse of sick leave as defined by the Ohio Revised Code.

6.12 Catastrophic Leave

A. When a certificated/licensed employee has exhausted all of his/her accumulated Sick Leave and sick leave advance, he/she may be entitled to Sick Leave days from the Sick Leave Bank for qualifying catastrophic personal injury or serious long-term physical illness in accordance with the following provisions. For purposes of this article, "catastrophic" shall mean a seriously debilitating or life-threatening illness or injury and shall not include a normal pregnancy.

B. Each year there shall be a window of opportunity for enrollment in the catastrophic leave bank. Those wishing to participate shall give notice in writing to the Superintendent's office by September 15th for current teachers, or within thirty (30) days of hire for new teachers.

C. To be eligible to participate, a teacher must contribute one (1) day of accumulated sick leave, which will be docked from the teacher's sick leave total, and which will be placed in the catastrophic leave bank. Banked days will be available to any teacher who has participated in the bank that year. (See Appendix D.)

D. Prior to drawing days from the bank, the teacher must make application to the Superintendent and must provide a doctor's statement certifying the extreme medical emergency. (See Appendix C for form.)

E. Any time there is a dispute as to the extreme medical emergency, the Superintendent may request a second opinion from a physician chosen and paid for by the Board.

F. The Sick Leave Bank is not available for disability associated with the normal course of pregnancy and childbirth, however, medical complications which would otherwise qualify are not prohibited. Employees seeking donation of sick leave for complications due to pregnancy and/or complications associated with childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

G. Recuperation from surgeries or from other procedures which could have otherwise reasonably been scheduled for dates occurring during school vacation periods will not qualify for Sick Leave Bank donation. Teachers whose sick leave has been depleted by casual and intermittent use of available leaves shall not qualify for this benefit.

H. If the bank total falls below fifteen (15) days at any point during the school year, each teacher will be asked to contribute one (1) additional day for continued participation for the remainder of the year. Only those teachers wishing to contribute one (1) additional day will be eligible for continued participation for that school year.

I. Sick leave day(s) contributed to this bank shall continue to accumulate and shall roll over from one school year to the next.

J. The Treasurer/designee shall update the Association President on a quarterly basis as to the number of days in the Catastrophic Leave Bank.

6.13 Maternity/Paternity Leave

A. An expectant teacher and/or spouse may use accumulated sick leave for an absence due to the birth or adoption of a child. Up to forty (40) consecutive workdays immediately following the birth, or upon custody of a child may be charged against accrued sick leave without a physician's statement. Sick leave used beyond the forty (40) consecutive workday limit must be supported by a physician's statement. The teacher shall notify the Principal as soon as possible of the anticipated need for this leave, but in no case shall less than thirty (30) days notice be provided. The notice does not require a precise date for the leave to begin. Immediate leave will be granted in emergency circumstances or as required by a physician.

B. Teachers for whom sufficient sick leave is not available to cover this period of sick leave due to pregnancy and/or adoption shall be entitled to an unpaid leave of absence for that portion not covered by sick leave, not to exceed forty (40) consecutive workdays. Extension beyond the forty (40) consecutive workday

period shall be granted upon the receipt of a statement by the employee's attending physician that the employee is unable to perform his/her assigned duties.

C. Prior to returning to duty, the employee shall furnish a signed statement from the attending physician that the employee is able to return to her/his assigned duties without restrictions.

D. Teachers on paid leave due to the birth of a child and/or adoption shall be entitled to normal fringe benefits provided and shall be reinstated to the same assignment held immediately prior to leave.

E. Leave authorized pursuant to this section shall be concurrent with any right to FMLA leave as provided in section 6.09.

ARTICLE VII – PAYROLL PROCEDURES

7.01 Salary

A. The following Bachelor's Degree base salaries shall be in effect during the term of this contract:

2025-2026	4.55%
2026-2027	2.5%
2027-2028	3.0%

B. The base salary shall increase in any year if such increase is necessary for the meeting of the state minimum base salary schedule.

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Teaching Exp	BA	5 yr/ BA+15	BA+30	MA	MA+15	MA+30
0	1.000	1.020	1.050	1.090	1.095	1.120
1	1.049	1.069	1.102	1.145	1.152	1.180
2	1.098	1.118	1.154	1.200	1.209	1.240
3	1.149	1.167	1.206	1.255	1.266	1.300
4	1.196	1.216	1.258	1.310	1.323	1.360
5	1.245	1.265	1.310	1.365	1.380	1.420
6	1.294	1.314	1.362	1.420	1.437	1.480
7	1.343	1.363	1.414	1.475	1.494	1.540
8	1.392	1.412	1.466	1.530	1.551	1.600
9	1.441	1.461	1.518	1.585	1.608	1.660
10	1.490	1.510	1.570	1.640	1.665	1.720

11	1.539	1.559	1.622	1.695	1.722	1.780
12	1.588	1.608	1.674	1.750	1.779	1.840
13	1.637	1.657	1.726	1.805	1.836	1.900
15	1.686	1.706	1.778	1.860	1.893	1.960
20	1.735	1.755	1.830	1.915	1.950	2.020
25				1.970	2.007	2.080

C. The training columns shall reflect the following educational training:

BA — A teacher who has received a Bachelor's Degree from an accredited college.

5yr/ BA+15 — A teacher who has received a Bachelor's Degree with one hundred fifty (150) or more undergraduate hours or a teacher who has earned fifteen (15) graduate hours after receiving a Bachelor's Degree.

BA+30 — A teacher who has earned thirty (30) graduate hours after receiving a Bachelor's Degree.

MA — A teacher who has earned a Master's Degree.

MA+15 — A teacher who has earned fifteen (15) graduate hours after a Master's Degree.

MA+30 — A teacher who has earned thirty (30) graduate hours after a Master's Degree.

All additional training or credits accumulated must have prior approval of the LPDC Committee and be coursework based on an IPDP or related to the bargaining unit member's assignment in the District. To be eligible for column movement, such coursework shall be credit that qualifies for credit in an advanced degree program (MA or Ph.D. Program) or related to a member's area of licensure.

7.02 Payroll Deductions

The Treasurer of the Board, upon signed authorization by the employee, shall provide payroll deduction options to teachers for participation in the following:

A. Professional Dues

When payroll deduction for professional dues is authorized, one-tenth of the total amount of dues will be scheduled for deduction beginning with the second pay period in September. If desired, this method of payment for professional dues must be requested on the necessary form. The completed form must be in the

office of the Clerk-Treasurer no later than ten (10) days prior to the second pay period in September.

B. Tax Sheltered Annuities

Participation in a tax-sheltered annuity is available through various insurance companies. Guidelines have been set up to facilitate the handling of this payroll deduction, which is made and deposited every biweekly pay period. These include the following:

- Each new company must have five (5) subscribers, and deductions can start only with the first pay of September and February of each school year.

- Annuity changes can be made at any time with two (2) weeks advance notice to the Treasurer.

- Annuity changes must follow IRS regulations and the District's 403B Plan.

C. Endowment Fund

Participation in the Endowment Fund is available to teachers through payroll deduction.

D. Other

Payroll deduction for The Ohio Fund shall be made available.

7.03 Extracurricular Pay Dates

A. Extracurricular pay shall be paid twice each season for sports: midway according to the number of scheduled contests and at the end of all duties. For the duration of the contract, *supplemental pay dates shall be listed in the Appendix.**

1. Year-round activities shall be paid at the end of each semester.

2. A calendar of dates shall be submitted to the Treasurer by the Principal and Athletic Director.

3. Supplemental pay dates shall be specified by the first day of school and shall be scheduled on the first regular pay date occurring closest to the midway point and at the conclusion of the season for each sport. The final pay date shall be contingent upon completion of all assigned duties. No supplemental activity will be considered to have concluded until all financial (if applicable) and activity accounts (if appropriate) are

submitted and the equipment and materials used have been accounted for and/or returned to the Principal or Athletic Director by the coaches or advisors involved in the activity.

4. Any coach or advisor who does not fulfill his/her duties for ten (10) consecutive calendar days or more will have his/her supplemental contract prorated.

B. Teachers employed in extended time positions shall be compensated at their per diem rate for all days contracted to work beyond the scheduled work year.

7.04 Pay Periods

A. Teachers will be on twenty-six (26) equal pay plan. When the calendar results in twenty-seven (27) pay periods, the Treasurer may adjust pay periods to ensure that teachers are paid in twenty-six (26) pay periods for that year.

B. All pay stubs will be made available to all employees through email and the Board-approved leave program.

C. All teachers shall be mandated to participate in the direct deposit plan.

D. A list of pay dates will be provided in Appendix E for the years covered by this Agreement.

7.05 Reimbursement for Professional Advancement

If any additional training or credits accumulated during the summer and not currently on file are sufficient to meet requirements for a higher salary or increment, they must be submitted prior to September 15th as specified by Ohio law in order to meet requirements for increased salary for the current school year. All additional training or credits accumulated must have prior approval of the LPDC Committee and be coursework based on an IPDP or related to the bargaining unit member's assignment in the District. Certificates must also be filed as required by Ohio Statute.

7.06 Reimbursement for Tuition

A. Reimbursement for expenses incurred for additional training will be reimbursed to teachers at the rate of three hundred dollars ($300.00) per graduate semester hour. The total shall not exceed one thousand two hundred dollars ($1200.00) per teacher per year.

Reimbursement shall be subject to the following conditions:

1. The course(s) shall be completed while employed by the Board.

2. The bargaining unit member shall remain with the school for one (1) year after the reimbursement was received. If a member chooses to leave, he/she is responsible for the repayment of the tuition reimbursement. This shall not apply to members on approved leaves of absence or members affected by a reduction in force.

3. Reimbursement shall be for graduate hours. Reimbursement shall be for coursework related to the bargaining unit member's assignment.

4. The coursework must have the prior approval of the Superintendent and the LPDC Committee. The coursework must be from an accredited college or university approved by The Ohio Department of Education and/or listed in the "Higher Education Directory for Teacher Education."

5. The bargaining unit member must receive a grade of "C" or better in graduate level courses to be eligible for tuition reimbursement.

6. Reimbursement shall be provided only for those courses paid for exclusively by the teacher. For seminars and workshops where graduate credit is available, the additional fee for such credit shall be reimbursable.

7. The reimbursement cycle shall be from July 1 through June 30. The teacher shall submit an expense claim, prior approval form, valid transcript of the credits and proof of tuition payment to the Office of the Treasurer by October 1, e.g., a receipt, a cancelled statement or credit card statement. Payment will be made on second payment in November in the form of a separate check as this is a reimbursement and no taxes, STRS, or medicare wages should be taken out.

8. The Board shall budget thirty thousand dollars ($30,000) per school year. When total membership reimbursement exceeds these budgeted amounts, the rate will be prorated for equitable distribution.

9. Tuition reimbursement shall not be available for repeated courses. Credit for movement on the salary schedule shall not be given for repeated courses.

B. Exceptions to conditions of this section shall have prior written approval of the Superintendent.

C. To be eligible for column movement, such coursework shall be credit that qualifies for credit in an advanced degree program (Master's Degree or Ph.D. Program) or advanced coursework in the area of licensure.

7.07 Severance Pay

A. Teachers who have five (5) or more years of service in the Wellington Exempted Village School District and meet the requirements of Section 3307.58 of the Ohio Revised Code, may elect at the time of retirement from the Wellington School District to be paid for one-third (1/3) of the value of accrued but unused sick leave credit not to exceed one hundred (100) days. Such payment shall be based on the teacher's daily rate of pay at the time of retirement, exclusive of supplemental salary. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to the teacher. Payment shall be made within sixty (60) days of retirement provided the teacher has provided the Treasurer an STRS pay stub.

B. Severance pay shall be payable as a death benefit governed by the provisions in 7.01(A). In the event that payment hereunder is paid because of the death of a teacher, payment shall be made to the estate of the teacher.

C. Unused personal days shall be converted to sick leave for purposes of severance pay.

D. If the employee notifies the Superintendent in writing by March 1 of the year of the employee's retirement date, the employee will receive five hundred dollars ($500) as part of their severance.

E. Retirement Incentive

Employees retiring at first year of eligibility with full unreduced benefits from STRS shall be entitled a cash payment of ten thousand dollars ($10,000). This shall expire at the end of the contract unless extended by mutual agreement.

7.08 Supplemental Pay

A. Anyone that held a supplemental contract during the 2015-2016 school year that continues that supplemental contract beyond the 2015-2016 school year will proceed through the 2013-2016 supplemental salary schedule for the duration of the 2022-2025 negotiated agreement. The current year's base salary for each year of the 2022- 2025 negotiated agreement will be used for the salary calculations.

B. At the end of the 2024-2025 school year, anyone that held a supplemental contract during the 2015-2016 school year that was above step 5 on the 2013-2016 supplemental salary schedule will remain at the supplemental level of experience they were receiving at the end of the 2024-2025 school year until such time as he/she no longer carries that supplemental contract. The current year's base salary in the current negotiated agreement will be used for the salary calculations.

C. Any new supplemental contracts awarded to the District will follow the supplemental salary schedule as outlined in Article VII, Section 7.08(D)(2).

D. Supplemental pay shall be the following portions of the BA-0 in effect each year. Teachers shall receive credit for previous years of relevant experience for all supplemental contracts.

1. Athletic Contracts

Experience	0-1	2-3	4-5	6-7	8+
Head Varsity Football	.147	.168	.189	.210	.231
Asst. Varsity Football	.105	.120	.135	.150	.165
Jr. High Football	.081	.093	.104	.116	.127
Jr. High Asst. Football	.073	.084	.094	.105	.115
Head Varsity Basketball	.147	.168	.189	.210	.231
Asst. Varsity Basketball	.105	.120	.135	.150	.165
9th Grade Basketball	.081	.093	.104	.116	.127
8th Grade Basketball	.073	.084	.094	.105	.115
7th Grade Basketball	.070	.080	.090	.100	.110
Head Varsity Wrestling	.137	.155	.173	.190	.208
Asst. Varsity Wrestling	.095	.108	.120	.133	.145
Head Jr. High Wrestling	.081	.093	.104	.116	.127
Asst. Jr. High Wrestling	.073	.084	.094	.105	.115
Head Varsity Baseball/Softball	.135	.155	.174	.194	.213
Asst. Varsity Baseball/Softball	.103	.118	.133	.147	.162
JV Baseball/Softball	.099	.112	.124	.137	.149
Head Track	.135	.155	.174	.194	.213
Asst. Track	.103	.118	.133	.147	.162
Jr. High Track	.099	.112	.124	.137	.149
Golf	.084	.096	.109	.121	.133
Golf Assistant	.064	.073	.083	.092	.101
Head Cross Country	.084	.096	.109	.121	.133
Cross Country Assistant	.064	.073	.083	.092	.101
Head Varsity Soccer	.135	.155	.174	.194	.213
Asst. Varsity Soccer	.103	.118	.133	.147	.162
Head Varsity Volleyball	.135	.155	.174	.194	.213
Asst. Varsity Volleyball	.103	.118	.133	.147	.162
JV Volleyball	.099	.112	.124	.137	.149
8th Grade Volleyball	.081	.093	.104	.116	.127
7th Grade Volleyball	.081	.093	.104	.116	.127
Bowling	.084	.096	.109	.121	.133
Head Cheer Coach H.S. (Football)	.084	.096	.109	.121	.133
Head Cheer Coach H.S. (Basketball)	.084	.096	.109	.121	.133
Asst. Cheer Coach HS (Football)	.064	.073	.083	.092	.101
Asst. Cheer Coach HS (Basketball)	.064	.073	.083	.092	.101
Middle Cheer Coach Football	.056	.065	.073	.082	.090
Middle Cheer Coach Basketball	.056	.065	.073	.082	.090

2. Other Supplemental Contracts

Experience	0-1	2-3	4-5	6-7	8+
Elementary Music (K-3) (Vocal – Extended Activities	.039	.041	.044	.046	.048
Elementary Music (4-6) (Vocal – Extended Activities)	.039	.041	.044	.046	.048
Elementary Music (5-6) (Instrumental Ex. Activities)	.039	.041	.044	.046	.048
High School Choir (Extended Activities)	.054	.057	.059	.062	.064
Junior High Choir (Extended Activities)	.036	.039	.043	.046	.049
National Honors Society	.035	.037	.040	.042	.044
High School Student Council	.051	.054	.057	.060	.063
High School Newspaper Adv.	.033	.035	.038	.040	.042
Jr. High Student Council	.033	.035	.038	.040	.042
H.S. Class Advisor (Fresh.)	.026	.028	.030	.032	.034
H.S. Class Advisor (Soph.)	.036	.039	.043	.046	.049
H.S. Class Advisor (Junior)	.054	.057	.059	.062	.064
H.S. Class Advisor (Senior)	.033	.036	.040	.043	.046
Club Advisor	.025	.029	.034	.038	.042
H.S. Drama Advisor	.035	.040	.044	.049	.053
H.S. Asst. Drama Advisor	.025	.029	.033	.037	.041
McCormick Drama Advisor*	.023	.027	.031	.034	.038
McCormick Asst. Drama Advisor*	.013	.017	.021	.024	.028
Academic Coach	.035	.040	.045	.050	.055
AV Software – H.S.	.032	.034	.036	.038	.040
AV Software – Jr. High	.032	.034	.036	.038	.040
Team Leader	.077	.080	.083	.085	.088
Resident Educator Coordinator	.077	.080	.083	.085	.088
Instrumental Music Director (plus 20 days at daily rate of pay)	.057	.059	.060	.062	.063
Instrumental Music Assistant (plus 10 days at daily rate of pay)	.043	.044	.045	.046	.047
Yearbook Advisor	.077	.081	.084	.088	.091
Yearbook Advisor (without free period)	.103	.108	.112	.117	.121
Middle School Memory Book Advisor	.040	.046	.053	.059	.065
Comm. Dramatics (per play)*	.059	.062	.066	.069	.072
Comm. Asst. Dramatics (per play)*	.040	.042	.045	.047	.049
Pep Band Director (per game)	.003	.003	.003	.003	.003
Leadership Planning Chair	.033	.035	.038	.040	.042
LPDC Chair	.042	.048	.055	.061	.067
Resident Educator Mentor	.021				
Buddy	.011				

*Not to exceed 2 plays in H.S. and 1 play in M.S.

- Junior varsity coaches will be filled as needed and approved by the Superintendent.
- The total number of coaches shall be based on safety and supervision with consideration given to fiscal responsibility.

E. Teachers who hold supplemental contracts with the Wellington Board of Education shall be reimbursed, pursuant to Board policy IV, F. 5., for mileage, meals, hotel, and any necessary and actual expenses which are incurred by that teacher in order to meet their duties. Written request and prior approval for

reimbursement for expenses shall be made in writing at least ten (10) days prior to their incursion.

F. Teachers supervising students on overnight Board approved trips shall be compensated at a rate of sixty-nine dollars ($69.00) per night. Teachers whose trips are related to a supplemental contract and teachers with extended contracts whose trips are related to their teaching duties are excluded.

G. Summer School

0-5 years teaching experience within WEVSD	$33.00 per hour
6 or more years teaching experience within WEVSD	$33.00 per hour

H. One professional development opportunity per year will be offered for any varsity coach with five (5) years or more coaching experience within the Wellington Exempted Village School District.

I. Supplemental Review Committee

A Supplemental Review Committee compiled of three (3) Association members and three (3) Administrators will meet to study supplemental pay provisions and positions and make recommendations for changes during bargaining or via a Memorandum of Understanding if within the duration of the Negotiated Agreement.

The Superintendent may approve a "Club Advisor Supplemental" on a trial basis based on suggestions from staff or administration. Such Club Advisor Supplemental shall only be renewed from year to year with advance approval from the Superintendent.

7.09 Resident Educator Program (shall comply with Ohio law)

7.10 Retirement Pick-Up and Sheltering

The Board shall designate each teaching employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by the Internal Revenue Service Rulings 77-264 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory State Teachers' Retirement System contribution which has been designated as "picked-up" by the Board. The amount designated as "picked-up" by the Board shall be included in computing final average

salary, provided no employee's total salary is increased by the "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

Effective September 1, 2022 all Certified Employees of the Wellington Exempted Village Schools will be eligible participants in the Wellington Exempted Village Schools Accrued Sick Leave Conversion Plan. The purpose of the Plan is to enable the District to provide retiring Certified Employees the value of their accrued sick leave as an Employer Non-Elective Contribution to the District's supplemental retirement benefit plan named The PRIME Choice Plan. The Non-Elective Employer Contribution will be directed to either the District approved 403(b) plan vendor or to the District's Post Retirement Incurred Medical Expense Plan and Trust (the "Prime Plan"). The Employer's contribution is mandatory for all Certified Employees who retire from the District and are eligible for a pension from the State Teachers Retirement System (STRS).

7.11 Mileage for Travel Between Schools

Teachers who are assigned to more than one (1) school or who are required to attend professional meetings and/or school activities outside the District shall be reimbursed for the use of their own automobiles in traveling at the current IRS mileage allowance. Teachers shall submit semi-annual statements to the Treasurer detailing their travel. Payment shall be made twice a year at the end of each semester.

ARTICLE VIII – INSURANCE

8.01 Medical/Hospitalization

The Board shall provide medical insurance for bargaining unit members with the Board paying eighty-five percent (85%) of the premium and the bargaining unit member paying fifteen (15%) of the premium. A Section 125 Plan shall be provided by the Board for that portion of the medical premium paid by the teacher. Payroll deduction will be on the twenty-four-pay (24) basis.

Failure to complete the health assessment and screening on or before April 30 shall result in the Board paying seventy-five percent (75%) of the premium and the bargaining unit member paying twenty-five percent (25%) of the premium.

Part-time employees will receive health insurance benefits on a prorated basis. This will affect their cost of insurance.

Minimum medical coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan. The Board will provide Plan 1.

For members who elect the Premium Health Plan, the Board shall contribute three hundred dollars ($300.00) for single insured or six hundred dollars ($600.00) for family insured each year for each employee into a Flexible Spending Account (FSA). Members

will be able to contribute additional funds to his/her FSA up to the maximum amount allowable by law.

The Association and the Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal law.

A representative from the Association will be permitted to attend LERC meetings.

8.02 Prescription Drug Benefit

No stand alone drug plan. Prescription: $10/$25/$50. Payroll deduction will be on the twenty-four-pay (24) basis. Mail Order: $20/$50/$100.

8.03 Term Life

A group term life insurance plan of fifty thousand dollars ($50,000.00) shall be provided. This plan shall be prorated on the basis of the full-time certified teaching staff.

8.04 X-Ray

If the Board requires the TB x-ray for a teacher, the Board shall pay the cost.

8.05 Dental

The Board shall provide dental insurance for teachers with the premium paid by the Board during the term of this Agreement being eighty-five percent (85%) of the premium per month for individual coverage or for family coverage. Payroll deduction will be on the twenty-four-pay (24) basis.

Minimum dental coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan.

A. Deductible

Twenty-five dollar ($25.00) single and seventy-five dollar ($75.00) family deductible, except no deductible for orthodontics.

8.06 Optical Insurance

The Board will provide optical insurance as determined by Lake Erie Regional Council (LERC). The Board shall pay up to three dollars ($3.00) per month for single coverage and six dollars ($6.00) per month for family coverage. The remainder shall be deducted from the teacher's regular pay through payroll deduction. Payroll deduction will be on a twenty-four-pay (24) basis.

8.07 Wellness Committee

A. Wellness Committee to be established with classified employees and Administration/Board.

B. Co-chairs will be represented by one (1) designee from each of the three (3) groups.

C. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the WEA and two (2) representatives of the WSSS, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Superintendent, and the OEA Consultant, for the purpose of establishing wellness practices and activities for the District.

D. Each Wellness Committee member shall be paid the $33.00 per hour for meetings scheduled after the workday or after the regular school year.

8.08 Working Spouse Rule

The Lake Erie Regional Council (LERC) Working Spouse Rule shall be included as Appendix K.

ARTICLE IX – NON-OTES EVALUATION

9.01 Purpose

A. To assess a teacher's job performance who are not on OTES.

B. To help the teacher to achieve greater effectiveness in performance of the job assignment.

C. To constitute the basis for personnel decisions including transfers, reassignments, continuing contract status, or contract non-renewal or termination.

9.02 Evaluator

A. Evaluation of a teacher shall be conducted by the teacher's immediate administrator. In the event a teacher performs work under the supervision of multiple administrators, one (1) administrator shall be designated as the evaluating administrator. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. Sections 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of O.R.C. Section 3319.22.

B. Special education and gifted education teachers who have assigned county supervisors and employees working under outside supervisors will be evaluated by one (1) building administrator or a District administrator if the building administrator is unavailable.

9.03 Orientation

A. In the case of multiple administrators, the teacher will be notified in writing of the name and position of the evaluating administrator prior to the start of that teacher's evaluation process.

B. A teacher newly-employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be prior to the start of the evaluation process.

C. All newly employed teachers shall attend two (2) days of orientation prior to the beginning of the school year and shall be paid at their daily rate of pay. Buddies are required to spend one (1) hour with the newly employed teachers on one of the days.

9.04 Criteria for Evaluation

A. A teacher shall be evaluated on criteria set forth in the negotiated evaluation instrument.

B. No teacher shall be evaluated on his or her job performance except after fair and reasonable observations of the job performance of the teacher.

C. All monitoring or observing of the job performance of a teacher shall be conducted openly with full knowledge of the teacher.

D. No misleading, inaccurate, or undocumented information may become part of a teacher's performance evaluation report.

9.05 Schedule for Evaluation

A. One-Year Limited Contract

1. A minimum of three (3) observations per school year. There will be one (1) summative evaluation completed after three (3) observations in these cases. The administration may add additional observations in the school year.

B. Multi-Year Limited Contract

1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

2. Staff members who are applying for a continuing contract will have a minimum of three (3) observations per school year. There will be one (1) summative evaluation completed after three (3) observations in these cases. The administration may add additional observations in the school year.

C. Continuing Contract

1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

D. The evaluator shall note all of the incidents and reasons used to support the conclusions reached in the formal evaluation report.

E. The evaluation report shall be signed by the evaluator. The evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the content of the evaluation report.

F. The final evaluation shall be completed by May 1st. The results of the evaluation shall be provided to the teacher by May 10th, and shall be signed by both evaluator and teacher, and sent to the Superintendent.

G. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

H. Personnel Action Requirements

1. If the Superintendent decides to recommend contract non-renewal or denial of a continuing contract, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action. In no case shall the affected teacher receive notice of Board action after April 30.

2. During the procedure, a teacher shall be entitled to Association representation at any conference held in which the teacher will be advised of non-renewal or denial of continuing contract.

I. Appeal Process

Any violation of this procedure shall be subject to the grievance procedure under Article V of the agreement. The arbitrator shall have the discretion to order, under the appropriate circumstances, the issuance of a limited or continuing contract.

9.06 Observations

A. Schedule of Observations

1. All teachers will have at least two (2) observations per year regardless of contract type. Each observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) workdays between the observation conference and the next formal observation. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

B. Observations Conferences

1. At least one (1) formal observation shall be preceded by a conference between the evaluator and the teacher, at the request of either party, in order for the teacher to explain plans and objectives for the job situation to be observed.

2. A post-observation conference shall be held after each formal observation.

3. The observation conference shall be followed within five (5) workdays of the observation. A copy of the written evaluation shall be given to the teacher prior to the post-evaluation conference.

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

9.07 Identification of Deficiencies

A. Deficiencies Identified Through Formal Observations

1. The administrator conducting the evaluation shall include in the evaluation specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements.

2. When one (1) or more deficiencies are observed and noted on a written evaluation, the evaluator may conduct formal, unannounced observations for the purpose of addressing the noted deficiencies.

3. The ultimate responsibility for correcting any noted deficiencies shall rest with the teacher.

B. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three (3) workdays after the deficient performance occurs, but not later than the date of the teacher's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

9.08 Finalization of Evaluation

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

9.09 Non-Renewal

Any limited contract to be non-renewed shall be acted on by the Board and the teacher notified no later than June 1st. A limited contract shall only be non-renewed in accordance with the evaluation procedures found in O.R.C. Section 3319.111. The procedures for non-renewal found in O.R.C. Section 3319.11 shall be waived, and the sole remedy for an alleged violation of this Article shall be determined through Article V, Grievance Procedures.

Technical errors of missing a timeline by five days or less, 5-minute variations in length of observations or walkthroughs, or changing the elevator due to unforeseen circumstances will not result in automatic contract renewal for the non-renewal process only.

9.10 Termination

Any contract of a teacher may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. The statutory process for termination under ORC Section 3319.16 shall be the sole means for determining proper procedures for termination.

9.11 The results of any student/parent/community/state/federal assessment or survey, including, but not limited to "value added assessment" and results of student performance and test scores, shall not be used in any manner to formally evaluate bargaining unit members.

ARTICLE X – OHIO TEACHER EVALUATION SYSTEM ("OTES")

10.01 Purpose

A. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.

B. To inform instruction.

C. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

10.02 Application

A. The OTES 2.0 procedure described in this Article applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under O.R.C. §§3319.22, 3319.26 or 3319.226 who spends at least 50 percent of his/her time providing content-related student instruction; or

2. A teacher working under a permanent certificate issued under O.R.C. §3319.222 as existed prior to September 2013 who spends at least 50 percent of his/her time providing content-related student instruction; or

3. A teacher working under a permanent certificate issued under O.R.C. §3319.222 as existed prior to September 2006 who spends at least 50 percent of his/her time providing content-related student instruction; or

4. A teacher working under a permit issued under O.R.C. §3319.301 who spends at least 50 percent of his/her time providing content-related student instruction.

B. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

C. The Board will elect not to evaluate any teacher who meets any of the following criteria:

1. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

2. The teacher was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.

3. The teacher is participating in a teacher residency program established under O.R.C. §3319.223 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.

D. All limited contract teachers may be placed on an alternative evaluation cycle by agreement of the Principal and Superintendent.

1. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation will be evaluated every three (3) school years, so long as the teacher submits a self-directed PGP to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan.

2. A teacher who receives a rating of "Skilled" on his/her most recent evaluation will be evaluated every two (2) school years, so long as the teacher and evaluator jointly develop a PGP 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.

3. The Board will elect not to conduct evaluations of teachers who:

   a. Were on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board;

   b. Submitted notice of retirement that was accepted by the Board no later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted; or

   c. Are participating in a teacher residency program under R.C. 3319.223 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.

10.03 Definitions

A. Credentialed Evaluator

Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

Staff members will be evaluated by their building administrator.

The Association and the Superintendent will develop, approve, and maintain a list of other credentialed evaluators annually.

B. Days

"Days" for the purpose of the OTES 2.0 procedure shall mean school days, and not calendar days.

C. Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. An effectiveness rating is the Final Holistic Rating of Teacher Effectiveness which is compiled from all data collected by the evaluator, including but not limited to holistic, focused, and walk-through observations, pre-and post-conferences, and progress on Professional Development or Improvement Plans.

D. Evaluation Instruments

The following forms are the evaluation instruments used in the OTES 2.0 procedure:

Appendix H-1 Self-Assessment Summary Tool
Appendix H-2 Teacher Performance Evaluation Rubric
Appendix H-3 Informal Observation (Walkthrough)
Appendix H-4 Final Holistic Rating of Teacher Effectiveness
Appendix H-5 Professional Growth Plan
Appendix H-6 Improvement Plan

10.04 Evaluation Policy Consultation Committee

An Evaluation Committee will meet annually in May to make recommendations for the Evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association. The committee shall be advisory only. Any recommended changes by the committee to the

evaluation procedure shall be subject to ratification by the Association and Board approval.

10.05 Orientation

A. All new teachers will receive an orientation regarding the evaluation process within the first ten (10) days of the school year. All teachers will receive an orientation regarding the evaluation process within the first ten (10) days of the school year if any substantive changes have been made to the evaluation process since the previous school year.

B. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher will be notified in writing of the name and position of his/her evaluator.

C. In the event a teacher performs work under the supervision of more than one supervisor, the supervisor designated as the evaluating supervisor shall be the supervisor under which the teacher spends the most time. Where a teacher is split among buildings, the formal observations shall be split so that the teacher will be observed by a supervisor from each building during the school year. In the event that the teacher's evaluating supervisor is unavailable (due to a long-term absence or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.

10.06 Evaluation Procedures

A. Self-Assessment

Teachers may complete a self-assessment form (Appendix H-1) to identify strengths and areas for growth and submit it through OhioES. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

B. Evaluation Schedule

1. Except as otherwise set forth in this Article, teachers shall be evaluated once each school year. Said evaluation shall include at least two (2) observations (one (1) holistic, and one (1) focused on the area(s) agreed upon by the evaluator and teacher), and periodic classroom walkthroughs.

2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

3. A teacher who received a rating of "Accomplished" on the teacher's most recent evaluation shall be formally evaluated once every three (3) school

years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

4. A teacher who received a rating of "Skilled" on the teacher's most recent evaluation shall be formally evaluated once every two (2) school years, so 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.

5. In any year that a teacher is not formally evaluated as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, the teacher's evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

6. The evaluation shall be completed no later than the first day of May. No later than May 10th, the evaluator will provide a copy of the Final Holistic Rating of Teacher Effectiveness to the teacher. (Appendix H-4) Within ten (10) workdays after the administrator issues the written evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator.

C. Observations

1. A formal observation shall last a minimum of thirty (30) continuous minutes. No observations shall take place on state-mandated testing days.

2. The first formal observation shall be preceded by a conference between the evaluator and the employee, which is to be held during the teacher's contractual workday, prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. If the pre-observation conference takes place outside of the contractual workday, the teacher shall be compensated $33.00 for up to the first hour, and $33.00 per hour prorated in fifteen (15) minute increments thereafter. All subsequent observations will be unannounced.

3. A post-observation conference shall be held no later than five (5) school days after each observation. If unforeseen circumstances require the conference to be held later, it will be rescheduled for a mutually-agreeable date. The evaluator shall provide the teacher with copies of all written documentation from the observation during the post-observation conference. (Appendix H-2)

4. There shall be at least one (1) observation prior to December 15 and at least one observation between January 15 and April 15. This provision may be waived under extenuating circumstances.

5. If after the first or second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be scheduled.

6. No observation will take place during the first week that school is in session or during the two (2) days prior to or two (2) days following Winter Break or Spring Break.

D. Walkthroughs

1. Walkthroughs shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes, and should be sufficient duration to allow the evaluator to assess the focus of the walkthrough.

2. Written comments must be shared with the employee within five (5) days after the walkthrough. If unforeseen circumstances do not allow for written feedback to be issued within five (5) days, the teacher and evaluator will determine a mutually-agreeable date for the written comments to be provided.

3. Data gathered from the walkthrough will be recorded on the Teacher Walkthrough Document. (Appendix H-3)

E. Performance Assessment

1. The teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.

2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the teacher performance rating.

F. High Quality Student Data

1. As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

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

b. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;

c. Assessment of student learning;

d. The teacher's use of assessment data;

e. Professional responsibility and growth.

2. Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited.

3. The use of student learning objectives ("SLOs") is prohibited.

G. Finalization of Evaluation

1. Each teacher's holistic and focused performance ratings will be combined with high quality student data to produce the Final Holistic Rating of Teacher Effectiveness. (Appendix H-4)

2. The final evaluation will be completed by the evaluator by May 1st through OhioES.

3. Teachers will print and pin their evaluation after notification from OhioES. Within ten (10) calendar days after the administrator issues the written evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator if requested, in which case the timeline for pinning the evaluation in OhioES will be extended ten (10) calendar days after the post-evaluation conference.

4. The teacher and the evaluator shall sign the final written evaluation report. The teacher's signature shall verify notification to the teacher that the evaluation will be placed on file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

5. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in

the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

6. A teacher's Final Summative Rating Report (Appendix H-4) will be submitted to the ODE through the OhioES System.

10.07 Professional Growth Plans and Professional Improvement Plans

Professional Growth and Improvement Plans shall be completed and submitted by the end of the first quarter of the school year.

A. Professional Growth Plans

1. Teachers whose teacher performance rating indicates Accomplished will develop a professional growth plan by September 30th, utilizing the components set forth in the Final Holistic Rating of Teacher Effectiveness (Appendix H-4)

2. Teachers whose teacher performance rating indicates Skilled or Developing with no more than one component ranked Ineffective will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Final Holistic Rating of Teacher Effectiveness. (Appendix H-4)

3. All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

B. Professional Improvement Plans

1. Teachers whose teacher performance rating indicates Ineffective, or who has two or more components of their evaluation rated at Ineffective, will develop a professional improvement plan which is written specifically for the Ineffective areas with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Final Holistic Rating of Teacher Effectiveness. (Appendix H-4)

2. A professional improvement plan is a clearly articulated assistance program for a teacher whose teacher performance measure dimension of the evaluation is Ineffective and shall include:

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

b. Timelines for its completion; and

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

10.08 Personnel Action

A. The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly-performing teachers.

B. Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Wellington Education Association.

C. Any time limits or deadlines included in the OTES 2.0 Evaluation Procedure not mandated by law may be extended by mutual agreement of the teacher and the administration.

D. Technical errors of missing a timeline by five days or less, 5-minute variations in the length of observations or walkthroughs, or changing the evaluator due to unforeseen circumstances will not result in automatic contract renewal for the non-renewal process only.

10.09 Due Process

A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

10.10 Changes in Law

If there are any changes made by law to OTES 2.0, the parties may agree to enter into a Memorandum of Understanding to incorporate the changes into the Agreement or enter into the negotiations process for mid-term bargaining as set forth in Article II depending on the specific changes that are made.

ARTICLE XI – OHIO SCHOOL COUNSELOR EVALUATION SYSTEM ("OSCES")

11.01 Purpose

A. To serve as a tool to advance the professional learning and practice of counselors individually and collectively in the District.

B. To inform counselor performance.

C. To assist counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student achievement.

11.02 Application

A. The OSCES procedure described in this Article applies to District employees who meet one of the following categories:

1. A counselor working under a license issued under O.R.C. §§3319.22, 3319.26 or 3319.226; or

2. A counselor working under a permanent certificate issued under O.R.C. §3319.222 as existed prior to September 2013; or

3. A counselor working under a permanent certificate issued under O.R.C. §3319.222 as existed prior to September 2006; or

4. A counselor working under a permit issued under O.R.C. §3319.301.

B. This counselor evaluation policy does not apply to substitute counselors.

11.03 Definitions

A. Credentialed Evaluator

Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

Staff members will be evaluated by their building administrator, unless chosen otherwise by accomplished rated teachers.

The Association and the Superintendent will develop, approve, and maintain a list of other credentialed evaluators annually.

B. Days

"Days" for the purpose of the OSCES procedure shall mean school days, and not calendar days.

C. Effectiveness Rating

Counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. An effectiveness rating is based on the following two categories: (1) Counselor performance and (2) Metrics of Student Outcomes. Fifty percent (50%) of the evaluation will be attributed to counselor performance, and fifty percent (50%) will be attributed to metrics of student outcomes.

D. Evaluation Instruments

The following forms are the evaluation instruments used in the OSCES procedure:

Appendix J-1	Self-Assessment Summary Tool
Appendix J-2	School Counselor Evaluation Rubric
Appendix J-3	Informal Observation (Walkthrough)
Appendix J-4	Final Summative Rating of School Counselor Effectiveness
Appendix J-5	Professional Growth Plan
Appendix J-6	Improvement Plan

E. Metric of Student Outcomes

The counselor must provide data demonstrating that students' skills, knowledge or behaviors have positively changed as a result of the school counselor's actions. This data is known as metrics of student outcomes and are a locally-developed measure. (Appendix J-7)

11.04 Orientation

A. All new counselors will receive an orientation regarding the evaluation process within the first ten (10) days of the school year. All counselors will receive an orientation regarding the evaluation process within the first ten (10) days of the school year if any substantive changes have been made to the evaluation process since the previous school year.

B. No later than September 15 of each year, or in the case of a new counselor, within thirty (30) days of the first day employed, each counselor will be notified in writing of the name and position of his/her evaluator.

C. In the event a counselor performs work under the supervision of more than one supervisor, the supervisor designated as the evaluating supervisor shall be the supervisor under which the counselor spends the most time. Where a counselor is split among buildings, the formal observations shall be split so that the counselor will be observed by a supervisor from each building during the school year. In the event that the counselor's evaluating supervisor is unavailable (due to a long-

term absence or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.

11.05 Evaluation Procedures

A. Self-Assessment

Counselors may complete a self-assessment form (Appendix J-1) to identify strengths and areas for growth. Completion of the self-assessment is optional and within the counselor's discretion to share the form with his or her credentialed evaluator.

B. Evaluation Schedule

1. Unless as otherwise set forth in this Article, counselors shall be evaluated once each school year. Said evaluation shall include at least two (2) formal observations and periodic classroom walkthroughs.

2. Counselors on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

3. A counselor who received a final summative rating of "Accomplished" on the counselor's most recent evaluation shall be formally evaluated once every three (3) school years so long as the counselor's metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric. Each Accomplished counselor will be responsible for completing the following on non-formal evaluation years: a professional growth plan, one pre-observation conference, one post-observation conference, one observation, and metrics of student outcome.

4. A counselor who received a final summative rating of "Skilled" on the counselor's most recent evaluation shall be formally evaluated once every two (2) school years, so long as the counselor's metric for student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric, and the counselor is on a continuing contract or a limited contract that is not under consideration for renewal/nonrenewal. Each Skilled counselor will be responsible for completing the following on non-formal evaluation years: developing a professional growth plan collaboratively with their evaluator, one pre-observation conference, one post-observation conference, one observation, and metrics of student outcomes.

5. The evaluation shall be completed no later than the first day of May. No later than May 10th, the evaluator will provide a copy of the formal

written evaluation report to the counselor. (Appendix J-4) Within five (5) workdays after the administrator issues the written evaluation report to the counselor, a post-evaluation conference will be held between the counselor and the evaluator.

C. Observations

1. A formal observation shall last a minimum of thirty (30) continuous minutes. No observations shall take place on state-mandated testing days.

2. The first formal observation shall be preceded by a conference between the evaluator and the employee, which is to be held during the counselor's contractual workday, prior to the observation in order for the employee to explain plans and objectives for the situation to be observed. If the pre-observation conference takes place outside of the contractual workday, the counselor shall be compensated $33.00 for up to the first hour, and $33.00 per hour prorated in fifteen (15) minute increments thereafter. All subsequent observations will be unannounced.

3. A post-observation conference shall be held no later than five (5) school days after each observation. If unforeseen circumstances require the conference to be held later, it will be rescheduled for a mutually-agreeable date. The evaluator shall provide the counselor with copies of all written documentation from the observation during the post-observation conference. (Appendix J-3)

4. There shall be at least one (1) observation prior to December 15 and at least one observation between January 15 and April 15. There shall be at least fifteen (15) school days between the post-observation conference and the next formal observations. This provision may be waived under extenuating circumstances.

5. If after the first or second formal observation a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be scheduled.

6. No observation will take place during the first week that school is in session or during the two (2) days prior to or two (2) days following Winter Break or Spring Break.

D. Walkthroughs

1. Walkthroughs shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes, and should be sufficient duration to allow the evaluator to assess the focus of the walkthrough.

2. Written comments must be shared with the employee within five (5) days after the walkthrough. If unforeseen circumstances do not allow for written feedback to be issued within five (5) days, the counselor and evaluator will determine a mutually-agreeable date for the written comments to be provided.

3. Data gathered from the walkthrough will be recorded on the Walkthrough Document. (Appendix J-3)

E. Performance Assessment

1. The 50 percent counselor performance measure shall be based on the Ohio Standards for the School Counselor Profession.

2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the counselor performance rating.

F. Finalization of Evaluation

1. Each counselor's performance rating will be combined with the Metrics of Student Outcome to produce the summative evaluation rating based upon the Evaluation Matrix. (Appendix J-4)

2. The final evaluation will be completed by the evaluator by May 1st.

3. No later than May 10th, the evaluator will provide a copy of the final written evaluation report to the counselor. (Appendix J-4) Within five (5) after the administrator issues the written evaluation report to the counselor, a post-evaluation conference will be held between the counselor and the evaluator.

4. The counselor and evaluator shall sign the final written evaluation report. The counselor's signature shall verify notification to the counselor that the evaluation will be placed on file, but shall not be construed as evidence that the counselor agrees with the contents of the evaluation report.

5. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file. A copy, signed by both parties, shall be provided to the counselor.

6. The counselor's Final Summative Rating Report (Appendix J-4) will be submitted to the ODE through the OhioES System.

11.06 Professional Growth Plans and Professional Improvement Plans

Counselors must develop Professional Growth or Improvement Plans based on the counselor's level of metrics of student outcomes. Professional Growth and Improvement Plans shall be completed and submitted by the end of the first quarter of the school year.

A. Professional Growth Plans

1. Counselors whose counselor performance rating indicates Accomplished will develop a professional growth plan and may choose their credentialed evaluator, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-5)

2. Counselors whose counselor performance rating indicates Skilled or Developing will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-5)

B. Professional Improvement Plans

1. Counselors whose counselor performance rating indicates Ineffective will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-6)

2. A professional improvement plan is a clearly articulated assistance program for a counselor whose counselor performance measure dimension of the evaluation is Ineffective and shall include:

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

b. Timelines for its completion; and

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

11.07 Personnel Action

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

B. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Wellington Education Association.

C. Any time limits or deadlines included in the OSCES Evaluation Procedure not mandated by law may be extended by mutual agreement of the counselor and the administration.

11.08 Due Process

A counselor shall be entitled to Association representation at any conference held during this procedure in which the counselor will be advised of an impending adverse personnel action.

ARTICLE XII – RESOURCE COMMITTEE

12.01 The Curriculum/Technology Committee

A. The Curriculum Committee shall consist of all Department Chairs/Team Leaders from each building, an administrator from each building, and the Superintendent. The Committee shall consider curriculum and technology matters referred to it by the Superintendent and shall make advisory recommendations directly to the Superintendent.

Annually, this Committee, with input from the teaching staff, will formulate a plan for the following year's curriculum and technology activities. All advisory recommendations of the Committee shall be made by consensus.

B. Upon the recommendation of the Committee or upon his/her own initiative, the Superintendent/Superintendent Designee may appoint grade-level or department committees to make recommendations for adoption of instructional materials.

C. Any curriculum work or meeting of the Curriculum Committee outside of the workday or school year shall be compensated at a rate of thirty three dollars ($33.00) per hour of work. Release time during the regular workday shall be provided at no loss of pay or benefits. A teacher shall not be entitled to receive double payment for working beyond the regular day on curriculum; i.e., ESC stipend.

ARTICLE XIII – HIGH SCHOOL PROGRAMS

13.01 College Credit Plus

A. The Board of Education and the WEA agree to participate in a College Credit Plus Program in which staff members are approved by the sponsoring college/university to teach college level courses as part of their regular teaching load. Approval shall be based on College rules and R.C. 3365.11.

B. Selection of instructors shall be on a voluntary basis and requires approval of the Superintendent. Staff members who teach college level courses are required to attend training sessions sponsored by the college or university as a condition of teaching a college course.

C. Under exceptional circumstances, the principal may approve a lower enrollment in a high school course offered in one (1) section only as a result of a college course being offered in the same subject during the same semester provided the enrollment is not less than ten (10) students.

D. A stipend shall be offered to staff to compensate for additional papers, projects, etc. on the basis of the following per semester:

- 1-3 students - $200 stipend
- 4-10 students - $300 stipend
- 11-15 students - $500 stipend
- 16-20 students - $750 stipend
- 21 or more students - $1,000 stipend

*Student count shall be verified through EMIS.

E. Such stipend shall be paid at the conclusion of the school year when grades are turned in to the college/university.

F. Staff members may not teach more than one (1) section of a college course per year unless prior approval is granted by the Superintendent.

13.02 Online Coursework/Supervision

Any work by a teacher supporting students on online coursework (i.e. credit recovery) that occurs outside the workday shall be paid at $33.00/hour.

13.03 This Article will be revised in conjunction with LCCC. The Board and WEA will collaborate on mutually agreeable revisions.

ARTICLE XIV – WORKING CONDITIONS

14.01 Access to Personnel File

A. The official personnel file of each teacher shall be maintained in the office of the Superintendent in accordance with the law.

B. A teacher shall have access to his/her personnel file upon request. A representative of a teacher shall have access to said teacher's personnel file when said teacher requests such access in writing to the Superintendent or his/her designee. A teacher or his/her representative shall not remove any material from the teacher's personnel file.

C. A teacher shall be entitled to a copy of any specific material(s) in his/her file upon written request.

D. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.

E. Each teacher shall have the right to indicate those documents and/or other materials in his/her personnel file, which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The teacher shall have the right to request that the irrelevant, untimely, complete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher may attach a response to the materials.

F. The bargaining unit member shall receive a copy of all materials placed in his/her personnel file.

G. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months if there is no reoccurrence of the same issue.

14.02 Medical Examination

The Board, consistent with ADA and its regulations, may require of any teacher a health certificate from a physician. The health certificate, if required, shall be filed in the office of the Superintendent and shall not be construed as a public record. The Board shall bear such cost.

14.03 Employee Disciplinary Procedure

A. No disciplinary action will be taken against any teacher except for good and just cause.

B. The purpose of this disciplinary procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

C. An employee may be disciplined for just cause, including but not limited to: willful insubordination, neglect of duty, violation of rules and regulations, or for violation of administrative policies or directives adopted by the Board in accordance with the following procedures: An employee may be disciplined for improper conduct including but not limited to neglect of duty, insubordination, violation of rules, regulations and policies of the Board of Education, violation of Ohio law, safety and administration policies or directives adopted by the Board of Education. The following procedures shall apply to employee discipline:

1. Verbal Warning

Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. The verbal warning shall be memorialized by e-mail correspondence.

2. Written Reprimand (within one (1) calendar year of verbal warning)

Within three (3) workdays of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the teacher may be represented by a member of the Association or the agent of record. If the teacher is absent, the three (3) day notification may be extended per day absent.

3. Suspension

a. The Superintendent may suspend an employee without pay for up to three (3) workdays.

b. Depending upon the severity of the offense, the Superintendent may increase the number of suspension days.

D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. If the Superintendent determines suspension of three (3) days or

less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

If requested in writing within five (5) contract days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

E. Discipline will normally be progressive, but if discipline is instituted out of this sequence, it shall be reasonable and for just cause.

F. Fringe benefits shall remain in effect during the time of any suspension.

G. If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the union.

H. This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as Employee Discipline. All verbal discussions will be considered informal and will have no bearing on future Employee Discipline. The bargaining unit member may at any time during the discussion ask for and be granted representation by a person of his/her choice.

I. Nothing herein shall be construed as limiting or prohibiting the Administration's authority under and/or its duty to report possible criminal activity.

J. A written rebuttal may be added by any disciplined teacher to any written reprimand or written notice of suspension at any level of the disciplinary process.

14.04 Complaints Against Teachers

If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. Complaints that are made anonymously will be disregarded, unless the complaint constitutes a violation of law, is a matter of mandated reporting, or is an allegation of harassment subject to Board Policy. It is also the administration's responsibility to protect the certified teacher through the following procedural steps:

A. Within ten (10) workdays of the complaint and prior to any investigation, the teacher will be informed of the nature of the complaint and may provide information relevant to the investigation. The Administration reserves the right to determine when the employee will be interviewed in connection with the investigation. The teacher shall be given the opportunity to present his/her side.

If the administration does not deem the initial complaint credible, the teacher need not be notified, nor the complaint documented.

B. Upon completion of the investigation, if the administrator finds cause to reduce his/her findings in writing, within seven (7) school days he/she shall submit them to the certified teacher and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed.

C. If the teacher is not satisfied with the written findings of the investigation, he/she shall have the right to appeal and to have a conference with the Superintendent.

D. If the teacher is not satisfied with the results of the Superintendent's appeal, he/she will have the right to appeal and to have a conference with the Board.

E. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.

F. Any complaint that may result in discipline shall be subject to Section 14.03 which shall supersede the provisions set forth herein.

*These procedural steps shall not be required when accusations involve neglect, abuse of any kind, or harassment covered by Board policy.

14.05 Personnel File

A. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months, if there is no reoccurrence of the same issue.

14.06 Drug Free Workplace

A. No employee of the Wellington Exempted Village Schools shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol while on school premises.

B. This article does not replace the requirement to report child endangering (O.R.C. §2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.

C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities, off-school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the School District.

D. Eligibility for Rehabilitation and Return to Work

The Superintendent will review the circumstances of each case to determine whether the teacher will be subject to either Section 14.03 of this Agreement or O.R.C. §3319.16. Decisions will not be arbitrary or capricious. Teachers are to follow the Code of Conduct for Educators as outlined by the Ohio Department of Education and should be aware that such behaviors could result in the revocation or suspension of licensure.

Any employee who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.

E. Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.

F. Any employee who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall waive all rights under all applicable articles of the negotiated agreement, and the Board will act upon the Superintendent's personnel action recommendation.

G. Any employee who pleads guilty, or who is convicted in any court of law for an alcohol or drug abuse offense, which is a felony or a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement, and the Board shall take such personnel action as it deems necessary.

H. Employees convicted of violating any Federal, State, or Local criminal drug/alcohol statute, where the violation occurred within the "workplace" definition of Section 14.06, must report the conviction to the Superintendent within five (5) working days of the conviction.

14.07 Duties

A. Detention

1. The administration shall first offer the assignment of detention to bargaining unit members at the high school and the middle school. Should no bargaining unit member accept the offer within a reasonable period of time, the administration may offer such assignment to the District's non-union support staff.

2. Detention shall be up to sixty (60) minutes.

3. Detention duty shall be established annually as early morning detention or afternoon detention. After consultation with the Association, the Administration shall establish the timeframe (early morning or afternoon) for detention for the following year prior to the last student day of the end of the school year. It will also be established whether it will be absorbed into a teacher schedule at each building or whether it will be posted as an hourly supplemental position for the following year.

4. If the duty at each school is an hourly posted supplemental position, any bargaining unit member who is awarded the duty of early morning detention supervisor shall be scheduled to arrive ten (10) minutes prior to the start of the detention session or shall be scheduled to stay at the end of the school day for the allotted length of time of the detention session and shall be paid at the hourly rate of thirty three dollars ($33.00) per hour.

5. If the duty is absorbed into the teacher schedule, those teacher(s) performing this additional duty shall not be expected or required to work more than that time stated in the negotiated agreement. Any bargaining unit member who has the duty of early morning detention supervisor shall be scheduled to arrive ten (10) minutes prior to the start of the detention session and shall have his/her daily teaching assignment scheduled to conclude in an equal amount of time at the end of the regular workday. Teacher(s) assigned for the duty of afternoon detention supervisor shall be

scheduled to arrive up to sixty (60) minutes later than his/her regular start time and shall have his/her daily teaching assignment scheduled to conclude in an equal amount of time.

6. Teacher(s) that perform this duty as part of their regular work schedule shall not receive additional compensation.

7. The Principal has authority to assign duties to teachers as needed.

B. Extra Duties

1. Extra duties will be equitably assigned on a rotating basis within each building.

2. No member will be made to perform a duty outside of his/her contractual workday.

3. If duties must be performed outside of the contractual workday, members may volunteer to work the duty but may not be forced to work the duty. The affected member(s) shall be paid at the rate of $33.00 per hour payable to the nearest fifteen-minute increment. Time sheets shall be tracked on a bi-weekly time sheets and turned into the Treasurer's office for compensation on the next paycheck.

14.08 Certification and Licensure

The Board and the Association agree to create a Local Professional Development Committee, hereinafter LPDC, each school year.

A. The LPDC shall have three-fourths (3/4) of its membership identified as classroom teachers.

1. The LPDC shall consist of at least four (4) members.

2. The Association shall select the teacher members of the LPDC.

3. Administration members of the LPDC shall be selected by the Superintendent.

4. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.

5. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.

6. The Association shall determine the terms of office for the LPDC teacher members.

7. The Superintendent shall determine the non-teacher terms of office for the LPDC.

8. The LPDC shall determine the committee's structure, i.e., President, Vice-President, Chairperson, etc., and scope.

9. The decision(s) of the LPDC shall be by majority vote or by consensus as determined by the LPDC.

10. The LPDC shall determine its meeting schedule.

11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.

12. Each LPDC member shall be paid thirty three dollars ($33.00) per hour for meetings scheduled after the workday or after the regular school year.

13. Within thirty (30) days of publication of the Ohio State Department of Education Regulation/Guidelines on LPDC appeals, the Association and the Board shall meet to bargain the Appeals Procedure, which will herein apply.

14. The LPDC shall approve all programs, course work for all certificated/licensed employees as well as other activities, unless changed by law, and the LPDC shall establish the criteria for such.

15. All records of the meetings, decisions, and recommendations of the LPDC will be kept on file per the District's Public Records Retention Policy.

B. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by O.R.C. §4117.10(C) or as provided by this Negotiated Agreement.

ARTICLE XV – REDUCTION IN FORCE

15.01 Definition

A Reduction in Force (RIF) shall be defined as the reduction of, the elimination of, or the decision not to fill a position in the bargaining unit through attrition. This shall comply with O.R.C. §3319.17.

15.02 Reasons

A Reduction in Force may occur only for the following reasons:

1. Financial reasons.

2. Decreased enrollment.

3. Return of teachers from leaves of absence.

4. Suspension of schools or territorial changes.

15.03 Association Notification

If the Board determines a RIF may occur, the Board shall notify the Association President in writing, not later than sixty (60) days prior to the RIF. The affected employee will be notified after Board action that his/her contract will be suspended thirty (30) days after Board action on the RIF. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, eliminated, or not filled, the date of the meeting during which the Board will consider taking action to implement the RIF, and the proposed effective date of the RIF. Courtesy notification will be given to the Association President in the event of RIF through attrition.

15.04 Impact Bargaining

Representatives of the Board shall meet and review the reasons for the proposed Reduction in Force and its impact if requested by the Association within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives unless such a date is mutually extended. If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may initiate the grievance procedure at Step III.

15.05 Seniority

For purposes of this Article, seniority shall mean the length of continuous employment in a bargaining unit position as follows:

A. Seniority Defined

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position within the District.

2. Seniority shall accrue for all the time a teacher is on active pay status or is receiving workers' compensation benefits within the District.

3. Time spent on unpaid leave or layoff shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time teachers shall accrue one (1) year of seniority for each year worked within the District.

5. Part-time teachers shall accrue seniority prorated against the minimal full-time teacher's work year within the District. (Part-time teachers, employed prior to July 1, 1993, shall retain all seniority accrued to that date).

6. No teacher shall accrue more than one (1) year of seniority in any work year.

7. For layoff purposes, employees employed under continuing contract shall be given preference over employees employed under limited contract.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more teachers have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior teacher:

   a. The teacher with the first day worked; then

   b. The teacher with the earliest date of employment (date of hire);

   c. By lottery, with the most senior teacher being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association Representative.

C. Loss of Seniority

Seniority shall be lost when a teacher retires, resigns, is employed in a full-time non-bargaining unit position, or is non-renewed, terminated, or otherwise leaves the employment of the Board.

D. Posting of Seniority List

The seniority list shall be posted twice annually, by November 1st and March 1st of each work year. The Board shall prepare and post on the designated bulletin board(s) in each building a seniority list indicating area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire,

and the contract status (limited or continuing) of each teacher. Said list shall be provided to the Association President on or before the date of posting.

1. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.

2. The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

3. The names of part-time teachers shall appear on the seniority list but shall be listed in accordance with seniority as defined in Section 15.05(A) of this Article.

E. Each teacher shall have a period of thirty (30) days after posting of the seniority list in which to advise the Association and the Board or its representative(s) in writing of any inaccuracies, which affect his/her seniority. The Board or its representative(s), in conjunction with the Association, shall investigate all reported inaccuracies and shall make such adjustments as may be in order and immediately post the updated list. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

15.06 Implementation of Reduction in Force

A. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.

B. If additional reductions are necessary, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, teachers shall be laid off in reverse seniority order, i.e., least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.

C. Limited contract teachers shall be reduced first utilizing the following order:

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

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

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

E. Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

15.07 Comparable Evaluations

A. Comparable for the purposes of Reduction in Force shall be defined as follows:

1. All Accomplished rated teachers will be deemed comparable to each other.

2. All Skilled rated teachers will be deemed comparable to each other.

3. All Developing rated teachers will be deemed comparable to each other.

4. All Ineffective rated teachers will be deemed comparable to each other.

15.08 Member Notification

A teacher to be laid off because of a RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. Notifications shall be given at the end of the student school day. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reason for the RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

15.09 Reassignments and Vacancies

A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off teachers have been offered such position.

B. No transfer, reassignment, or reclassification shall be made during a period of RIF, which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.

C. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction in Force shall not be subcontracted.

15.10 Benefits

A. COBRA benefits available according to federal law.

B. Teachers on the recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of said positions shall not disqualify any teacher from either recall rights specified herein or the right to receive unemployment benefits.

15.11 Recall Rights

A. Teachers whose continuing contracts are suspended by the Board shall have the right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, laid-off teachers shall be recalled in order of seniority in keeping with contract status, certification, license, or other entry-level requirements for the bargaining unit position, i.e. most senior laid off teacher first recalled. Notice of recall shall be given by certified and regular mail to the last address given by the teacher to the Superintendent's office. A copy of the notice of recall shall be given to the Association. The teacher shall be given ten (10) working days to accept such offer and shall be granted a minimum of twenty (20) working days from the date of receipt of the recall notice to report to work. If a teacher has secured temporary employment elsewhere, he/she shall be allowed ten (10) additional working days before being required to work.

B. A teacher who has been laid off shall remain on the recall list for a period of four (4) years unless he/she is recalled, waives his/her recall rights in writing, resigns, fails to accept recall to a position for which he/she is certified, or retires under an Ohio State Retirement System.

ARTICLE XVI – LENGTH OF WORKDAY/WORK YEAR

16.01 Planning Time

All full-time elementary teachers (K-5) shall receive planning time of no less than two hundred (200) minutes per week. Within these two hundred (200) minutes, preparation time shall be scheduled in blocks of no less than thirty (30) consecutive minutes daily during the student day. All full-time secondary teachers (6-12) shall receive a minimum of one (1) daily planning period, which will be equal to one (1) regular classroom instructional period during the student day.

16.02 Duty-Free Lunch

Each teacher shall have thirty (30) consecutive minutes of a duty-free lunch period each day. If necessary, teachers shall be permitted to leave their schools during their lunch periods after notifying the building office.

16.03 Length of School Day

Previous to August 1 of any given school year, the Board may alter starting and ending times for school buildings as long as the starting time is not before 7:30 a.m. and the ending time is not after 3:30 p.m. The Superintendent will meet with, and seek input from, the Association President and an Association Representative of the building, before any such change is made.

The length of each school day shall be as follows:

- K-8 Seven (7) hours, twenty (20) minutes
- 9-12 Seven (7) hours, twenty (20) minutes

The school day for teachers traveling between school buildings will not exceed seven (7) hours and twenty (20) minutes.

(The student day will remain the same.)

16.04 Compensation for Substituting

A. Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.

B. Reassignment may only occur when no substitute is available and when the administrator's only option is to fill the vacant position from within the staff. Administration may not reassign an appropriately-certified teacher based on a need, when such an action results in the reassigned teacher's class being filled by a substitute.

C. Any teacher reassigned to substitute for an entire day for an absent teacher will be compensated at the sub rate. Compensation for partial day substitutions will be determined on a per period basis.

D. In those cases where a substitute is not available, any teacher agreeing to substitute may be used to cover the class (in whole or part) of the absent teacher. Teachers will be compensated at the rate of thirty three dollars ($33.00) per 7-12 class period and eight dollars and twenty-five cents ($8.25) per fifteen (15) minute increment in grades K-6.

E. Any teacher 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 at the aforementioned rate.

16.05 Length of School Year

The length of the school year shall not exceed one hundred eighty-three (183) days for existing teachers and 185 days for newly hired teachers including the following:

- one (1) presentation day;
- three (3) end of grading period records days. A records day will consist of a minimum of ½ records day and a maximum of ½ professional development;
- two (2) days of orientation for newly hired teachers prior to report day for regular returning teachers;
- four (4) professional days; and
- two (2) Parent-Teacher/Open House conference days (14 hours and 40 minutes).

The Superintendent's Council shall be involved in the development of a proposed calendar for the upcoming school year.

Administration shall meet with the Professional Development Committee regarding topics for professional days by the last school day of each year to decide topics for professional days for the following school year.

Newly hired teachers shall report two days prior to the regular teacher start date for the following:

- Professional development
- The evaluation meeting
- Insurance paperwork
- WEA meeting
- Technology
- Meeting with Teacher buddy or Mentors (Buddies and Mentors shall perform the meetings as part of their supplemental duties)

16.06 Extended Service

Extended service days will be flexible and can be utilized prior to or after the contractual school year and shall be approved annually by the Superintendent for a period within the day spans listed for the positions below at the teacher's per diem rate:

CTE	min. 0 days	max. 12 days
Middle School Counselors (4-8)	min. 7 days	max. 15 days
Elementary School Counselors (K-3)	min. 5 days	max. 10 days
High School Counselors	min. 7 days	max. 15 days
Library/Media Specialist	min. 7 days*	max. 15 days*
Teacher on Special Assignment	min. 0 days	max. 15 days

*The libraries will be open on all student instructional days.

For any teacher other than those listed above, the Superintendent may approve extended service days annually based upon extended service day proposals presented by teachers that describe the basis and need for days, how the days will be used, who will benefit from the days, and when the days will be used (prior to or after the contract year). Teachers will be paid their per diem rate for approved extended service stays.

16.07 Faculty Meetings

Teachers will be required to attend one (1) monthly faculty meeting (or nine (9) per school year), without compensation, and not to exceed forty-five (45) minutes in duration. Administrators are encouraged to utilize memos to communicate with staff whenever possible as opposed to scheduling meetings.

16.08 Professional Development

A. In-Person Professional Development

1. Administration will minimize requiring teachers to attend professional development occurring during the student school day which is not part of the annual curriculum academic plan.

2. Teachers shall be compensated at thirty three dollars ($33.00) per hour for any time beyond their normal workday for District-assigned professional development activities.

3. The intent of this section is to maximize student contract/instructional time by assigned teacher.

B. Electronic Professional Development (i.e. Public School Works)

1. Electronic professional development courses such as Public School Works modules that are mandatory to be completed and are unable to be completed within the contractual workday on Professional Development Days will be paid at an hourly rate of thirty three dollars ($33.00) per hour for the work performed up to a maximum of one hundred twenty dollars ($120.00) total.

2. If all professional development modules are completed prior to the last workday of the year and the employee chooses to leave early on the last workday of the year once all other work is completed, he/she may do so in lieu of payment for the coursework being completed outside of the workday.

16.09 Professional Development Committee

A. Purpose

A Professional Development Committee shall be established to make decisions regarding professional development to be held on in-service days as well as early release/late start days. The District meetings shall be planned by the Professional Development Committee prior to October 1 each year, and the building level meetings shall be planned by the principal and the building members of the Professional Development Committee.

Waiver days and voucher in-service opportunities also may be planned by the Professional Development Committee.

B. Continuing Composition and Selection

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

Three (3) teachers, one from each building
Each building principal
Superintendent or designee

2. The three (3) teacher members shall be appointed by the WEA President.

C. Chairperson

The Committee Chairperson shall be the Superintendent.

D. Decision Making

Decisions shall be made by majority vote of the Committee members present and voting.

E. Meetings

The number of meetings necessary shall be up to the Committee depending on the number and type of professional development being sought for staff members. Meetings may take place during the school day or after school depending on the needs of the District and the Committee. If meetings take place on release time, the District will provide substitute teachers. If the meetings take place after

school, members of the Committee will be compensated at a rate of $33.00 per hour.

ARTICLE XVII – ASSIGNMENT, VACANCY, AND TRANSFER

17.01 Assignment

No later than the last student day of each year, every teacher shall receive notice of his/her assignment by e-mail which shall contain the grade or grades, subject or subjects, and building or buildings where assigned for the next year. Only with written reasons will changes be made after this date.

17.02 Transfer

A. A transfer shall be defined as a change in assignment by a teacher from one bargaining unit position to another.

B. A voluntary transfer shall be defined as a teacher-initiated reassignment.

C. An involuntary transfer shall be defined as a Board-initiated reassignment of a teacher.

17.03 Involuntary Transfer Procedure

A. If no teacher requests a vacant position, the Board may assign the least senior person in the affected certification to that position.

B. No teacher shall be involuntarily transferred in an arbitrary or capricious manner.

C. Any involuntarily-transferred teacher shall be given written reasons for such transfer.

D. No transfer shall be implemented during a period of Reduction In Force that will negatively cause the layoff of a more senior teacher.

17.04 Vacancy Postings

A. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for ninety (90) workdays or longer as a result of resignation, termination, non-renewal, death, retirement, one-year unpaid leave of absence and/or transfer to another position and that the Board intends to fill.

B. Posting for vacancies shall be done as soon as possible, but no later than thirty (30) calendar days after the occurrence of the vacancy.

C. The vacancy notification shall be posted by sending an e-mail to all Association members and by posting the vacancy on the District's website.

D. During the summer, the District shall e-mail all vacancy postings to teachers and mail hard copies to the Association Co-Presidents. The Association will provide the Superintendent and the Treasurer with contact information for the Co-Presidents.

E. All bargaining unit vacancies, which occur, shall be posted for a period of at least ten (10) workdays. All teachers may bid on all postings for which they are certificated and for which they meet minimum qualifications. Vacancies which occur between July 31st and the first workday of the school year shall be posted online for a period of five (5) days after the e-mail notice of vacancy is sent to all bargaining unit members. Vacancies which occur between the first workday and September 30th shall be posted for a period of three (3) workdays (upon receipt of notification to the Co-presidents of the Association) and all bargaining unit members shall receive notification of the vacancy by e-mail.

F. The vacancy notification shall include the position title, entry-level qualifications, licensing and/or certification requirements, description of the position's duties, location where it is to be performed, date of initial posting, and last date to apply for the position.

G. No vacancy may be filled on a temporary basis for more than sixty (60) calendar days after which time the vacancy shall be permanently filled. Permanently filled positions must go through the posting process.

H. Vacancies shall be filled with the most senior applicant, unless in the judgment of the Superintendent, said applicant is not the most qualified based upon past job performance or upon the teacher's training and experience. Seniority within the unit shall be the final determining factor in the filling of a vacancy if all other qualifications are equal. The Superintendent will not be arbitrary and capricious in making such decisions.

I. If the most senior applicant is not selected for the vacancy and submits a written request, the Superintendent will explain the determination, in writing, to that most senior applicant and to the Association President.

17.05 Filling Supplemental Positions

A. The supplemental vacancy notification shall include the position, title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, location of school site, date of initial posting, and last date to apply for the position. Posting and filling of the supplemental positions shall be in accordance with Section 17.04 of this Article.

B. Acceptance of a supplemental contract shall be voluntary. Individuals employed under this section shall be employed under a Limited Contract, which shall automatically expire each June 30th.

C. There shall be at least one (1) written evaluation made on each head varsity coach, club advisor or class advisor, varsity cheerleading advisor, academic coach, instrumental music director, and yearbook advisor each school year within thirty (30) days after the conclusion of the season or activity. Evaluations shall be conducted by the Athletic Director or Principal.

1. Evaluations shall be based upon the Board-adopted job description. The job description shall be given to each supplemental contract holder at the time of hiring or upon job description modification.

2. The ultimate responsibility for correcting any noted deficiencies in the evaluation shall rest with the supplemental contract holder.

D. The employment or re-employment of all supplemental contract holders shall be based upon the recommendations of the athletic director, principal, or immediate supervisor. For employment or re-employment of any assistants, the head coach or director shall be consulted for input.

1. Any supplemental contract holder employed in the position for less than three (3) years has no expectation of reemployment the following season or school year. Any supplemental contract holder that receives written notice of the intention of the Superintendent, Athletic Director or immediate supervisor not to recommend reemployment of him/her after serving in the position for three (3) or more years, may, within ten (10) days of the date of receipt of the notice, file with the Superintendent a written demand for a written statement describing the circumstances that led to the recommendation not to reemploy.

2. Within ten (10) days of the date of receipt of a written demand for a written statement, the Superintendent shall provide to the supplemental contract holder a written statement describing the circumstances that led to the recommendation not to reemploy.

3. Within five (5) days of the date of receipt of the statement, the supplemental contract holder may request a meeting with the Board to discuss the recommendation and to provide reasons why the supplemental contract holder should be reemployed. The supplemental contract holder may be represented at such meeting by their WEA representative.

4. The Board shall, within ten (10) days of the date of receipt of a written request for a meeting, schedule such meeting to be held within forty (40) days of the date of the request.

5. Any meeting conducted pursuant to this provision shall be conducted by a majority of the members of the Board. The meeting shall be held in executive session.

6. Within ten (10) days of the conclusion of the meeting, the Board shall issue to the supplemental contract holder a written decision that affirms the recommendation not to reemploy or reverses such decision and results in the reemployment of the supplemental contract holder for the following school year or season.

7. So long as the process set forth in this section has been followed, the decision of the Board shall be final and not subject to appeal.

E. A teacher's performance in a supplemental position shall not be included on the teacher's performance evaluation in his/her regular teaching position unless the performance has an impact on the teacher's classroom performance.

ARTICLE XVIII – CLASS SIZE

A. Class sizes for instructional classes shall be:

1. K-3 class size shall not exceed twenty-five (25) pupils to one (25:1) certificated/licensed staff member per class.

2. 4-8 class size shall not exceed twenty-seven (27) pupils to one (27:1) certificated/licensed staff member per class.

3. 9-12 class size shall not exceed twenty-nine (29) pupils to one (29:1) certificated/licensed staff member per class.

For each student exceeding the class size levels above, a stipend of two hundred-fifty dollars ($250.00) will be paid per semester.

B. Study halls, bands, choirs, music, physical education, library, computer, art, and online classes (online classes in pandemic and endemic only) shall be excluded from class size limitations so long as the classroom can accommodate the size of the class and the safety of the students.

C. Class size will be determined based on class size average over the length of a semester.

D. The participation of an inclusion teacher in the classroom will not change the teacher/pupil ratios established above.

E. Teachers whose duties are impacted by a student with an IEP shall participate as a member of the IEP team. The teacher shall be present for IEP team meetings. Teachers shall be granted release time for meetings that occur during the workday.

F. Teachers working with a student on an IEP shall have the opportunity to review all appropriate documents concerning the identification and placement of the student.

G. The ratio for special education classes shall be according to State and Federal guidelines.

ARTICLE XIX – PROFESSIONAL DRESS

Teachers shall dress in a manner that conveys a professional appearance. Individual exceptions may be made for classroom needs. Special occasion casual dress days in each building are acceptable, if authorized by the building principal.

ARTICLE XX – SEVERABILITY

A. In the event there is a conflict between a provision of this Agreement and any applicable State or Federal law or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto, the applicable State or Federal law or valid rule or regulation adopted by a Federal or a State Agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable State or Federal law or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto shall continue in full force and effect in accordance with their terms.

B. If, during the term of this Agreement, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a Federal Agency or State Agency pursuant thereto, which would invalidate any provision of this Agreement, pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party. Dispute resolution shall be pursuant to Article II, C and D.

C. If, during the term of this Agreement, there is a change in any applicable State or Federal law or valid rule or regulation adopted by a Federal or a State Agency pursuant thereto which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) in accordance with O.R.C. §4117, then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party. Dispute resolution shall be pursuant to Article II, C and D.

ARTICLE XXI – NO STRIKE CLAUSE

A. The Association (including its State and National Affiliates) and each teacher shall not cause, engage in, or sanction any illegal strike, slow-down, or other concerted action for the term of the Agreement or any extension thereof. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other person who is not a signatory party of this Agreement.

ARTICLE XXII – ENTIRE AGREEMENT CLAUSE

A. This Agreement represents the entire Agreement of the parties. Upon adoption of the Agreement by the Board, it shall take precedence over any prior Board policies, rules, or regulations that may be inconsistent with this Agreement.

B. The parties jointly acknowledge that during the course of the negotiations which resulted in this Agreement, each party had unlimited rights and opportunities to make demands and proposals with respect to any matter. This Agreement is the product of an exercise of those rights and opportunities and the ensuing negotiations.

ARTICLE XXIII – JOB DESCRIPTIONS

23.01 Job Description Committee

A specific job description has been prepared for each certified position within the school district. These job descriptions may be revised as changes within the school system require modification. A committee shall be formed to modify job descriptions and will be convened as necessary. The committee shall be comprised of the Superintendent and/or designee, three (3) building principals, three (3) of the Association officers, and one (1) employee from the certification in the position that will be modified. Decisions of the committee will be based on consensus of the committee on new revised job descriptions prior to Board approval.

Any newly revised job descriptions will be provided to all certified employees in the applicable position after the job description(s) have been drafted and approved by the Board.

ARTICLE XXIV– DURATION

This Agreement shall be in effect from July 1, 2025 through June 30, 2028.

12-4-25

Co-President
Wellington Education Association

Date

Malynda Ruchinski

12-8-25

Co-President
Wellington Education Association

Date

8/20/2025

Representative
Board of Education, Wellington Ex. Village Schools

Date

APPENDIX A

Wellington Exempted Village School District
Summary of Plan Designs

	Premium	Min. Value Based Design for ACA
In-Network		
Deductible (In-Network) - Earned Incentive Award Deductible (In-Network)	$750/$1,500 ($250)/($500) $500/$1,000	$4,000/$8,000 ($250)/($500) $3,750/$7,500
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	$1,500/$3,000	$2,250/$4,500
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays)	$6,600/$13,200	$6,600/$13,200
Out-of-Network		
Deductible (Out-of-Network)	$1,500/$3,000	$4,000/$8,000
Coinsurance	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	$3,000/$6,000	$10,000/$20,000
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays)	Unlimited	Unlimited
Office/Emergency Visit		
OV Copay	$25	$50
Urgent Care Visit	$40	$100
Specialist Visit	$40	$100
ER Copay – Emergency	$100	$300
ER Copay – Non-Emergency	$200	$300
Preventive Services		
Immunizations	100% In-Network	100% In-Network
Routine Physical	100% In-Network	100% In-Network
Routine PSA	100% In-Network	100% In-Network
Endoscopies	100% In-Network	100% In-Network
Pap Test Exam	100% In-Network	100% In-Network
PPACA Expanded Wellness Svcs	100% In-Network	100% In-Network
Prescription Drug Benefit		
Retail Drug Card	$10/$25/$50	Ded. then $10/$50/$100
Mail Order	$20/$50/$100	Ded. then $20/$100/$200
Specialty Medications	$60	Ded. then $200
Step Therapy	Yes	Yes
Mandatory Mail Order	Yes	Yes
Maintenance Choice	Yes	Yes

The parties have agreed to the Premium plan as offered through LERC. In the event the Board of Trustees vote to modify the Premium plan, such changes shall apply to this Agreement automatically.

APPENDIX B

NO._____

GRIEVANCE REPORT FORM

Date_____

Level_____

Grievant_____ Assignment_____

Statement of Grievance_____

_____

_____

_____

_____

_____

_____

_____

Relief Sought_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

Disposition by Supervisor_____

_____

_____

_____

_____

_____

_____ _____

Signature of Supervisor Date

APPENDIX C

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT
WELLINGTON EDUCATION ASSOCIATION
CATASTROPHIC LEAVE BANK
Application for Withdrawal of Leave Bank Days

Employee's Name:_____ Social Security No.:_____

Position:_____ Building:_____

Application for use of leave is requested for a serious health condition affecting:

____Myself ____Spouse ____Child ____Stepchild ____Grandchild ____Father ____Mother

____Brother ____Sister ____Father-in-Law ____Mother-in-Law ____Sister-in-Law

____Brother-in-Law ____Son-in-Law ____Daughter-in-Law ____Grandparents ____Legal Guardian

____Dependent in Residence

The reason indicated above as demonstrated by the attached medical documentation qualifies for catastrophic leave. Application is submitted in accordance with Article VI (6.12) of the Negotiated Agreement between the Wellington Education Association and the Wellington Exempted Village School District Board of Education.

Number of Days requested:_____

_____ _____
APPLICANT'S SIGNATURE DATE

THIS SECTION FOR SUPERINTENDENT AND TREASURER USE ONLY

_____Number of days accrued in bank _____Number of days requested

_____Physician statement attached _____Number of days approved

☐ Application Approved. Date Catastrophic Leave is to commence:_____

☐ Application Approved subject to second opinion

☐ Application Rejected. Reason:_____
(Use reverse side if necessary)

_____ _____
TREASURER OR HIS/HER DESIGNEE DATE

_____ _____
SUPERINTENDENT DATE

Date Received:_____ Date Completed:_____

APPENDIX D

Dear Treasurer,

I wish to contribute one (1) day of my accumulated sick leave to the "Catastrophic Leave Bank" for the (current) school year.

Thank you.

_____

Print Name

_____

Signature

_____

Date

APPENDIX E

(Insert Current Payroll Schedule)

APPENDIX F-1

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)
County: Lorain
Certified Salary Schedule
2025-2026

Base Salary: $41,005

Experience Level:	BA	BA+15	BA+30	MA	MA+15	MA+30
Years Experience	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**
0	41,005	41,824	43,054	44,696	44,899	45,925
1	43,012	43,834	45,187	46,950	47,238	48,385
2	45,023	45,843	47,319	49,206	49,574	50,846
3	47,032	47,852	49,451	51,461	51,912	53,306
4	49,041	49,861	51,584	53,716	54,249	55,766
5	51,051	51,870	53,716	55,971	56,586	58,227
6	53,060	53,879	55,847	58,227	58,924	60,686
7	55,069	55,890	57,980	60,482	61,260	63,147
8	57,078	57,898	60,111	62,737	63,598	65,607
9	59,088	59,906	62,245	64,992	65,935	68,068
10	61,096	61,918	64,377	67,246	68,273	70,528
11	63,106	63,927	66,508	69,502	70,610	72,988
12	65,115	65,935	68,642	71,757	72,946	75,448
13	67,123	67,944	70,774	74,013	75,284	77,909
14	67,123	67,944	70,774	74,013	75,284	77,909
15	69,134	69,953	72,906	76,267	77,622	80,368
16	69,134	69,953	72,906	76,267	77,622	80,368
17	69,134	69,953	72,906	76,267	77,622	80,368
18	69,134	69,953	72,906	76,267	77,622	80,368
19	69,134	69,953	72,906	76,267	77,622	80,368
20	71,142	71,962	75,039	78,523	79,958	82,829
21	71,142	71,962	75,039	78,523	79,958	82,829
22	71,142	71,962	75,039	78,523	79,958	82,829
23	71,142	71,962	75,039	78,523	79,958	82,829
24	71,142	71,962	75,039	78,523	79,958	82,829
25	71,142	71,962	75,039	80,778	82,297	85,290
26	71,142	71,962	75,039	80,778	82,297	85,290
27	71,142	71,962	75,039	80,778	82,297	85,290
28	71,142	71,962	75,039	80,778	82,297	85,290
29	71,142	71,962	75,039	80,778	82,297	85,290
30	71,142	71,962	75,039	80,778	82,297	85,290

APPENDIX F-2

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)
County: Lorain
Certified Salary Schedule
2026-2027

Base Salary: $42,030

Experience Level:	BA	BA+15	BA+30	MA	MA+15	MA+30
Years Experience	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**
0	42,030	42,870	44,130	45,813	46,021	47,073
1	44,087	44,930	46,316	48,124	48,419	49,595
2	46,149	46,989	48,502	50,436	50,813	52,117
3	48,207	49,048	50,687	52,747	53,210	54,638
4	50,267	51,108	52,873	55,059	55,605	57,160
5	52,328	53,167	55,059	57,370	58,000	59,682
6	54,386	55,226	57,243	59,682	60,397	62,203
7	56,445	57,287	59,429	61,994	62,792	64,726
8	58,505	59,346	61,614	64,305	65,188	67,247
9	60,565	61,404	63,801	66,617	67,584	69,770
10	62,623	63,466	65,986	68,927	69,980	72,291
11	64,683	65,525	68,171	71,239	72,375	74,812
12	66,743	67,584	70,358	73,551	74,770	77,335
13	68,801	69,643	72,543	75,863	77,166	79,857
14	68,801	69,643	72,543	75,863	77,166	79,857
15	70,862	71,701	74,729	78,174	79,562	82,377
16	70,862	71,701	74,729	78,174	79,562	82,377
17	70,862	71,701	74,729	78,174	79,562	82,377
18	70,862	71,701	74,729	78,174	79,562	82,377
19	70,862	71,701	74,729	78,174	79,562	82,377
20	72,921	73,761	76,915	80,486	81,957	84,900
21	72,921	73,761	76,915	80,486	81,957	84,900
22	72,921	73,761	76,915	80,486	81,957	84,900
23	72,921	73,761	76,915	80,486	81,957	84,900
24	72,921	73,761	76,915	80,486	81,957	84,900
25	72,921	73,761	76,915	82,797	84,354	87,422
26	72,921	73,761	76,915	82,797	84,354	87,422
27	72,921	73,761	76,915	82,797	84,354	87,422
28	72,921	73,761	76,915	82,797	84,354	87,422
29	72,921	73,761	76,915	82,797	84,354	87,422
30	72,921	73,761	76,915	82,797	84,354	87,422

APPENDIX F-3

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)
County: Lorain
Certified Salary Schedule
2027-2028

Base Salary: $43,291

Experience Level:	BA	BA+15	BA+30	MA	MA+15	MA+30
Years Experience	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**	**Salary**
0	43,291	44,156	45,454	47,188	47,402	48,486
1	45,410	46,278	47,706	49,568	49,872	51,083
2	47,533	48,399	49,957	51,949	52,338	53,681
3	49,654	50,519	52,208	54,330	54,806	56,278
4	51,775	52,641	54,459	56,711	57,273	58,875
5	53,897	54,762	56,711	59,091	59,740	61,473
6	56,018	56,883	58,960	61,473	62,209	64,070
7	58,139	59,005	61,212	63,854	64,676	66,668
8	60,261	61,126	63,462	66,234	67,144	69,265
9	62,382	63,246	65,715	68,616	69,611	71,863
10	64,502	65,370	67,966	70,995	72,079	74,460
11	66,624	67,490	70,216	73,376	74,547	77,057
12	68,745	69,611	72,469	75,758	77,013	79,655
13	70,865	71,732	74,719	78,139	79,481	82,253
14	70,865	71,732	74,719	78,139	79,481	82,253
15	72,988	73,852	76,971	80,519	81,949	84,849
16	72,988	73,852	76,971	80,519	81,949	84,849
17	72,988	73,852	76,971	80,519	81,949	84,849
18	72,988	73,852	76,971	80,519	81,949	84,849
19	72,988	73,852	76,971	80,519	81,949	84,849
20	75,109	75,974	79,222	82,901	84,415	87,447
21	75,109	75,974	79,222	82,901	84,415	87,447
22	75,109	75,974	79,222	82,901	84,415	87,447
23	75,109	75,974	79,222	82,901	84,415	87,447
24	75,109	75,974	79,222	82,901	84,415	87,447
25	75,109	75,974	79,222	85,281	86,885	90,045
26	75,109	75,974	79,222	85,281	86,885	90,045
27	75,109	75,974	79,222	85,281	86,885	90,045
28	75,109	75,974	79,222	85,281	86,885	90,045
29	75,109	75,974	79,222	85,281	86,885	90,045
30	75,109	75,974	79,222	85,281	86,885	90,045

APPENDIX G-1

APPENDIX G-1

Wellington Exempted Village Schools
Speech-Language Pathologist Evaluation System updated
3/2025

	EVALUATION PLANNING			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Screening & Evaluation *Sources of Evidence:* ● Pre-Conference ● Walkthrough ● Record Review ● Formal Observation *Note: This section may not be appropriate for all SLPs.*	SLP is unable to accurately match and/or adapt screening procedures or select appropriate screening instrument. SLP is unable to administer, score, or interpret results. SLP is unable to select appropriate evaluation instruments or administers inappropriate tests in areas of suspected disability. Quality of information included in report is insufficient and/or does not address requirements. SLP does not meet mandated timelines for completion of evaluation. Interpretation of results is not done in a meaningful way. Administers and interprets tests inaccurately.	SLP is able to accurately match and/or adapt screening procedures or select appropriate instrument with guidance. SLP demonstrates difficulty in administering, scoring, or interpreting screening results. SLP is sometimes able to select appropriate evaluation tools; consistent errors in scoring and interpreting results are present. There are persistent errors in paperwork completion; time requirements are sometimes met. Limited information is provided in the ETR to plan for educational purposes.	SLP accurately matches and/or adapts screening procedures; SLP is able to select appropriate screening instruments and administer, score, and interpret results correctly. SLP accurately selects and uses appropriate assessment battery. Information provided is usable to determine eligibility for service, guide instruction, and/or assist in IEP goal development. Content is clearly written and understandable. Time requirements are consistently met. ETR demonstrates adequate understanding of the child's unique learning and communication needs.	SLP accurately matches and/or adapts screening procedures; SLP is able to select appropriate screening instruments and administer, score, and interpret results correctly and independently. SLP selects a comprehensive assessment battery and considers all relevant factors (e.g., age of child). ETR is comprehensive, well written, easy to interpret and can be used to determine eligibility, guide instruction, and/or assist in IEP goal development. A variety of assessment techniques and tools are used. Results are presented in a meaningful way that integrates learning and communication styles of the child. Time requirements are always met.

Evidence				

	THERAPY SKILLS			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
IEP Planning & Development *Sources of Evidence:* ● Pre-conference ● Formal observation ● IEP date review	SLP is unable to develop a compliant IEP even with assistance. Goals and objectives are not measurable and do not reflect needs from student's ETR. Service delivery options are not individualized. SLP plans the IEP in isolation without consulting child's team and parents. Procedural errors are numerous and timelines are not met. The SLP is unable to assess a student's progress on IEP goals or rarely reports progress.	SLP can, with supervision, develop a compliant IEP. There is little evidence of individualized planning and while some goals and objectives may be measurable, must are not. There are several procedural errors in the written document; timelines are mostly met. There is some evidence of individualization in terms of service delivery options. No evidence exists indicating that the parents or child's team were involved in the planning and development of the IEP. The SLP is sometimes able to accurately evaluate a student's progress.	SLP is able to develop a compliant IEP with few (less than 2) procedural errors. Goals and objectives are measurable and reflect the student's current level of performance and information from the most recent ETR. Services are individualized and appropriate based on the student's needs. There is documentation that the child's team and parents were involved in the development and planning of the child's IEP. The SLP accurately reports student progress.	SLP is able to develop a compliant IEP with no procedural errors. Goals and objectives are measurable; student's profile and present levels of performance are clearly stated and the IEP is individualized. There is clear documentation, referenced in the IEP that the team was involved in the planning and development of the child's IEP. The SLP accurately reports student progress and uses this data to develop new goals and objectives for the IEP annual review.

Evidence				

	THERAPY SKILLS			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Therapy Planning, Sequence, Connections, Prior Content and Knowledge of Students *Source of Evidence:* ● Preconference ● Formal observation ● Walkthrough ● Analysis of Student	When conducting therapy, the SLP does not provide a clear focus for learning. Therapy plans are non-existent or do not link to the student's IEP. Therapy plans do not build on student's prior knowledge and are isolated from the student's curriculum and IEP.	A focus for the activity is present in the therapy plan but it does not relate to the student's IEP or classroom plan. An attempt to connect to the student's previous therapy session is provided yet is not clearly defined. There is some evidence that	The SLP has a clear outcome for student learning outlined in the therapy plan. The SLP is able to draw upon clinical observation and connects the student's prior knowledge to future learning. The plan and sequence of therapy reflects developmental guidelines, the	The SLP uses the input from parents and the educational team in understanding each child's prior knowledge in supporting the child's development. There are meaningful and relevant connections between each therapy session supporting

Data	The therapy plan shows little understanding of the student's background or experiences.	the SLP draws upon his/her knowledge of the students but this evidence is vague or inappropriate.	Big Ideas, and the monthly and weekly classroom plans. The SLP is able to demonstrate an accurate analysis of the student's development, readiness for the task, preferred learning style, background and prior experiences.	what is occurring in the classroom, and real-world experiences. The SLP plans and sequences therapy in a way that reflects an understanding of the prerequisite skills needed in the areas of content, context, and communication processes of learning. The SLP accurately provides a rationale as to how therapy fits within the structure and context of the preschool environment.
Evidence				
	THERAPY SKILLS			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Therapy Delivery and	Explanations are unclear. incoherent or inaccurate and are generally ineffective in building	SLP explanations are accurate and generally clear but the SLP does not fully clarify information	Explanations are clear and accurate. Developmentally appropriate strategies (including	SLP explanations are clear, coherent and precise. The SLP uses well-timed, individualized

Differentiation *Sources of Evidence:* ● Preconference ● Formal Observation ● Walkthrough ● Informal Observation	student understanding. The language used by the SLP fails to engage students, is inappropriate to the content and/or context, and discourages independent or creating thinking or responses. The SLP fails to address student confusion or frustration and does not use effective questioning technique. The session is almost entirely SLP directed. Therapy is all pull-out based with little connection to the classroom environment. The SLP does not attempt to make the lesson accessible and challenging for most students or attempts are developmentally inappropriate. The SLP is unable to provide a rationale as to the technique or therapeutic method used.	based on student responses; some language used is not developmentally appropriate. The SLP may re-explain a topic when a student shows confusion but is unable to provide an alternative explanation. The session is mostly SLP-directed. Therapy is mostly pull-out but may occur in the classroom. The SLP relies on a single strategy or alternate set of materials to make the session accessible to most students although some may not be able to access certain parts of the session or some may not be challenged. The SLP can provide a vague reason in the technique or therapeutic method used.	therapy techniques and language) occur as evidenced by student's attention to task and engagement. Therapy is presented in a way that encourages independent, creative and critical thinking. The SLP addresses confusion by re-explaining topics when a student does not understand a concept or direction. The SLP employs effective, purposeful questioning techniques; there is a balance of SLP directed instruction and student-led learning. Therapy is provided with a balance of pull-out and classroom based services. The SLP is able to provide a logical rationale for the method OR therapeutic intervention used.	and developmentally appropriate strategies and techniques to actively encourage independent, creative, and critical thinking. The SLP anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The therapy session is student-led with the SLP guiding a student's learning. Therapy mostly occurs in the context of the classroom with few pull-out sessions. The SLP matches strategies, materials, and/or pacing to student's individual needs, to make learning accessible and challenging for all students. The SLP effectively uses a combination of strategies to address student's individual learning needs and provides for varied options as to how a student will demonstrate mastery of a skill. The SLP is able to provide a succinct and logical rationale for the method AND therapeutic intervention used.
Evidence				

	THERAPY SKILLS			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Resources *Sources of Evidence:* ● *Preconference* ● *Formal observation* ● *Walkthrough* ● *Informal observation*	Therapy materials and resources are not relevant effective, or developmentally appropriate. The SLP is unable to explain why resources/materials were used.	Therapy materials and resources used may be appropriate but do not support or meet individualized student's learning and communication needs; materials used are not engaging. The SLP is able to provide a vague or inappropriate rationale as to why resource/materials were used.	Therapy materials and resources are aligned with the classroom in terms of the Big Ideas, monthly and weekly plans. Materials and resources are appropriate for learning and communication needs and are engaging. The SLP is able to provide a logical explanation as to why resource OR materials were used.	Therapy materials and resources are aligned to instructional purposes and are varied for the student's level of communication and learning. Materials and resources are engaging for students. The SLP is able to provide a logical rationale as to why material/resources were used.
Evidence				

Therapy Environment *Sources of Evidence:* ● Preconference ● Formal Observation ● Walkthrough	There is little or no evidence of a positive rapport between the SLP and students. The SLP acts disrespectfully to students or ignores their questions or comments.	The SLP is fair in the treatment of students and establishes a basic rapport with them. The SLP addresses student's questions or comments but does not inquire about their overall well being.	The SLP has positive rapport with students and demonstrates respect for and interest in all students by making eye contact and connecting with individual students.	The SLP has positive rapport with students and demonstrates respect for and interest in individual student's experiences, thoughts and opinions.
Evidence				
	THERAPY SKILLS			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Therapy Environment, Continued	There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable therapy time lost. Therapy progresses too slowly or too quickly and students are disengaged. The SLP creates a learning environment that allows for	Routines and procedures are in place and the SLP follows the classroom plan for such, but inappropriately prompts or directs students when they are idle. The SLP transitions between activities but occasionally loses some therapy time in the process. The SLP welcomes communication from families	The SLP has positive rapport with students and demonstrates respect for and interest in all students by making eye contact and connecting with individual students. Routines and procedures run smoothly during the session and students assume age-appropriate levels of	Routines are well established and orderly. Transitions are seamless as the SLP effectively maximizes instructional time and combines a variety of settings in order to meet the student's needs. The SLP engages in two-way ongoing communication with families. The SLP follows the classroom

Therapy Environment, Continued	little or no communication or engagement with families. Expectations for behavior are not established or are inappropriate; little monitoring of behaviors occur. The SLP responds to misbehavior inappropriately.	and replies in a timely manner. Appropriate expectations are established but some expectations are unclear or do not address the needs of individual students. The SLP inconsistently monitors behavior.	responsibility during the session. Transitions are efficient and occur smoothly. There is evidence that therapy is individualized for the student (e.g., classroom, therapy room, small group/whole group, etc.). The SLP engages in two-way communication and offers a variety of activities for families to support their child's communication. The SLP follows the classroom management system established by the teacher OR incorporates such into the setting. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	management system established by the teacher and has incorporated this system into the therapy setting. Students are encouraged to take responsibility for their behavior. The SLP uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
Evidence				
	THERAPY SKILLS			

	Ineffective	Developing	Skilled	Accomplished
Data Collection Assessment of Student Learning *Sources of Evidence:* ● Preconference ● Walkthroughs ● Formal Observation ● Post conference **Data Collection Assessment of Student Learning Continued**	The SLP does not routinely use data collection methods to measure student mastery. The SLP rarely or never checks for student understanding. The SLP fails to make adjustments in response to student confusion. The SLP persists in using a particular treatment strategy even when data suggests that the approach is not succeeding. The SLP does not provide students with feedback about their learning.	The SLP uses an assessment strategy or tool to measure student mastery but may not use the results to determine therapy procedures. The SLP checks for student understanding and makes attempts to adjust therapy accordingly, but these adjustments cause additional confusion. The SLP gathers and uses student data from a few sources to choose appropriate therapy strategies. The SLP provides students occasional or limited feedback regarding their performance.	The SLP routinely uses a data collection method to measure student progress; this data is used to identify student's strengths and needs; therapy is modified accordingly. The SLP checks for understanding at key moments and makes adjustments to the type or place of therapy; the SLP responds to student misunderstandings by providing additional clarification. The SLP gathers and uses student data from a variety of sources to choose and implement appropriate therapeutic techniques. The SLP provides substantive, specific, and timely feedback of student progress to students, families, and staff while maintaining confidentiality.	The SLP routinely uses a data collection method to measure student progress; this data is used to identify students' strengths and needs; therapy is modified accordingly. Additionally, the SLP examines the data to reveal trends and patterns. The SLP continually checks for understanding and makes adjustments accordingly. When an explanation is not effective, the SLP adjusts quickly and seamlessly within the session and uses an alternative way to explain the concept. By using data from a variety of sources, the SLP appropriately adapts therapy methods and materials and paces therapy to meet the needs of individual students. The SLP provides substantive, specific, and timely feedback of student progress to students, families, and staff while maintaining confidentiality. The SLP provides students the opportunity to engage in self-assessment and show awareness of their own

				strengths and weaknesses. The SLP uses student data to reflect on his or her own therapy skills and to monitor his/her own strategies and behaviors in relation to student success.
Evidence				

	PROFESSIONALISM			
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Professional Responsibilities *Sources of Evidence:* ● Professional Development Plan OR Improvement Plan ● Preconference ● Walkthrough ● Formal Observation	The SLP does not present information clearly, logically or accurately with students, families, and colleagues. The SLP uses terminology and phrasing inconsistent with the semantic competency of the audience and includes information that is inaccurate or incomplete. The SLP does not listen to others' points of view and fails to provide clarification when needed. The SLP demonstrates inappropriate nonverbal communication. The SLP fails to understand and follow regulations, policies, and agreements. The SLP fails to demonstrate evidence of the ability to accurately self-assess performance and to appropriately identify areas for professional development.	The SLP uses a variety of strategies to communicate with students and families and collaborates with colleagues but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The SLP understands and follows ESC policies and state and federal regulations at a minimal level and only with constant supervision. The SLP identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The SLP usually presents information clearly, logically, and concisely. The SLP uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student data, and identify targeted strategies. The SLP meets ethical and professional responsibilities with integrity and honesty. The SLP models and upholds the ESC policies and state and federal regulations. The SLP sets databased short and long term professional goals and takes action to meet these goals.	The SLP communicates effectively with students, families and colleagues. The SLP collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, observations and feedback and other collegial learning activities. The SLP meets ethical and professional responsibilities and helps colleague's access and interprets laws and policies and understands their implications in the classroom. The SLP sets and regularly monitors short and long-term professional goals based on self-assessment and analysis of student learning evidence.
Evidence				

JOB GOALS FOR NEXT YEAR

1.

2.

3.

Employee comments:

Employee Signature: _____ Date:_____

Evaluator(s) Signature: _____ Date:_____

_____ Date: _____

REFERENCES:

Performance Assessment of Contributions and Effectiveness of Speech-Language Pathologists (2012). American Speech-Language-Hearing Association.

Clinical Fellowship Skills Inventory (2011). American Speech-Language-Hearing Association.

Ohio Teacher Evaluation System (2012). Ohio Department of Education.

Self-Evaluation of Speech-Language Pathologist Performance (2012). Madison Champaign Educational Service Center.

Standards and Rubrics Speech/Language Pathologist Adaptation (2007). Cincinnati Public Schools Teacher Evaluation Systems.

APPENDIX G-2

WELLINGTON EXEMPTED VILLAGE SCHOOLS
MEDIA SPECIALIST EVALUATION

Teacher_____School_____Date_____

Evaluator_____

Rating Scale:

MSE	-	Meets Stated Expectations
NI	-	Needs Improvement
U	-	Unsatisfactory
NO/NA	-	Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

Instructional	MSE	NI	U	NO/NA	COMMENTS
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Helps students to develop habits of independent reference work and to develop skills in the use of reference materials in relation to planned assignments.					
3. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.					
4. Participates at curriculum meetings when applicable.					
5. Counsels with and gives reading guidance to students who may have special reading problems or unusual intellectual interests.					

Managerial	MSE	NI	U	NO/NA	COMMENTS
1. Operates and supervises the media center to which assigned.					
2. Evaluates, selects and requisitions new media materials.					
3. Maintains a comprehensive and efficient system for cataloging all media materials, and instructs teachers and students on use of the system.					
4. Arranges for interlibrary loan of materials of interest or use to teachers.					
5. Promotes appropriate conduct of students using media center facilities.					

6.	Arranges displays and exhibits likely to interest the media patrons.					
7.	Prepares and administers the media center budget.					
8.	Supervises media aides in the performance of their duties including Westwood aide.					
9.	Supervises the clerical routines necessary for the smooth operation of the media center.					
10.	Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom and supervision, study hall, homeroom and bus duty.					

Professional		MSE	NI	U	NO/NA	COMMENTS
1.	Informs teachers and other staff members concerning new materials the media center acquires.					
2.	Works with teachers in planning those assignments likely to lead to extended use of media center resources.					
3.	Participates actively in library and other educational and professional associations on the local level.					
4.	Continues professional growth through workshops, conferences and visitations to other schools.					
5.	Maintains a professional relationship with students and parents/legal guardians.					
6.	Maintains cooperative, professional relations with other employees of the School District.					
7.	Maintains confidentiality regarding student progress and adjustment.					
8.	Is professionally responsive to supervision and suggestions for improvement.					
9.	Complies with the policies of the Board of Education.					
10.	Attends scheduled faculty and in-service meetings.					
11.	Confers with parents and students as needed.					

THIS EVALUATION SHOWS SATISFACTORY/UNSATISFACTORY PROGRESS TOWARD CONTRACT RENEWAL.

FINAL EVALUATION: CONTRACT RENEWAL RECOMMENDED
NOT RECOMMENDED

The teacher's signature indicates only that s/he has seen this appraisal and does not necessarily indicate s/he agrees with the evaluation. S/he may attach comments.

Signature of Media Specialist	Date	Signature of Evaluator

APPENDIX G-3

WELLINGTON EXEMPTED VILLAGE SCHOOLS
HIGH SCHOOL GUIDANCE COUNSELOR EVALUATION

Teacher_____School_____Date_____

Evaluator_____

Rating Scale:

MSE	-	Meets Stated Expectations
NI	-	Needs Improvement
U	-	Unsatisfactory
NO/NA	-	Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

Instructional	MSE	NI	U	NO/NA	COMMENTS
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Assists students in course and subject selection.					
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and works with students in evolving education and occupation plans in terms of such evaluations in conjunction with the county career coordinator.					
4. Works to discover and develop special abilities of students.					
5. Works to resolve students' educational handicaps with the help of all pertinent individuals (parents, teachers, administrators, psychologist, etc.).					
6. Works to prevent students from dropping out of school.					
7. Remains available to students as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
8. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.					
9. Guides students in their participation in school and community activities.					

Managerial	MSE	NI	U	NO/NA	COMMENTS
1. Prepares the schedule (master) with the principal.					
2. Obtains and disseminates occupational information to students and to classes studying occupations.					
3. Registers in-coming freshmen and students new to the District and orients them to school procedures and the school's varied opportunities for learning.					
4. Initiates, assembles, maintains, and interprets cumulative progressive records, and uniform transcript records for assigned student.					
5. Supervises the preparation and processing of college relationships and employment applications.					
6. Makes recommendations to college for admissions and scholarships.					
7. Provides student information to colleges and potential employers according to provisions of the Board of Education's policy on student records.					
8. Arranges for tutors and summer school work.					
9. Meets with the principal on a regular basis to discuss various items.					
10. Maintains accurate records of those students participating in post-secondary educational options.					
11. Participates in the school-wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.					
12. Works with District crisis team and assists in the development of District-wide crisis plan.					
13. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.					

Professional	MSE	NI	U	NO/NA	COMMENTS
1. Assists staff in planning activities for students (i.e. vocational schools, college representative visitations, career choice activities).					

2.	Confers with parents and students as needed.	
3.	Assists in the orientation of new faculty members.	
4.	Works with teachers and other staff members to familiarize them with the general range of services offered by guidance department and to improve the educational prospects of individual students being counseled.	
5.	Interprets the guidance program to the community.	
6.	Remains up-to-date on the entrance requirements of colleges that students are interested in attending.	
7.	Maintains a professional relationship with students and parents/legal guardians.	
8.	Maintains cooperative, professional relations with other employees of the School District.	
9.	Maintains confidentiality regarding student progress and adjustment.	
10.	Is professionally responsive to supervision and suggestions for improvement.	
11.	Complies with the policies of the Board of Education.	
12.	Attends scheduled faculty and in-service meetings.	

THIS EVALUATION SHOWS SATISFACTORY/UNSATISFACTORY PROGRESS TOWARD CONTRACT RENEWAL.

FINAL EVALUATION: CONTRACT RENEWAL RECOMMENDED
NOT RECOMMENDED

The teacher's signature indicates only that s/he has seen this appraisal and does not necessarily indicate s/he agrees with the evaluation. S/he may attach comments.

Signature of Guidance Counselor _____ Date _____ Signature of Evaluator _____

APPENDIX G-4

WELLINGTON EXEMPTED VILLAGE SCHOOLS

_____UNSATISFACTORY PERFORMANCE REPORT/_____PROGRESS REPORT

TEACHER_____DATE_____

IDENTIFICATION

Presently your performance is unsatisfactory in the area(s) listed below (give the number of the item in the Job Description, specific reasons and/or examples).

INTERVENTION

A. Suggestions for improvement:

B. Means to obtain assistance:

TIMELINE FOR EXPECTED IMPROVEMENT

The signature below attests that the teacher has reviewed the comments above in conference with the evaluator and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet or a rebuttal may be attached with the date and signature.

A rebuttal has been attached. _____Yes _____No

_____	_____	_____
Signature of Teacher	Date	Signature of Evaluator

APPENDIX G-5

WELLINGTON EXEMPTED VILLAGE SCHOOLS

CLASSROOM OBSERVATION FORM

Teacher_____ Date_____ Time/Period_____

Assignment_____ Building_____

Comments and/or Suggestions:

The teacher's signature indicates only that she/he has seen this appraisal and does not necessarily indicate she/he agrees with the evaluation. She/he may attach comments.

A rebuttal will be attached. _____Yes _____No

Signature of Teacher	Date	Signature of Evaluator

APPENDIX H-1

Ohio Teacher Evaluation System

Self Assessment

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

Teacher Performance Evaluation Rubric

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

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**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 appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			limited and may not always support student learning.	timely feedback to support their learning.	student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence				
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence				
LESSON DELIVERY *(continued)*	**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. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. 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.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. 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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher 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 shares evidence of student learning with students.	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 shares evidence of student learning with parents and students to plan instruction to meet student needs.	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. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence				
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence				

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

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

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

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

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

Evaluator Summary Comments:

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

FINAL March 27, 2020

Evaluator Signature: _____ ☐ Photocopy to Teacher

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

FINAL March 27, 2020

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

FINAL March 27, 2020

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Final Holistic Rating of Teacher Effectiveness—Full Evaluation

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

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Ohio Department of Education

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Professional Growth Plan

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

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

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

Choose the **Domain(s)** aligned to the goal(s).

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

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

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

Comments:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio Department of Education

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Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

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

Ohio | Department

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.

APPENDIX I

FAIR SHARE FEE

Until the *Janus v. AFSCME* Supreme Court Ruling has been overturned in its entirety, it has been agreed that this Section of the negotiated agreement shall be removed and placed in Appendix I as a suspended provision of the collective bargaining agreement. The parties, however, agree that if the *Janus* decision is overturned prior to the expiration of the successor contract ending July 31, 2028, the parties will reinstate this Section as it existed in the 2016-2019 contract. Additionally, to the degree that *Janus* is modified, the applicability of a modification shall be discussed through the mid-term process set forth in Article II, Section E.

The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association, except those teachers who did not join during the 1994-95 school year, a fair share fee for the Association's representations of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Said deduction of the fair share fee for all new and current bargaining unit members except as noted above shall be effective with the beginning of the 1995-96 school year.

A. The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year during the terms of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit promptly all amounts deducted to the Association.

C. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made until the second paycheck for bargaining unit members employed after January 31st.

D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

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

F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established. Such notice shall be given to each member of the bargaining unit who does not join the Association and such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

H. The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and to defend the employer.

3. The Board agrees to the following:

- Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

- Permit the Association or its affiliates to intervene as a party if they so desire; and/or

- Not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

4. 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 for a court order) or misapplies such fair share fee provision herein.

I. Fee payers shall not be entitled to use the grievance procedure or to bring action against the Board for collecting the fair share fee.

Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

School Counselor Evaluation Rubric

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

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

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

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

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

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

Evidence				

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

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

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**

05/12/2016

Informal Observation: Open-Ended Form

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

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

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

05/12/2016

Final Summative Rating of School Counselor Effectiveness

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

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

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Ohio School Counselor Evaluation System

Professional Growth Plan

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

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

Goal One

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

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

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

Goal Two

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

☐ Academic ☐ College/Career ☐ Social/Emotional

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

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Improvement Plan

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

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

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

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

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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.*

APPENDIX K

Lake Erie Regional Council (LERC)
Working Spouse Rule Effective 1.1.2022

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the Wellington Exempted Village School District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Wellington Exempted Village School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after _____ or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 50% of the premium cost.

If your spouse is self-employed or an independent contractor and they offer health insurance to their employees, they must take that coverage

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by Wellington Exempted Village School District.

Every employee whose spouse participates under the Wellington Exempted Village School District's medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by Wellington Exempted Village School District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If you submit false

information, you may be subject to disciplinary action, up to and including termination of employment.