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AGREEMENT

BETWEEN THE

C-TEC

TEACHERS EDUCATION ASSOCIATION

AND THE

C-TEC

BOARD OF EDUCATION

JULY 1, 2013 THROUGH JUNE 30, 2016

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PREAMBLE

It is recognized by the Association and the Board that the sole purpose of C-TEC is to provide the best possible education to the students enrolled.

It is agreed that the intent is to negotiate no policy that will abridge the educational or constitutional rights of the students of the district.

ARTICLE 1. NEGOTIATIONS PROCEDURES

A. RECOGNITION

The C-TEC Board of Education, hereinafter referred to as the Board, recognizes C-TEC Teachers Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative of the secondary school teaching personnel employed by the Board. Satellite teachers shall have all of the obligations, rights and benefits of any regular bargaining unit member. Membership statistics should be provided to the Superintendent and Treasurer no later than December 1 of each school year.

It is recognized that teachers have the right to join or refrain from joining any association or organization for their professional or economic improvement and for the advancement of public education.

B. "GOOD FAITH" NEGOTIATIONS

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or to give reason as to why the proposal is not acceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding.

C. AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of C-TEC. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

D. PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section I - Request For Meeting

1. Request to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.
2. Request from the Board will be submitted in writing by the Superintendent to the President of the Association.

3. Such requests are to be made between sixty (60) and ninety (90) days prior to the expiration of the current contract.
4. A mutually convenient initial meeting date shall be set no later than fifteen (15) working days after the date of the request unless both parties agree to a later date. At this meeting, the negotiation teams shall exchange their detailed written proposals. Each team shall strive to limit the number of proposals to a maximum of ten (10) proposals. No new items shall be submitted thereafter except by mutual agreement.
5. At the next meeting to be held no later than five (5) working days after the exchange of lists or at a mutually agreed later time, the negotiating teams shall adopt an agenda containing all items to be negotiated and set dates and procedures for the ensuing meetings. However, once the agenda items have been mutually agreed upon, no additional items will be added unless by mutual consent.

Section II- Negotiating Meetings

1. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
2. When the Board and Association Representatives have reached agreement on a proposal, it shall be reduced to writing and initialed by the chairman of each group before the close of the session.
3. The chairman of either group may caucus his group for independent discussion at any time, Caucuses will be no longer than thirty (30) minutes except by mutual agreement by both parties.
4. The chairman of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recesses should be of reasonable length but should not exceed three (3) working days unless by mutual agreement.
5. Either team may call upon the use of lay or professional consultants, to assist in negotiations. Any expenses incurred through the use of consultants shall be borne by the requesting party.

The Board of Education and the Association shall be represented at all negotiation meetings by a team of negotiators not to exceed three (3) members each.

In the initial negotiations meeting, the names of members to negotiate from both sides will be identified. It is recommended that negotiations will not be

conducted unless at least two (2) members of each negotiation team are present at each negotiations session unless otherwise agreed to prior to the session.

E. REACHING AGREEMENT

As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by representatives of both teams indicating tentative agreement.

When all items under consideration have been resolved, the total document of *issues* shall be submitted to the Association to ratify and then submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board, the terms of the agreement shall become Board Policy and both parties agree to abide by the terms and conditions so stated. The Board shall provide copies of the agreement to all teachers within thirty (30) school days of its action. The Association will be responsible to advise its members of the terms and conditions of the issues agreed to set forth in the agreement.

F. RESOLVING DIFFERENCES

In the event that items remain unresolved at the end of the negotiation period, either party may request the use of a mediator.

The mediator shall be obtained through the Federal Mediation and Conciliation Service as first preference, or the American Arbitration Association if the Federal Mediation and Conciliation Service is not available.

In the event agreement is not reached through mediation within twenty-one (21) calendar days after the first meeting with the mediator and the parties do not mutually agree to an extension of the twenty-one (21) day period, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

Any cost involved in use of the mediator shall be shared equally by the Board and the Association.

Agreement reached through use of this provision shall be subject to provisions of Division 5 of this Article.

ARTICLE 2. GRIEVANCE PROCEDURE

GRIEVANCE POLICY

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

PURPOSE AND OBJECTIVES

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

GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of the negotiated contract.

GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. When the grievant intends the discussion to be the first step of the grievance procedure, as part of the informal discussion the grievant shall inform the administrator that the matter may result in a grievance.
4. A grievance shall be reduced to writing and include: (a) the alleged violation and full disclosure of the evidence; (b) relief sought; and (c) date of initiating procedure. All grievances shall be filed on the grievance form contained in Appendix A of this Agreement.
5. The Association shall be available to assist any teacher in preparing the proper and complete, information necessary to expedite the procedure.
6. The employee has the right to be represented with an association representative or counsel of his/her choice.
7. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
8. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
9. Failure of the administration to respond in the time limit stated shall mean the relief sought as stated in previous level of the proceedings shall be implemented.

10. A grievance may be initiated at the next level when it has been determined by the affected supervisor that the subject is not within his/her realm of responsibility or control.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.
13. A day referred to in this agreement shall be determined to be a scheduled school day; however, if the grievance is initiated within five (5) school days of Christmas Break, Spring Break, or Summer Break, all five (5) day time periods contained in the grievance procedure shall be expanded to ten (10) calendar days not including Holidays and weekends. It is recognized that all grievances should be acted upon promptly to assure proper accord.
14. A grievance may be withdrawn at any level without prejudice or record.
15. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
16. All grievances shall begin at the Supervisor's level (Level I) with full disclosure of the evidence.

PROCEDURE

Level I - Supervisor

A copy of the written grievance shall be submitted to the aggrieved's immediate Supervisor as soon as possible or not later than thirty (30) days of his/her becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the Supervisor within five (5) school days or as covered in paragraph 13 of this Article of the filing of the grievance. Either the aggrieved or the supervisor may present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting (or as per paragraph 13), the Supervisor shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

Level II- Director

If the aggrieved is not satisfied with the suggestion for resolution received in Level I after full disclosure of the evidence has been made, he/she may within five (5) days (or as per paragraph 13 of this Article) of receipt of such written response, submit his/her written grievance to the Director and request a meeting to discuss the grievance.

The meeting shall be within five (5) days (or as per paragraph 13 of this Article) of the request. The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days (or as per paragraph 13) of the meeting, the Director shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

Level III- Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level II after full disclosure of the evidence has been made, he/she may within five (5) days (or as per paragraph 13 of this Article) of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days (or as per paragraph 13 of this Article) of the request. The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days (or as per paragraph 13 of this Article) of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

Level IV - Arbitration

If the aggrieved is not satisfied with the suggestion for resolution received in Level III after full disclosure of the evidence has been made, he/she may within five (5) days of receipt of such written response, make written request to the Superintendent and the President of the Association that the grievance be submitted to arbitration.

The arbiter shall be selected by the President of the Association and Superintendent.

If the President of the Association and the Superintendent cannot agree on an arbiter, the arbiter shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbiter shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. The arbiter shall not have the authority to add to, subtract from, or change in any way the provisions of the negotiated contract in this procedure. The ruling of the arbitrator shall be made in writing to the aggrieved, Superintendent and the Association and shall be final to the limit of the grievance as stated.

Cost of the arbiter shall be shared equally by the Association and the Board.

ARTICLE 3. TERMINATION AND NON-RENEWAL OF CONTRACT

A. TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

B. NON-RENEWAL OF REGULAR LIMITED CONTRACT

1. The following procedures must be followed in order to non-renew a teacher's first or second regular limited contract:
 - a. The teacher must be evaluated in accordance with the Evaluation Procedure contained in this Agreement.
 - b. If the Superintendent determines to recommend that a teacher's first or second regular limited contract not be renewed, written notice containing a full disclosure of the reasons will be given to the teacher before the Board acts on the recommendation.
 - c. The teacher will have the right to an administrative hearing before the Superintendent with an Association Representative or counsel of choice to respond to allegations prior to official Board action.
 - d. The teacher shall receive written notification of the Board's action of non-renewal on or before June 1st.

A non-renewed teacher shall have the right to grieve any alleged violation of the procedures set forth in 1 a-d of this Article, however, the determination of whether to reemploy or not to reemploy a teacher is solely the Board's determination and not subject to review by an arbitrator or court. Except for failure to follow the procedures contained in 1 a-d of this Article, a decision to non-renew shall not be invalidated on any basis, including that the decision was not warranted by the results of any evaluation or any statement given pursuant to 1 b. of this Article.

The provisions of Ohio Revised Code Section 3319.11 and an amendment thereto during the duration of this Agreement are not applicable to non-renewal of the first or second regular limited contract and are superseded by this Article.

2. Non-renewal of a teacher's regular limited contract after the second contract shall be based only upon Section 3319.16 and related provisions of the Ohio Revised Code, or unsatisfactory work performance as determined from evaluation by school administration.

A copy of said evaluation procedure shall be attached to this Agreement.

Upon recommendation of the Superintendent that a teacher's limited contract shall not be renewed, a teacher so notified shall have full disclosure of reasons and have the right to an administrative hearing before the Superintendent with an Association Representative or counsel of choice to respond to allegations prior to official Board Action.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association, its agents, and affiliates shall have the right to use the school buildings for meetings. Such meetings shall not interfere with or interrupt normal instructional programs or school operation, and further shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

It is agreed by the Administration that the Association may hold a maximum of one (1) meeting per month with a starting time within the regular working day provided said meeting does not interfere or interrupt normal student instructional day, and further, said meetings shall be arranged on the school calendar so as not to conflict with Administrative Staff Meetings or building policies. This shall include all general membership meetings, but shall exclude the executive committee meetings with the Superintendent, joint negotiations team meetings or when the team meets with its OEA representative, and Labor-Management Committee meetings. If a bargaining unit member(s) attends an Association meeting during the regular teacher work day that exceeds this limit, all time spent at such meeting will be credited against any compensatory time at the rate of one hour for each hour of time over the limit.

The Association shall have the right, within established administrative procedures, to use facilities, equipment, computers, copy machines, and audio-visual equipment, and shall be responsible for said equipment when operated by qualified persons. The Association shall be allocated 2,000 copies per school year at no charge and any copies beyond that allocation shall reimburse the Board at the rate of \$.15 per page.

The Association shall have the right to use school faculty bulletin boards.

The Association shall have the use of the internal mail system of the school. The Association shall receive a copy of the Board Minutes and the Treasurer's monthly financial report after each Board Meeting.

A copy of the C-TECTEA membership roster and a copy of all Association publications such as constitution, local association newsletter, code of ethics, and related publications will be regularly provided to the Superintendent.

ARTICLE 5. INDIVIDUAL RIGHTS

It is recognized by the Association and the Board that teachers shall have the right to join or not to join, and participate in the Association as a means of improving their economic and professional status. It is further agreed that the Constitutional rights of an individual shall not be negated or taken away through items negotiated between the Association and the Board. Any individual teacher shall have the right to discuss and resolve individual concerns with the Administration and Board through normal channels of communication. However, negotiations shall be conducted exclusively between authorized representatives of both the Board and the Association.

ARTICLE 6. EVALUATION

The purpose of teacher evaluation is two-fold: to judge the teacher's competence and to improve the overall program of C-TEC; therefore, a primary concern of the supervisors is not only judging but helping. When weaknesses are noted, be they in teacher competence or overall program, the supervisors will give assistance to the teachers wishing to improve their effectiveness as well as their program by suggesting specific methods for improvement.

“OTES” - is the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, as it exists on July 1, 2013. (Amendments to Ohio law or by the State Board of Education or ODE to OTES during the term of the negotiated agreement will be deferred until expiration of the negotiated agreement.)

Definition of “Teacher”

Notwithstanding Ohio Revised Code § 3319.09, this policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing student instruction;
4. Guidance counselors will be evaluated using the Ohio School Counselor Evaluation System. Other bargaining unit positions not meeting the definition of “Teacher” shall be evaluated using the Pupil Personnel Staff Performance Instrument (Appendix H) until a mutually-agreed evaluation system is developed for those positions.

Credentialed Evaluators

Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

Teachers may be observed, evaluated and subject to walk-throughs only by their direct supervisor and his/her supervisors up the chain of command up to and including the superintendent.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education Framework. Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance on Standards; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to measure(s) of student growth.

Teacher Performance on Standards and Student Growth Measures ratings shall be combined to reach the final summative teacher effectiveness rating in accordance with state law and regulations.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned to each effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

Calculating Teacher Performance

In consultation with teachers, the Board elects to use the C-TEC Teacher Evaluation System Performance Rubric as aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric. This evaluation tool will be used to calculate the Teacher Performance on Standards fifty-percent (50%).

Calculating Student Growth Measures

For purposes of this policy, "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation may include, where available, one or more of the following: 1) Teacher-level Value-Added Data (or alternative student academic progress measures if adopted by ODE); 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures; in accordance with state law and State Board of Education requirements.

C-TEC will use Locally-determined Student Growth Measures: For courses of instruction in which neither teacher level value-added data (or Alternative Student Academic Progress Measures) nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

Fifty percent (50%) of a teacher's evaluation must be comprised of student growth measures.

Evaluation Timeline

The evaluation timeline shall include the following steps:

- Development of Professional Growth Plan or Improvement Plan (Appendix A/B.)
- Development of Student Learning Objective (SLO)/Student Growth Measure (two).
- Meet with evaluator to discuss Professional Growth Plan, (or develop Improvement Plan if necessary), finalize SLO and set student growth targets.
- First semester – at least one observation and walk-throughs (Appendix C, D.)
- Second semester – at least one observation and walk-throughs (Appendix C, D.)
- Up for contract – additional observation and walk-throughs (Appendix C, D.)
- Teacher comment on evaluation (optional) to be submitted to director (Appendix E.)
- Evaluation review and final rating of teacher effectiveness (Appendix F.)

Professional Growth and Improvement Plans

Teachers shall develop professional growth plans and/or improvement plans in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. Professional growth or improvement plans shall include the following components: student achievement goals and teacher performance goals.

Teachers must develop professional growth or improvement plans based on the Evaluation matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with the assigned supervisor.

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the assigned supervisor. Teachers who are rated Ineffective in performance must comply with an improvement plan developed by the assigned supervisor.

Student Learning Objectives

C-TEC will use Locally-determined Student Growth Measures: For courses of instruction in which neither teacher level value-added data (or Alternative Student Academic Progress Measures) nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

Meetings to determine SLO's will be concluded by October 15th with final SLO's submitted to supervisor by November 1. For the 2013-2014 school year, guidance and assistance on the writing of SLO's will be provided prior to October 1.

Observations

Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least annually, except that teachers receiving effectiveness ratings of Accomplished on their

most recent evaluation carried out under this policy shall be evaluated every two years. Each annual evaluation shall include: at least two (2) formal observations of at least thirty (30) minutes each; and classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations and classroom walkthroughs must be conducted by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

A post-observation conference should be held within ten (10) working days of the observation when both parties are present to discuss the findings. Upon completion of the conference, the forms should be signed by both parties in the presence of each other. Said signatures indicate only that both parties have read and understood the forms. Completed forms shall be provided to the teacher. Should an observation identify any performance deficiencies, the evaluator shall provide the member with specific written recommendations regarding any improvements needed.

The annual evaluation will be based upon overall knowledge of the teacher, observations and walk-throughs, including at least one announced observation. Every effort will be made by both parties to honor scheduled observation times.

Teacher Comment Form is an optional form and will be submitted to the Director.

Walk-throughs

An informal observation/classroom walkthrough is a tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits. Supervisor and teacher will work together to identify notification of walk-throughs.

Evaluation Review and Final Effectiveness Rating

Teacher Performance on Standards and Student Growth Measures ratings shall be combined to reach the final summative teacher effectiveness rating.

Retention and Promotion Decisions

Evaluations shall be considered when making retention and promotion decisions as outlined in the most current negotiated agreement and in keeping with Ohio law.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

Removal of Poorly-Performing Teachers

Evaluations shall be considered when the Board proceeds according to statute and any applicable negotiated agreement to remove poorly-performing teachers.

Professional Development

The Board will provide financial resources to support professional development in accordance with its policies governing reimbursement for college credit, professional leave, and local professional development.

ARTICLE 7. ACADEMIC FREEDOM

It is recognized by the Board and the Association that academic freedom is a student and teacher right and that such freedom is granted to students and teachers by the C-TEC School District in order that they may study, investigate, and interpret concepts when pursuing the C-TEC Courses of Study.

The teacher shall ensure that all teacher supplied supplemental materials and methods are consistent with the approved Courses of Study and course content contained therein. Any deviation from Courses of Study or course content as approved by Board Policy and Regulations shall have prior approval of the appropriate supervisor. Teachers shall ensure that materials, other than those provided by the Board, and methods of teaching, match the needs of the learner and remain within the scope and sequence of each Course of Study. The Board agrees that it shall guarantee the Constitutional rights of both teachers and students within the compliance of this policy. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.

ARTICLE 8. COMPLAINTS AGAINST PERSONNEL

When a complaint is made to the Board or any of its members or administrators concerning a teacher's conduct or to other activities that relate to the teacher's employment duties, and the complaint is considered serious enough to warrant an investigation, the teacher shall be informed as follows:

During the time school is in session: within forty-eight (48) hours excluding days not in session.

During the summer break: within seventy-two (72) hours excluding weekends and days the Board office is closed. Initial summer notification shall be attempted by phone with written notification to the member's last known address.

The Board shall not be required to abide by the above timelines if prohibited to do so by a legal authority having jurisdiction over the complaint.

Initially, the teacher will be informed of the nature of the complaint and the identity of the complainant before the administration talks with a student or staff member other than the person(s) submitting the complaint. Such disclosure shall not be required if students or staff members other than the complainant are not interviewed by the administration.

If, after investigation, the administration determines that action may be taken on the complaint, a meeting shall be held between the teacher and his/her administrator. At the meeting between the teacher and his/her administrator, the teacher shall have the alleged misconduct/complaint explained in full detail. The appropriate administrator and teacher shall attempt to resolve the party's complaint.

Following the disclosure meeting, the teacher will have the right to a follow-up meeting with his/her administrator, at which time the teacher shall be afforded the right to submit names of witnesses for the administration to interview.

The investigating administrator shall inform the teacher of the status of the investigation no longer than five (5) teacher work days after the first notice to the teacher and no more than every five (5) teacher work days after the first status report, until the investigation is terminated. Should the investigation of the complaint prove the complaint to be unjustified, the teacher shall so notified within two (2) teacher work days of the termination of the investigation and no record of said complaint shall be placed in the teacher's personnel file.

The administration shall have five (5) teacher work days from receipt of a complaint to determine if the complaint is considered serious enough to warrant an investigation. All complaint investigations shall be terminated and a final determination made within forty (40) teacher workdays of the date the complaint is considered serious enough to warrant an investigation.

In situations where a legal authority is investigating the complaint, the forty-five (45) teacher workdays will start on the date the investigating agency notifies the District of the completion of its investigation.

Nothing in this article will prevent the administration from investigating newly discovered evidence. Unsubstantiated complaints shall not be used against a teacher.

Should the complaining party still not be satisfied and take the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such complaint be grounds for action, reprimand, or discipline against a teacher without the teacher having prior notice that would allow him/her to attempt to resolve the concern or provide information on the issue to the administration or Board, or be provided a due process hearing with representation if requested by the teacher.

ARTICLE 9. REPRIMAND PROCEDURE

- A. The Board agrees that administrators will make every reasonable effort to see that reprimands to employees are made in private and not in the presence of other employees, students or parents.
- B. The Association agrees that Administrators may conference with teachers regarding school procedures and policies as well as teachers' respective programs. In doing so, administrators may provide constructive criticism when giving assistance.
- C. The procedures delineated below shall be followed prior to the placement of any performance related document in a unit member's personnel file with the exception of the following documents:

1. Professional Growth or Improvement Plan
 2. Teacher Summative Performance Review
 3. Walk Through Observation documentation
 4. Final Summative Rating of Teacher Effectiveness
 5. Teacher Comments on Observation (optional)
 6. Any attachments to the forms/instruments listed on items 1-4 above, which specifically elaborate on or are directly related to the document to which they are attached.
 7. The final written report comparing a teacher's first and second evaluation, and secondary administrator(s) with teacher supervision responsibilities (hereinafter in this Article referred to as the "supervisor") Superintendent's or Director's recommendation regarding renewal or non-renewal of contract if applicable.
 8. Should one be required, the specific written recommendations regarding improvements and the means through which assistance may be obtained.
- D. Before any written reprimand other than those delineated in Section C, above is placed in a unit member's personnel file, the following procedures be followed:
1. The supervisor shall inform the member of his/her intent to place a written reprimand in the unit member's personnel file and shall inform the unit member of the right to a meeting to respond to the content of the written reprimand. If the unit member requests a meeting, the supervisor shall mutually schedule the meeting with the member. The member shall have the right to have a representative of his/her choice present at the meeting.
 2. At the meeting the member shall:
 - a. be informed of the alleged conduct leading to the written reprimand;
 - b. be informed of the individual(s) raising the allegation;
 - c. be afforded the opportunity to address the content of the written reprimand, submit names of witnesses, and to respond to the written reprimand;
 - d. be informed of his/her right to file a written response or rebuttal to the written reprimand. Such response must be filed by the member within five (5) workdays of the meeting and will be included with the written reprimand if it is placed in the personnel file;
 - e. sign the written reprimand only that he/she has been afforded the rights set forth in this Article. This signature shall not be construed as agreement with the content of the written reprimand nor shall it waive a member's right to appeal said document.
- E. All written reprimands shall be written in a professional manner and shall not contain derogatory or unsubstantiated statements.

F. All appeals of such written reprimands shall be made to the Superintendent.

ARTICLE 10. TEACHING CONDITIONS

Teachers employed under regular contract to perform regular teaching duties shall be governed by the following working conditions:

The school year for teachers shall be one hundred eighty-four (184) days with new teachers being required at the Administration's discretion to participate in one (1) extra day for orientation.

The one hundred eighty-four (184) days shall be as follows:

1. One hundred eighty (180) days shall be designated as student instructional days so in keeping with state requirements.
2. Two (2) days shall be designated as preschool orientation for teachers and/or professional development and one (1) day shall be designated as end of the year teacher work days. If the Superintendent determines that part of the two (2) pre-school orientation days shall be for professional development, the PDC shall have the responsibility of planning and implementing the program.
3. ACTE Day to be outside the regular school year of one hundred eighty-four (184) days.

The teacher work day shall consist of no more than seven and one-half (7 1/2) continuous hours. The teacher work day shall include an uninterrupted duty-free lunch period equal to that provided to students and in no case less than thirty (30) minutes.

Each teacher will be provided during the teacher's work day at least forty-five (45) minutes of non-pupil contact teaching activities. This time shall be for conferences (student, parents, advisory committees), professional study, lesson preparation or other personal use necessary for carrying out the duties of assignment.

Teachers shall participate in the selection and operation of advisory committees which shall only be required to meet twice per year to fulfill state requirements.

Required travel time during the regular school day is not to be considered lunch or conference time. Such travel will be limited to regular teaching hours or as otherwise provided in this Agreement.

Teachers will be given the opportunity to earn contact hours for all duties outside of the contracted day, per LPDC bylaws (e.g. Open House, Evening of Exploration, New Student Orientation.)

Vocational/Career Tech class assignment of students shall not exceed maximums set forth in State Standards for each program and in no case shall the number of students assigned for a period of instruction exceed the number of stations or facilities provided to conduct meaningful instructional programs.

Academic class size shall not exceed one-hundred seventy (170) students per semester per teacher nor exceed thirty (30) students per class period in classroom students and/or credit recovery. Class size numbers for the first semester shall be calculated using October 15 enrollment figures and for the second semester using March 1 enrollment figures.

Every effort will be made to obtain substitute teachers in absence of regular teacher.

In keeping with departmental budgets, supplies and equipment shall be provided for staff in sufficient quantity to assure quality educational programs. A high volume Copier shall be made available in a central location for teachers. Copies will be available to teachers on or before August 15 each year. Whenever reasonably possible teachers will use the copier rather than the more expensive classroom printer.

The Association shall be responsible for establishing a pin number for each bargaining unit member and the emergency pool. The Association shall provide the pin numbers to the Board on or before August 1 annually. New hires shall be assigned pin numbers upon employment.

Each teacher will be provided storage space and files for maintaining records and related materials. Teachers will be provided individual mailboxes in a lockable area.

Toilet facilities will be provided staff, separate of those provided for student use. Every reasonable effort will be made to see that facilities are cleaned daily, and that exhaust fans and soap dispensers are operational. The Association will designate one (1) toilet facility as "men's" and one (1) as "women's", and the Maintenance Staff will label these respectively.

Every reasonable effort will be made to regulate classroom temperature at a level of comfort for teachers and students.

General staff and departmental meetings will be held during the regular teacher day.

ARTICLE 11. JOB DESCRIPTION

The following shall be the regular duties and responsibilities of teachers employed by C-TEC. Teachers are employed by the C-TEC Board of Education.

Teachers are to abide by administrative policies and procedures and Board of Education adopted rules and regulations.

Teachers are:

To instruct students in keeping with responsibilities set forth in individual contract, Board Policy, Course of Study, and Certificates of the State Department of Education.

To make necessary preparations to conduct instruction of classes, including:

Effective with a course of study begun after the effective date of this contract (July 1, 2006) - Developing a new and/or reviewing and revising an existing Course of Study shall be done in cooperation with, and with the continued support and help of appropriate administrator(s). Any teacher who at the direction of an administrator develops a new Course of Study shall be paid \$900.00.

1. When a Course of Study exists, a teacher shall review and make necessary revisions annually. When an appropriate administrator directs a teacher to review and revise an existing course of study, the teacher will be compensated \$450.

The teachers within a department/program shall work collaboratively with their immediate supervisor to determine assignment of the course of study tasks. If more than one teacher is involved in the development or review/revision of a course of study at the direction of an administrator, the stipends in these paragraphs will be shared equally between (among) all participating teachers unless the involved teachers agree otherwise.

A teacher developing a new Course of Study shall have twelve (12) months to complete the task. A newly hired route B teacher will have two (2) years to develop a Course of Study new to the district. A teacher reviewing and revising a Course of Study shall have six (6) months to complete the task.

2. Maintaining weekly and daily lesson plans. (See Job Description for specific instructions.)

To provide routine monitoring of the physical facilities in which regular assignments are normally conducted excluding regular custodial services.

To use non-pupil contact conference time during the regular school day for lesson preparations or other activities that will assist in conducting one's regular teaching duties.

To complete and forward necessary written reports required by Local, State, and Federal Regulations. These reports include but are not limited to:

1. Student Discipline Reports
2. Student Removal Reports
3. Student Grade Reports

4. Observed Rules Infraction Reports
5. Student Accident Reports
6. Teacher Daily Absence Reports
7. Home Visitation Reports
8. Student Attendance Reports
9. Student Financial Charge Reports.

CLASSROOM

Responsibility

Responsible to the Supervisor in his/her area, and under the overall supervision of the Director and the Superintendent.

General Duties

The teacher's fundamental duty is the reasonable, impartial, and just education and training of those students assigned to him/her as well as for all students with whom he/she comes in contact.

This education should instill in the student an understanding of, and enthusiasm for his/her chosen vocational field, and that all work has dignity and worth.

Instruction

1. Lesson Plan - write a weekly written lesson plan that is a part of a larger unit of study - copy should be filed with Supervisor. Daily detailed lesson plan should be available for any authorized Supervisor.
2. Utilize various teaching techniques in presentation of materials.
3. Provide student motivation in instruction.
4. Follow prescribed course of study, with exceptions being approved by Supervisor and Director.
5. Develop in cooperation with their Supervisor an appropriate and explainable system of grading that is in keeping with the philosophy of the school.

Students

1. Provide personal, social, educational, and employment guidance to students as needed. Classroom teacher can be the most effective guidance person in our school. Be available for scheduled and non-scheduled guidance needs.
2. Be responsible for student behavior in all areas, classrooms, and on the school grounds. This refers to all students, not just those in your class. A student in the classroom is the direct responsibility of the teacher assigned to that area and period. Special assignments will be made by the Administration.

The Administration shall take into consideration teacher assignments and number of daily class preparations in making special assignments.

Teachers are responsible for preparations for a substitute teacher (e.g. lesson plans, seating charts, lab assignment, materials) and upon return to address and process code of conduct violations that occurred during his/her absence. The student's behavior that occurs when the teacher is absent is not the fault of the teacher nor shall it be held against the teacher.

3. Avoid any form of physical or corporal punishment.
4. Report to the Supervisor any and all rule infractions that might be for the good deportment of the school. Also report discipline cases that prove extremely difficult for you as the teacher to handle.
5. Restrict any student from possessing or using alcoholic beverages, possessing or using tobacco products of any kind, using profanity or abusive language, engaging in substance abuse or gambling while in the custody and control of the school.
6. Conduct parental conferences in private. Where problems exist, seek the counsel of the Supervisor, Director, or Guidance Department.
7. Never dispense medication to students. Permit student taking of medication only when needs are properly documented.
8. Conduct Home Visits in accordance with State requirements.
9. Be aware of student needs and be knowledgeable of the special services provided by the school.
10. Instruct student regarding school safety procedures.

Administration

1. Follow outlined procedure for reporting attendance and grades and submit in allotted time.
2. Encourage care of school property. Students are to be held responsible for the defacing and proper use of school property.
3. Secure approval of the Director before entering into any student or club extra-curricular or money making activity.
4. Remain on duty in the school during assigned hours, exclusive of lunch hour. Teachers leaving the building during the lunch hour shall sign out in the

Supervisor's office. The Supervisor's or Director's permission shall be secured if it is necessary to leave the building during regular hours, exclusive of the lunch hour.

5. Meet all classes and assigned student meetings on time. Shop or laboratory is not to be left unsupervised at any time. If it is necessary to leave the class, contact your Supervisor for arrangements.
6. Serve as club advisor and perform the duties of this position.
7. Collect and account for monies pertaining to the educational programs.
8. Notify the Supervisor (in an emergency, the Director) as early as possible when unable to attend school because of illness or otherwise.
9. Refuse to participate in any commercial promotions.
10. School equipment is not to be taken from the school without permission of the Director.
11. School keys are the responsibility of each employee and he/she should be accountable for them. Keys will not be loaned to students.
12. Participate in student and school activities.
13. Attend regular and special meetings called by the Supervisor, Director, or Superintendent.
14. Attend workshops, seminars, and other educational activities designed to assist in the improvement of teaching, particularly those related to vocational education.
15. Use moderation in conduct and dress as befitting a teacher.
16. Report unauthorized persons in the building to the Supervisor or Director.

ARTICLE 12. PERSONNEL FILES

1. There will be established and maintained one (1) official personnel file on all teachers. This file shall be maintained in the office of the Treasurer.
2. Personnel files shall be open to inspection by the teacher and/or his/her authorized representative.
3. Teachers shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the teacher shall be

given a copy of any material placed in his/her official personnel file and delivery of said copy shall constitute notice.

4. If and when a teacher and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the teacher and the Superintendent/designee are unable to reach an agreement and the teacher still believes that the material contained in the file is irrelevant, inappropriate or false, such teacher shall have the right to attach a written statement to the disputed information.
5. A teacher shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices. The teacher's personnel file shall be available for inspection to the teacher within one (1) working day after request. Prior arrangements for such examination shall be made with the Superintendent or his/her designee.
6. In order for any person other than the aforementioned people (2) to obtain access to an individual personnel file, that person must notify the Superintendent of the information he/she wishes to see and the purpose of said request. If such request is made, the teacher shall have the right to be present whenever his/her file is authorized to be opened to a person other than authorized school personnel.

ARTICLE 13. PROFESSIONAL DEVELOPMENT AND MEETINGS

Professional Development is a vital and necessary part of the educational program for districts; therefore, a comprehensive provision must be provided for the maximum utilization to ensure continued improvement of the quality of our education program.

A. Professional development meetings:

Professional development at C-TEC will be planned and implemented by the professional development committee.

The PDC shall consist of five (5) members named by the Administration and five (5) members named by the Association. The PDC shall have two (2) co-chairs: one appointed by the Administration, and one appointed by the Association. The PDC may appoint subcommittees as it deems necessary for quality professional development.

The PDC will plan professional development activities in accordance with the District's mission, goals and local, state and national initiatives. (excluded – the teacher mentoring program and possible professional development activities during administrative meetings).

B. The PDC will plan and implement the following professional development activities (excluded - the teacher mentoring program and possible professional development activities during an Administrative meeting):

1. There shall be at least two (2) full day professional development days each year. One-half (.5) day of the 2 Professional Development days may be used for collaboration so long as it is (1) driven by the PDC, (2) has specific goals and outcomes and (3) time is not needed for mandated local, state or federal initiatives.

Teachers are required to attend all local professional development training. In an emergency situation, in which the teacher cannot attend, he/she is responsible for the content of the professional development.

2. Article 10, Teaching Conditions, paragraph #2, if any.
3. Waiver days.

C. Administrative Meetings:

Administrative Meetings are likewise a necessary and important part of communication within the District. Therefore, it is agreed by the Association that mandatory Administrative Meetings may, when administratively determined necessary, extend beyond the regular working day. If such mandatory Administrative Meetings exceed the regular work day by more than five (5) hours per work year, bargaining unit members shall receive compensatory time at the rate of one hour for each hour of time over the limit.

Meetings called by the Administration shall be with five (5) days advance written notice except in emergencies and no more than two (2) per month unless otherwise agreed to between a majority of the staff involved.

D. Teachers doing mapping, SLO, Credit Flex, or other types of curriculum work will be given the opportunity to earn contact hours per LPDC by-laws.

ARTICLE 14. PAYROLL DEDUCTION

As the recognized sole and exclusive agent representing the teachers of C-TEC, the Association shall be granted payroll deductions. The Board shall authorize payroll deductions of Association Dues. Such deductions shall be made in equal installments each month beginning the first pay in November and continuing for the next ten (10) months.

Said deductions will be made upon receipt of a signed, authorized form submitted to the Treasurer of the Board. Said deductions will be continuing unless a teacher gives written notice to the Treasurer during September to stop such payroll deductions.

Dues deducted shall be transmitted monthly to the Treasurer of the Association by the Treasurer with a list of names from whom deductions were made. The Association Treasurer shall submit and update a list of names for whom deductions are to be made annually by October 15, with the authorization forms.

Deductions for tax sheltered annuities shall be made two (2) times per month, in the first and second pay period.

Teachers shall have their paycheck direct deposited. Direct deposit will be made to one bank (which may be changed by completing appropriate form[s]) and, if requested, to the Cardinal Federal Credit Union. Teachers currently receiving payroll checks in hard copy will not be mandated to elect direct deposit during the term of this Agreement.

ARTICLE 15. SEQUENCE OF CONTRACT ISSUANCE

Regular limited contracts shall be offered in the following manner:

- A. Upon initial employment, a one (1) year contract shall be issued by the Board.
- B. The second contract issued by the Board shall be for one (1) year.
- C. The third contract issued by the Board shall be for two (2) years.
- D. The fourth contract and thereafter shall be issued accordingly:
 1. Teacher paid on Class II category shall receive a three (3) year contract;
 2. Teacher paid on Class III category or higher classification shall receive a five (5) year contract.
- E. Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code.

Proper certification and/or license is necessary by teachers to fulfill contract provisions herein provided.

ARTICLE 16. INDIVIDUAL CONTRACTS

All teachers employed by the Board of Education to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. Said contracts shall include the following information:

Name of teacher; name of school district; type of contract (limited or continuing); if limited, the number of years in the contract; annual compensation to be paid during the year of issuance of the contract; basis of determining the compensation (i.e., classroom teacher, B.S. Degree and 5 years teaching experience); frequency

of salary payments effective 2011-2012 school year: twenty-four [24] equal pays, the 15th and the last day of each month. If the pay date falls on a weekend or holiday, payroll will be made the previous workday, statement that teachers agree to abide by adopted Board Policies adopted in accordance with Board established policy and procedures; statement that all necessary implementing procedures have been completed by the Board prior to issuance of the written contract; provision that a copy of said contract shall be provided to the teacher; that issuance of renewal of limited contract or continuing contracts shall be effected no later than June 1 of each year; that said contract shall contain the signatures of the Board President, the Board Treasurer, and the Teacher along with the date of issuance. A copy of agreement between the Board and Association will be given at time of contract issuance.

ARTICLE 17. SUPPLEMENTAL CONTRACTS

Teachers employed for supplemental duties shall be issued supplemental contracts in keeping with the provisions of Section 3319.08 of the Ohio Revised Code. All supplemental duties shall be authorized by the Board. Said teachers shall be paid in keeping with the procedure below.

A job description shall be developed by the Administration for each supplemental duty. Copies of the job description shall be available to teachers upon request and shall be given to teachers when supplemental contracts are awarded.

The Administration will make every effort to limit the issuance of no more than two (2) supplemental contracts per teacher as set forth in this policy, and all parties involved shall cooperate to achieve this objective.

No teacher shall be coerced to accept a supplemental contract and teachers may only be required to accept supplementals in accordance with this paragraph. When qualified teachers do not seek the youth club positions and vacancies exist, the procedure for filling the supplemental contracts will take the form of a rotation of responsibility within the taxonomy area. Sequence of responsibility shall begin with the qualified teacher with the least seniority in the district, but having at least one (1) year of teaching experience. When it is necessary to utilize the rotation system, the Administration will advise the appropriate qualified teacher of his/her responsibility. Upon notification by the Administration of being chosen, the teacher may delay his/her year of service if another qualified teacher is willing to exchange places in the rotation. Teachers assigned to a supplemental position through the rotation system shall only be required to serve in that position for one (1) year per rotational assignment. This provision is not applicable in the event there is only one teacher in the area.

A qualified teacher shall be defined as a career-tech instructor whose taxonomy is within the scope of the particular youth club. A maximum of two (2) academic instructors may serve as a Skills USA/VICA Coordinator or Advisor. A maximum of one (1) academic instructor may

serve as an additional BPA Coordinator. Two (2) qualified teachers may share a youth club post and divide the compensation.

The rotation system will not apply to supplemental positions other than those relative to career-tech youth clubs (i.e., BPA, DECA, FCCLA, and Skills USANICA).

Where there is only one (1) qualified teacher in the bargaining unit, that teacher will not be required to accept the supplemental position. The position may be filled according to law if the unit member declines the position.

Each year all supplemental positions shall be posted. When a vacancy occurs in a supplemental position, staff will be notified and normal application and interview processes will occur. The rotation system shall not apply if applicant(s) applies for the vacancy.

The Board agrees to compensate the following supplemental positions effective July 1, 2006, at the rate of \$2,200; effective July 1, 2007, at the rate of \$2,300; and effective July 1, 2008, at the rate of \$2,400.

- BPA Coordinator
- BPA Coordinator
- DECA Coordinator
- English Department Head
- FCCLA Coordinator
- Intramural Coordinator for Boys
- Intramural Coordinator for Girls
- Mathematics Department Head
- SADD/Youth Empowerment Coordinator
- Social Studies Department Head
- Student Council Coordinator
- Student Council Coordinator Assistant
- (2) Teacher Mentor
- Skills USA/VICA District Coordinator
- Skills USA/VICA Local
- Advisor Skills USA/VICA
- Local Advisor Skills
- USA/VICA Local Advisor
- Science Department Head.

Committee Stipend

Bargaining unit members holding the positions of CIP Chairs shall be paid an annual stipend of \$500.

ARTICLE 18. SICK LEAVE

The Board of Education considers a well administered program of sick leave essential to the welfare of an employee.

Sick leave shall be granted to maximum accumulation for any of the following reasons:

1. personal illness (including pregnancy)
2. personal injury
3. exposure to contagious disease which could be communicated to others
4. illness or injury of a member of the immediate family
5. death in the immediate family.

Immediate family shall mean any of the following persons: spouse, children; father; mother; brother; sister; in-laws; members of the immediate household; grandparents; grandchildren; or other persons who have assumed a similar personal position to the teacher regardless of residence or relationship. The maximum accumulated sick leave shall be two hundred forty-five (245) days effective 7/1/06, two hundred fifty (250) days effective 7/1/07 and two hundred fifty- five days (255) effective 7/1/08.

A teacher who is a grandparent may use up to three (3) days to be with his/her daughter or daughter-in-law within two (2) weeks after the daughter/daughter-in-law has given birth to a child. The teacher taking this leave cannot use sick leave and must first exhaust his/her personal leave, and then must take time off without pay, but may take no more than three (3) total days of leave. Application for this leave must be submitted at least five (5) workdays before the absence. This provision is only for circumstances not already covered under this sick leave policy.

Sick leave shall be granted to a pregnant teacher for pregnancy related disability to maximum accumulation provided the teacher supplies the Board of Education with a statement from her physician indicating that she cannot fulfill the duties of her contract.

Sick leave shall be earned on the following basis:

1. One and one-quarter (1 1/4) days per month or fifteen (15) days per year for all full-time employees.
2. Sick leave reserve shall be that accumulated amount not used by the employee.
3. Treasurer will notify each employee of his/her sick leave status by October 1 of each year.
4. Unused sick leave accumulated by an employee in any State Agency in Ohio shall be credited to the employee's account.

5. The responsibility for transfer of sick leave from one State Agency to another shall rest with the incoming employee.
6. Necessary proof of personal illness shall be provided in accordance with Ohio Revised Code.
7. Upon beginning the duties of employment, a teacher new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days. Should a teacher sever his/her employment with the District prior to earning all advanced sick leave day(s), the District shall deduct the day(s) used from the teacher's last paycheck. This shall include both day(s) used in accordance with this Article and day(s) donated to the Sick Leave Pool.
8. A teacher may be granted additional sick leave beyond the number accumulated upon recommendation of the Superintendent according to Section 3319.08 of the Ohio Revised Code.
9. In the event of the extended absence (five [5] days or more) of a regular teacher/instructor, the teacher/instructor shall not be required to submit routine weekly lesson plans. This language shall not prohibit a teacher/instructor from voluntarily carrying out such task.

Legal citations: ORC 143.29, 3313.21, 3313.21.1, 3319.08, 3319.14, 3319.141, OAG 1057 (5/18/64), OAG 72-032

ARTICLE 19. LEAVE OF ABSENCE

A leave of absence (without pay or fringe benefits) may be granted to personnel for a period of one (1) year with Board of Education approval and in keeping with Ohio Revised Code. Conditions governing granting of this leave are as follows:

1. Leaves of absence may be granted for armed forces duty, illness or disability, formal education, and maternity;
2. School insurance may be continued at the individual's expense. Advance payments to the Treasurer must be made by the individual each month;
3. An electronic application for a leave of absence for a formal education plan, approved by the Superintendent, must be made prior to May 1 of the year of the desired leave.

ARTICLE 20. PERSONAL LEAVE

Each teacher shall have up to a maximum of three (3) personal leave days per year with full pay. Teachers who have completed Step 20 or above on the Salary Schedule shall have up to a maximum of four (4) personal leave days per year with full pay.

Electronic application for personal leave shall be signed by the teacher and submitted to the Supervisor at least five (5) days (when possible) prior to the day/days such leave is to be taken. When emergency situations arise making this compliance impossible, the Superintendent shall be advised at the first opportunity and the electronic application for personal leave shall be submitted to the Superintendent within three (3) days after date of absence.

Examples for use of Personal Leave are to attend graduation exercises of the teacher or members of the immediate family, to conduct college business, to attend marriages in the immediate family, for religious observances, to conduct legal matters, to attend to personal matters that cannot be conducted on other than school time.

Teachers are prohibited from using personal leave immediately before or after a vacation period or holiday except in the instance of an extreme emergency or due to situation beyond the teacher's control.

Personal leave shall not be used for any of the following reasons:

1. To conduct personal business that can be conducted on other than school time.
2. To seek other employment.
3. To transact other income producing business activities.

An employee who earns three (3) personal leave days and uses no personal leave days in any year will be credited with three (3) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns three (3) personal leave days and uses no more than one (1) personal leave day per year will be credited with two (2) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns three (3) personal leave days and uses two (2) personal days will be credited with one (1) sick leave day to his/her total accumulation.

An employee who earns four (4) personal leave days and uses no personal leave days in any year will be credited with four (4) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns four (4) personal leave days and uses no more than one (1) personal leave day per year will be credited with three (3) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns four (4) personal leave days and uses two (2) personal days will be credited with two (2) sick leave days to his/her total accumulation. An employee who earns four (4) personal leave days and uses three (3) personal days will be credited with one (1) sick leave day to his/her total accumulation.

Any employee who has reached the maximum sick leave accumulation contained in Article 18 shall be paid for the unused personal day(s) at the rate of 50% of the member's per diem.

ARTICLE 21. PROFESSIONAL LEAVE

Professional leave shall be considered a part of the professional development training when it is for the purpose of attendance of meetings and visitation in promoting the needs of local district programs and obtaining of information that will assist the improvement of said programs at local, state, or national levels.

Meetings attended while on professional leave may be approved by the Superintendent as fulfilling the requirements for the local professional development program.

Absence with pay will be allowed by the Board for worthwhile educational activities involving school business. The Superintendent's approval through regular channels will be required for all such activities. These absences will not be deducted from sick leave credit. All applications should be submitted five (5) days in advance of requested visit.

The educational activities for which a member requests professional leave must be related to either the district, department or member's individual goals.

Upon return from professional leave, the member shall be required to submit a brief written summary of the activity in which he/she participated. A member may be required to provide a presentation on the educational activity at a staff meeting or in-service. In no case shall a member be required to provide more than a fifteen (15) minute presentation.

Meetings of an instructional and related nature attended by teachers shall be reimbursed in keeping with the policy governing travel reimbursement.

As a part of Professional Leave, the Association shall be granted up to five (5) days annual leave for association representatives to attend professional business meetings. The Association President or his/her designee may use up to two (2) of these days for Satellite Program visitations. This leave is non-accumulative. The Board will pay the expense of the substitute. The Association will be responsible for the expenses of the representative(s) at such meetings.

ARTICLE 22. ASSAULT LEAVE

The Board shall grant up to twenty (20) consecutive days of paid assault leave due to injury or illness resulting from a physical assault on a teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties when the teacher's conduct was within the bounds of general standards of professional behavior.

Eligibility shall be determined by the Superintendent and will be based on a signed statement by the teacher within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include, but not be limited to, the following:

1. Nature of disability
2. Date and time of occurrence

3. Identification of individual or individuals causing the assault if known
4. Facts and circumstances surrounding the assault
5. A certificate from a licensed physician describing the nature of the disability and its duration causing absence
6. A statement indicating a willingness to participate and cooperate with the Board of Education if the Board decides to pursue legal action against the assaulter or assaulters.

Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

Assault leave granted under this section shall not be charged against sick leave or personal leave. Worker's compensation cannot be received simultaneously with leave benefits.

ARTICLE 23. REDUCTION IN FORCE

In the event that a reduction in the number of teachers becomes necessary due to a decline in student enrollment, program funding, for financial reasons or other just reasons as determined by the Board, this reduction will be in keeping with the provisions of this Article and Section 3319.17 of the Ohio Revised Code.

NOTIFICATION OF ANTICIPATED RIF

The Superintendent shall notify the President of the Association at least thirty (30) days prior to the Board meeting date that it is his/her intention to recommend to the Board a proposed reduction in force. This notification shall include the position(s), recommended effective date, and reason(s) for the recommended action.

The Association will be afforded the opportunity to address the Board in Executive Session prior to Board action.

SENIORITY

Seniority shall be defined as length of service at C-TEC from the date of most recent hire. All approved "leaves of absence" will be approved for seniority purposes. Seniority will be assigned at the date of hire on the following basis.

Time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority. This item shall become effective on January 1, 1994.

A tie in seniority shall be broken by the following method to determine the most senior member:

1. Date of Board meeting hired; if more than 2 unit members are hired at the same meeting, then
2. Total number of years of active teaching service in Ohio public schools documented by STRS and provided by the unit member; if 1 and 2 are equal, then
3. The person with the largest last digit of his/her social security number, then.
4. By lottery. The most senior member being the one whose name is drawn first at the time of hire.

Seniority shall be lost when a bargaining unit member retires, resigns, is discharged for cause, or otherwise leaves the employment of the Board.

The Superintendent shall provide the President of the Association a seniority list by November 1 of each contract year. Such list shall include name, certification(s) and/or license(s) held, type of contract (continuing or limited), and the first day of continued employment.

REDUCTION IN FORCE IMPLEMENTATION

1. During the term of this contract Reduction In Force shall be applied to individual career-tech and/or academic teaching units on the basis of performance evaluation ratings (not value added or student growth). Effective June 30, 2016 rating for RIF purposes shall be determined by the summative rating for each teacher.
 - a. **SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS:** Suspension of contract shall occur to non-tenured first and shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.
 - b. **SUSPENSION OF CONTRACTS, TENURED TEACHERS:** If the suspension of contract is necessary for any tenured teacher, this shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.
 - c. For the purpose of determining which evaluations are “comparable”, all members rated “accomplished” shall be deemed comparable to one another; all members rated “skilled” shall be comparable to one another;

all members rated “developing” shall be comparable to one another; and all members rated “ineffective” shall be deemed comparable to one another.

2. Members may displace a less senior member in another teaching area provided they hold a valid provisional teaching certificate/license or higher and have had comparable evaluations as defined in 1(c) above at C-TEC.
3. A teacher whose contract is suspended as a result of a RIF Program shall be given written notification, by registered mail, that his or her employment will be suspended and the reason for such suspension. This notification shall be in accordance with Section 3319.17 of the Ohio Revised Code.

RE-EMPLOYMENT FROM THE RECALL LIST

- A. All teachers whose contracts are suspended as a result of a reduction in force as herein defined shall be placed on a list stating years of continuous service to the district and subject(s) certified and/or licensed to teach. These teachers will remain on the Recall List for a period of two (2) years.
- B. Teachers on the recall list who are certified/licensed to perform the work in a vacant position will be recalled on the basis of performance with the highest performing recalled first. Seniority will not be the basis for this decision except where teachers have comparable evaluations.
- C. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify within ten (10) calendar days from the date the letter is sent to indicate availability and desire for such position. Of the teachers indicating availability and desire for such position, the one on the recall list with the highest performance rating shall be reinstated by the Board. If a teacher is recalled into an area where he/she has not taught within the last five years, he/she shall be required to successfully complete within 12 months of recall no less than nine (9) CEU's or equivalent directly related to the new area of instruction.
- D. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the teacher RECALL List in keeping with procedures stated above (Paragraph B).
- E. Transfers may be made to a position affected by the RIF Program in accordance with the provisions of Article 24 after the position(s) has been offered to all properly certificated/licensed teachers on the RECALL List.
- F. No teachers new to the district will be employed in a position affected by the RIF Program until all properly certified/licensed teachers on the RECALL List have been offered a contract for the position in accordance with the provisions of this policy.

In addition, no teacher new to the district shall be hired under a temporary certification/license while there are teachers on the RECALL List who are eligible for such temporary certification/license.

The Board must first offer all eligible employees on the RECALL List, in descending order of seniority, the opportunity to secure a temporary certification/license and return to full employment in the vacant position. Should an employee(s) decline the opportunity to secure a temporary certification/license, said employee shall remain on the RECALL List for rehire to a position for which he/she is properly certified/licensed.

- G. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored to their former status.
- H. Teachers remaining laid off will be given preferential consideration as substitute teachers.
- I. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years.
- J. Recall rights are maintained to a maximum of two (2) years.
- K. After a period of two (2) years, or after waiving recall rights, any teacher who is RIF'd and not subsequently employed as a teacher may apply for severance pay if they have four (4) years of service with the Board.
- L. Any teacher affected by this policy shall waive all stated recall rights upon accepting a similar position elsewhere.

**ARTICLE 24. SALARY AND DETERMINATION OF PLACEMENT ON THE
SALARY SCHEDULE**

Placement on the salary schedule shall be based upon an employee's years of experience and class determination.

Class placement shall be determined by the employee's education level and licensure as follows:

Class	Educational Level	Licensure
I.	a. Bachelor's Degree b. Non-Degree	Resident Educator or Alternative Resident Educator* License
II.	a. Bachelor's Degree b. Non-Degree	Professional Educator License (5 year license) Professional Educator License (5 year license)
III.	a. Bachelor's Degree 150 sem hrs/225 quarter b. Non-degree or below Bachelor Degree 31 semester hours or 47 quarter hrs	Professional Educator License (5 year) Professional Educator License (5 year)
IV.	a. Master's Degree b. Bachelor's Degree 160/sem 240 Quarter Hours c. Non-Degree or below Bachelor Degree 41 sem hrs or 62 quarter hrs	Professional Educator License 5 year Professional Educator License 5 year 2 nd Professional Educator License (5 year)
V.	a. Master's Degree b. Non-degree or below Bachelor degree plus 86 sem hrs or 129 quarter hrs	2 nd Professional Educator License (5 year) Or Senior Or Lead Professional Educator License 2 nd Professional Educator's license (5 year)

*Successful completion of the second year requirements of the Ohio Resident Educator Program will result in movement to Class 2.

UPON INITIAL EMPLOYMENT

- A. Full previous professional teaching experience will be recognized for placement on the appropriate Class and Step of the salary schedule.
- B. Work experience related to instruction and verified will be credited for placement at one (1) year work experience/one (1) year salary step to a maximum of twelve (12) years above the number of years of work experience required to obtain initial certification/license.
- C. Teachers with a Bachelor's Degree and an Alternative Resident Educator License shall be initially placed at Class I. Career technical teachers with previous experience and with an Alternative Resident Educator License shall be placed on Class I.
- D. On or before June 15th a teacher in the second year of the Resident Educator Program shall submit to the treasurer a written request to be moved to Class II. The written request must be accompanied by a statement from the teachers' mentor that the teacher has successfully completed the work required during the first two years of the Resident Educator Program.

In instituting the new class requirements, no unit member shall be reduced to a lower class than the one they were in prior to the effective date of this Agreement.

Upon completion of the course work that qualifies a certificated and/or licensed employee to move from one class to another, the employee shall provide an official transcript of completed course work and/or new or renewed license (or electronic verification of license) to the Treasurer. Adjusted salary shall be effective from the date the transcript, license or electronic verification of license is received in the Treasurer's office.

The base salary shall be \$33,645 effective July 1, 2013, through June 30, 2014; the base salary shall be \$33,980 effective July 1, 2014, through June 30, 2015; the base salary shall be \$34,320 effective July 1, 2015, through June 30, 2016. Salaries shall be rounded off to the nearest five dollars (\$5.00).

The Board shall make a one-time payment of \$800.00 to all unit members employed by the Board as of ratification. This payment shall be made the first pay after ratification or as soon as possible.

LONGEVITY

A teacher who has completed Step 20 or above on the Salary Schedule may elect not to defer and to receive as part of salary up to seven (7) days of accumulated years of pay for service beyond ten (10) years in the District to be paid at 84% of the employee's per diem. The Treasurer must be notified in writing of such election prior to July 1 of the school year in which this salary will be received.

TEACHER SALARY SCHEDULES

FY14						
Step	Class I	Class II	Class III	Class IV	Class V	
0	32,230	33,645	35,325	37,010	38,690	Base
1	33,645	35,160	37,010	38,690	40,540	33,645
2	35,055	36,670	38,690	40,375	42,390	
3	36,470	38,185	40,375	42,055	44,240	
4	37,885	39,700	42,055	43,735	46,090	
5	39,295	41,215	43,735	45,420	47,945	
6	40,710	42,730	45,420	47,100	49,795	
7	42,120	44,240	47,100	48,785	51,645	
8	43,535	45,755	48,785	50,465	53,495	
9	44,950	47,270	50,465	52,150	55,345	
10	46,360	48,785	52,150	53,830	57,195	
11	47,775	50,300	53,830	55,515	59,045	
12	49,190	51,810	55,515	57,195	60,895	
13		53,325	57,195	58,875	62,745	
14		54,840	58,875	60,560	64,595	
15		56,355	60,560	62,240	66,445	
16		57,870	62,240	63,925	68,295	
17		59,380	63,925	65,605	70,150	
20		60,895	65,605	67,290	72,000	

FY15						
Step	Class I	Class II	Class III	Class IV	Class V	Base
0	32,555	33,980	35,680	37,380	39,075	33,980
1	33,980	35,510	37,380	39,075	40,945	
2	35,405	37,040	39,075	40,775	42,815	
3	36,835	38,565	40,775	42,475	44,685	
4	38,260	40,095	42,475	44,175	46,555	
5	39,690	41,625	44,175	45,875	48,420	
6	41,115	43,155	45,875	47,570	50,290	
7	42,545	44,685	47,570	49,270	52,160	
8	43,970	46,215	49,270	50,970	54,030	
9	45,395	47,740	50,970	52,670	55,895	
10	46,825	49,270	52,670	54,370	57,765	
11	48,250	50,800	54,370	56,065	59,635	
12	49,680	52,330	56,065	57,765	61,505	
13		53,860	57,765	59,465	63,375	
14		55,385	59,465	61,165	65,240	
15		56,915	61,165	62,865	67,110	
16		58,445	62,865	64,560	68,980	
17		59,975	64,560	66,260	70,850	
20		61,505	66,260	67,960	72,715	

FY16						
Step	Class I	Class II	Class III	Class IV	Class V	
0	32,880	34,320	36,035	37,750	39,470	Base 34,320
1	34,320	35,865	37,750	39,470	41,355	
2	35,760	37,410	39,470	41,185	43,245	
3	37,205	38,955	41,185	42,900	45,130	
4	38,645	40,500	42,900	44,615	47,020	
5	40,085	42,040	44,615	46,330	48,905	
6	41,525	43,585	46,330	48,050	50,795	
7	42,970	45,130	48,050	49,765	52,680	
8	44,410	46,675	49,765	51,480	54,570	
9	45,850	48,220	51,480	53,195	56,455	
10	47,295	49,765	53,195	54,910	58,345	
11	48,735	51,310	54,910	56,630	60,230	
12	50,175	52,855	56,630	58,345	62,120	
13		54,395	58,345	60,060	64,005	
14		55,940	60,060	61,775	65,895	
15		57,485	61,775	63,490	67,780	
16		59,030	63,490	65,210	69,670	
17		60,575	65,210	66,925	71,555	
20		62,120	66,925	68,640	73,445	

ARTICLE 25. HEALTH INSURANCE AND DENTAL INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio, a High Deductible Healthcare Plan (HDHP) qualifying employees for Health Savings Accounts (HSA). The HDHP benefits are summarized per the description of UHC HSA #2, Definity Plan & PD-P Mod.

High Deductible Healthcare Plan/Health Savings Account

The District shall provide a High Deductible Healthcare Plan including the following provisions:

Deductible:	Network	Non-Network
Single	\$2,500	\$5,000
Family	\$5,000	\$10,000
Out-of-Pocket Maximum:		
Single	\$2,500	\$6,000
Family	\$5,000	\$12,000

The in-network deductibles and in-network out of pocket maximums for the HDHP will be the IRS minimum for an embedded deductible for singles and twice that amount for families.

The non-network deductibles will be twice the in-network deductibles. The non-network out of pocket maximum will equal the non-network deductible plus co-insurance.

A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six months or twelve months, or in a lump sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

Each bargaining unit member who participates in the district's High Deductible Healthcare Plan (HDHP) on the preceding December 31 or enrolls into the district's HDHP during the most recent open enrollment period shall receive from the Board, for the period of January 1 through December 31 of the year in which payment is made, a contribution to the employee's Health Savings Account. The Board shall contribute fifty percent (50%) of the In-Network Deductible to each eligible bargaining unit member's account on the 1st business day of each calendar year.

Employees hired during the HDHP/HSA plan year (Jan 1 - Dec 31) or employees who choose to voluntarily re-enroll in the district plan, shall receive the Board of Education contribution on a pro-rated basis as provided by the IRS Code and Regulations. For employees switching from single coverage to family coverage or vice versa during the calendar year, they will have no adjustment to the HSA contribution. Any adjustment would take place the 1st business day of the calendar year following the change.

DENTAL

The Board of Education shall purchase through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the following specifications for each certificated/licensed employee and his or her eligible dependents.

Maximum Benefits per person:

Class I, II, or III		\$2,500.00
Class IV		\$1,000 per person
Deductible	Individual	\$25 per calendar year
	Family	\$50 per calendar year

Benefits Paid

Class I - Preventative & Diagnostic No deductible. 100% of reasonable and customary charges.

- Routine Oral Exams - twice in any consecutive twelve- (12-) month period
- Teeth Cleaning - twice in any consecutive twelve- (12-) month period
- Fluoride Treatments - one every twelve (12) months
- Emergency pain treatments
- Space maintainers
- Diagnostic x-rays
- Tests and lab exams

Class II - Basic Restorative 80% of reasonable and customary charges.

- Fillings - amalgams, silicate, acrylic
- Root canal therapy
- Treatment of gum disease
- Repair of bridgework and dentures
- Extractions and oral surgery
- General anesthesia (if medically necessary)

Class III - Major Restorative 70% of reasonable and customary charges.

- Inlays, onlays, gold fillings, or crown restorations
- Initial installation of fixed bridgework

Installation of partial or full-removable dentures
Replacement of existing bridgework or dentures
Class IV - Orthodontia No deductible. 60% of reasonable and customary charges.
Lifetime maximum benefit of \$1,000 per person.

Full banded orthodontic treatment
Appliances for tooth guidance
Appliances to control harmful habits
Retention appliances - non in connection with full banded treatment

HEALTH CARE PREMIUM

The Board shall pay 85% of the premium cost for an employee's family or single health care coverage with the insured employee contributing the remaining 15% premium cost.

ANNUAL OPT OUT

Any bargaining unit member who can demonstrate that he/she is covered by a hospitalization/surgical/major medical plan shall have the right to annually opt out of the District-provided hospitalization/surgical/major medical insurance plan. If the member provides written notice to the Board Treasurer between November 1 and November 30 of any year, the District shall pay a lump sum equal to 25% of the single or family plan premium as determined by the coverage enrolled in at the time of the opting out. This lump sum amount shall be forwarded to the plan member on or before November 10 of the succeeding year. In order to be reinstated to the District plan, one of the following criteria and conditions must be followed:

1. If a member demonstrates to the District that he/she has lost coverage of the non-District health plan involuntarily, then the member will be reinstated immediately to the District plan.
2. If the member chooses to voluntarily re-enroll in the District plan, he/she must do so during the annual enrollment period.

FLEXIBLE SPENDING ACCOUNTS

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA).

Employee contributions will be in a 125 Plan, contributions will be deducted from gross pay prior to the assessment of tax.

GENERAL

In general, coverage changes will only be possible during the open period in November of each year.

A copy of said policy will be provided to the Association.

A study committee will be established to review alternative insurance plans with the intent to reduce cost.

ARTICLE 26. VISION INSURANCE

The Board of Education shall purchase through a carrier licensed by the State of Ohio, vision insurance coverage which meets or exceeds the following specifications for each certificated employee and his or her eligible dependents.

- One Examination Annually
- Standard Lenses Annually
- Standard Frames Every Twenty-Four (24) Months.

Total deductible for above shall not exceed twenty dollars (\$20) annually.

ARTICLE 27. RETIREMENT CONTRIBUTION

The C-TEC Board of Education designates the mandatory contribution of the Certificated Employees to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and state income tax shall be these employees' total gross income reduced by the current percentage amount of the employees' mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board; and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that these employees' total salaries are not increased by such "pick up," nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

ARTICLE 28. GROUP LIFE INSURANCE

The Board shall purchase from the School Employers Trust or other carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit in the amount of fifty thousand dollars (\$50,000), plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board. The effective date of coverage shall be July 1, 1989.

Bargaining unit members may purchase additional life insurance and pay for the same through payroll deduction, subject to any eligibility requirements of the insurance provider.

ARTICLE 29. TUITION REIMBURSEMENT

The Board agrees to grant allowances of individual certificated personnel for tuition reimbursement according to the following guidelines:

1. Alternative Resident Educator License (Career Tech, Route B) teachers may not claim both tuition reimbursement and workshop compensation.
2. All requests for reimbursement must be submitted on the formal application

supplied by the Board to the Superintendent ten (10) work days prior to the start of the class. A response will be made within ten (10) work days of receipt of the request.

3. Credits must be earned in an academic or trade related course from a college, trade or specialized school or university in the employee's area of certification and assignment, and at a like rate for equivalent courses in the areas of certification of a teacher of vocational education.
4. Course work must be scheduled at times that do not interfere with normal duties during the regular work day of the employee.
5. Certificated personnel receiving tuition reimbursement must return to C-TEC for the entire school year following the completion of course work. An exception to this rule will be made if the person involved is RIF'd or becomes eligible for disability retirement approved by the State Teachers Retirement System.
6. In order for a teacher to be eligible for reimbursement, the following items must be on file in the Treasurer's office:
 - An official transcript of the credits or the official grade card from the class for which reimbursement has been applied, showing a grade of no lower than a "C" or "Pass" for each course for which tuition reimbursement is requested.
 - A detailed bill or other official document from the institution indicating the actual cost of tuition and breakdown of other fees.
 - Proof of payment.
7. Reimbursement shall be made within forty-five (45) days after the Treasurer has received the item described in the foregoing stipulations.
8. Tuition reimbursement will be funded by the Board as follows:

The tuition reimbursement pool shall be funded to the amount of forty-five thousand dollars (\$45,000) per calendar year and will not be carried over to the next calendar year. The reimbursement amount shall be charged to the pool based upon the first scheduled class date.

Alternative Resident Educator License teachers shall be fully funded for courses required to obtain their initial 5 year license.
9. No teacher will be reimbursed by the Board if he/she received grants, payments, or scholarships from some other source for tuition.
10. Teachers may receive a yearly maximum of five thousand dollars (\$5,000).

11. Teachers who have been approved for tuition reimbursement and who later do not enroll in the class as scheduled, are asked to notify the Superintendent as soon as possible.

ARTICLE 30. COMMITTEES

To promote communication, the C-TEC Teachers Education Association and the C-TEC Board of Education agree to the following:

- A. The following practices will be exercised at all committee meetings (e.g. BLT, CIP, CIP subcommittees, Technology, LMC):
 1. A designated individual will take notes of the proceedings.
 2. Minutes or another form of information sharing will be developed by each committee and implemented to inform staff of the content of meetings.
 - a. For instance, reports of CIP subcommittee meetings should be published.
 - b. There must be accountability for information disseminated.
 - i. Minutes should reflect whether decisions were made, information provided or issues were discussed without final resolution.
 - ii. Prior to dissemination, all minutes shall be approved by the committee or subcommittee chairperson or chairpersons.
- B. Committees (e.g. BLT, CIP, subcommittees of CIP, Technology, LMC) will develop avenues for input regarding changes, such as a place on meeting agendas where an opportunity for input will be provided, a place for input included on meeting minutes or some other document so that a person may fill in the space and return it to the committee.
- C. The Association will assign an individual to each CIP committee and subcommittee. This person will report information regarding the committee and its proceedings to the Association.
- D. Regular curriculum updates and related issues that affect terms and conditions of staff members will be on the LMC agenda.
- E. The appropriate administrator(s) will announce to the staff all final major changes affecting staff members.
- F. All committee meetings will be scheduled at a time and place that will afford all members the opportunity to be in attendance.

ARTICLE 31. TRAVEL ALLOWANCE

Teachers may be required to conduct travel in the course of performing their duties.

The Board shall pay mileage in accordance with Article 30 of this Agreement to all satellite teachers when they are required to travel to meetings, in-services and etc. scheduled at C-TEC and/or to travel between local districts during the course of their work day.

Teachers shall be compensated for actual and necessary expenditures within forty-five (45) days of submission to the Treasurer of an approved voucher for such activities or assignments.

Mileage reimbursement for use of personal cars shall be as follows:

Prevailing Internal Revenue Service (IRS) Rate.

Teachers shall be granted travel advances when the anticipated travel costs exceed one hundred dollars (\$100.00). Teachers must submit receipts and/or reimbursements fourteen (14) days after returning from such travel, along with an accounting of all monies advanced.

Should the Board of Education pre-pay a travel expense for a teacher and/or provide a teacher with a travel advance for an event which the teacher subsequently does not attend, the teacher shall reimburse the Board for the total amount pre-paid or advanced.

ARTICLE 32. SEVERANCE PAY

Under provisions of Section 124.39 of the Ohio Revised Code, the Board will grant, upon retirement or upon separation after ten (10) years service with C-TEC or upon separation by Reduction In Force (RIF) after four (4) years with C-TEC, severance pay for one-fourth (1/4) of the value of a certificated employee's accrued but unused sick leave credit up to a maximum of one-fourth (1/4) of two hundred forty days (240), plus one (1) day for each year of service over ten (10) years employment with C-TEC. Such payment shall be based upon the employee's rate of pay at the time of retirement or separation.

Payment for unused sick leave on this basis shall apply only for accrued sick leave credit earned by the employee to the time of his or her retirement or separation. Said payment will eliminate all sick leave accrued by the employee at the time of retirement or separation.

Application for severance pay must be submitted to the Treasurer no later than thirty (30) days prior to an employee's effective retirement date or date of separation from service. Separation by Reduction In Force shall be in accordance with Letter K of the Reduction In Force Article.

An employee receiving this benefit shall receive payment in one lump sum within sixty (60) days of an employee's effective retirement date.

ARTICLE 33. PROVISIONS FORBIDDEN BY LAW

Issues resolved in this Agreement were arrived at in good faith and with the understanding of both parties that all provisions are in keeping with the stated statutes of the State of Ohio. If it is determined by court of law with jurisdiction to this school district or an act of legislature that all or part of any provision is forbidden by law, that part shall be deemed null and void to the extent prohibited with the rest of the agreement remaining in effect. If a section is deemed forbidden by law as previously described and makes the rest of the provision unworkable, said action shall be reason for immediate negotiations on that provision to obtain workable provisions within the established legal structure.

ARTICLE 34. CONTINUOUS PERFORMANCE PROVISION

It is agreed by the Board and Association that neither party will sponsor or encourage concerted actions such as strikes or lockouts during the life of this Agreement so long as all parties operate in keeping with the stated provisions.

ARTICLE 35. VACANCIES AND TRANSFERS

1. The assignment and transfer of staff members is a function and responsibility of the Superintendent.
2. A vacancy shall be any existing or newly created position(s) in the bargaining unit which no unit member holds and which the Board or Superintendent intends to fill. A vacancy does not include a restructured or renamed position held by the same unit member.
3. If a vacancy occurs in a certificated/licensed position, including supplemental positions, all staff members will be notified (by the internal mail system during the school year and in the paycheck mailing during the summer), and be given ten (10) days in which to respond in writing notifying the Superintendent of their interest.
4. Transfers may be made to a position affected by the Reduction In Force Program after the position has been offered to all properly certificated/licensed teachers on the Recall List.
5. All bargaining unit members requesting a voluntary transfer shall be interviewed and given consideration in filling a vacant or new position. Said interview shall not be required if a mutually agreeable date and time cannot be arranged within ten (10) days of the end of the posting period.
6. Should the employer desire to change any of the qualifications (i.e. certification/license, experience) for a vacant position after the position has been

posted, the position must be reposted and filled in accordance with all provisions of this Article.

7. During the period of ten (10) days before the beginning of each school year, written notice of vacancies or any changes to qualifications as described in paragraph 6. will be mailed to bargaining unit members and during the period of ten (10) days after school starts written notice shall be sent by the internal school mail. Interested individuals will be given five (5) weekdays in which to respond in writing to the Superintendent.

ARTICLE 36. LABOR MANAGEMENT COMMITTEE

PURPOSE

The purpose and goal of the Labor-Management Committee ("LMC") shall be to maintain open communication between the Association and the Administration and to research, study and discuss relevant resolutions to mutual problems affecting labor relations.

The LMC shall not be used to avoid or bypass proper administrative channels or the chain of command nor shall the LMC be used to address any issue which is the subject of a grievance and/or an unfair labor practice charge.

MEETINGS

Meetings shall be held once a month except when the co-chairpersons agree that no meeting is necessary. The dates of these meetings shall be determined by mutual agreement of the co-chairs. The meetings may be attended by three (3) Association members selected by the Association President and three (3) administrators selected by the Superintendent. The Association President and Superintendent shall each select a co-chairperson from their respective members (either or both may choose to serve as a chairperson).

The parties agree that the concurrence with actions taken by this Committee do not waive the contractual provisions of this Agreement and that any resolution that affects the wages, hours terms and/or conditions of employment must be ratified by the respective parties.

AGENDA AND RESPONSE TO AGENDA ITEMS

An agenda will be mutually developed by the co-chairs prior to each meeting. If either co-chair deems an agenda item an inappropriate topic for the LMC, the item shall not be placed on the agenda. Each item on the agenda will be openly and freely discussed and action reached before proceeding to the next agenda item. Items requiring further study may be tabled. Where mutually satisfactory resolutions are not reached, the agenda item will be canceled, reverting to its proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc. A resolution may be an agreement to disagree.

Minutes will consist of date, time, place of meeting, those in attendance and absent, description of issue(s) discussed and action(s) taken. Before distribution, both parties shall review and agree upon the minutes.

Any agenda item requiring a response from the Superintendent or his/her designee shall be responded to no later than thirty (30) days after the date the issue was discussed at a LMC meeting, unless the Superintendent and Association President agree to extend the response time.

COMMITTEE

When the co-chairs agree that it would be beneficial to have a committee address an issue, a committee of no more than six (6) members, with equal representation of each party appointed by the Superintendent and by the Association President, will be formed and charged with the task(s) agreed to by the committee.

ARTICLE 37. COMPUTER USE AGREEMENT

- A. All bargaining unit members using computers at C-TEC, including use of the Internet, shall be required to sign the "Computer Usage Agreement" contained in Appendix B of this Agreement and any specific amendments thereto required by the State of Ohio, Department of Education, and/or A-site administrators.
- B. Prior to the revocation of a member's computer usage privileges for a period of five (5) or more work days, a unit member will be given an opportunity to address the charges in an administrative meeting before the Superintendent or his/her designee. At such meeting, the member will be given a written statement of the charges and will have the opportunity to address the charges, which may include the presentation of witnesses. The unit member may be accompanied by a representative of his/her choice.

ARTICLE 38. SICK LEAVE POOL

The Board and the Association hereby agree to establish a Sick Leave Bank on the following basis:

- A. An enrollment period shall be established between September 1 and October 1 for each member of the bargaining unit to voluntarily donate sick leave days to a Sick Leave Pool. In order to be established, the Sick Leave Pool shall have not less than twenty-five (25) days as certified by the Association. The Sick Leave Pool shall not exceed a maximum of one hundred and fifty (150) days in any school year. The one hundred fifty (150) day maximum shall be exceeded to allow new enrollees to participate in the Sick Leave Pool. Sick leave days donated and not used in the prior school year will be carried over. Only full sick leave days shall be donated (increments are not allowed).

- B. A committee comprised of the Superintendent or his/her designee, the President of the Association, or his/her designee, one (1) Administrator chosen by the Superintendent, and one (1) Association member chosen by the Association President, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion. The Superintendent or his/her designee shall serve as chairperson.
- C. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness, and who have contributed to the Sick Leave Pool, may request sick leave days from the Pool. A maximum of twenty-five (25) days may be requested for a serious or catastrophic illness in the member's immediate family as defined in Article 18.
- D. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Pool, per request.
- E. In order to be considered for participation in the Sick Leave Pool, bargaining unit members shall provide documentation required by the Committee.
- F. In no case shall the Sick Leave Pool prevent or prolong a bargaining unit member from applying for and going on disability retirement.
- G. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

ARTICLE 39. RESIDENT EDUCATOR PROGRAM

- 1. The Ohio Resident Educator program is an induction program that provides ongoing support to Ohio's new teachers throughout their residency.
- 2. Mentors are selected based on the Mentor Standards for the Ohio Resident Educator Program:
 - a. Mentors demonstrate commitment to advance the professional learning and practice of Resident Educators.
 - b. Mentors design and facilitate professional development for Resident Educators.
 - c. Mentors create and foster positive learning environments for Resident Educators.
 - d. Mentors support Resident Educators' instructional and assessment practices.
 - e. Mentors develop as leaders and learners through professional growth.
- 3. To qualify for consideration, mentor candidates must meet all of the following qualifications:
 - a. Five-year Professional License or two year Provisional License that has been renewed two or more times.

- b. Five years of teaching experience; and
 - c. Recent classroom experience within the last five years.
4. In addition to the requirements in #3 above, mentor candidates must complete the following steps:
 - a. Complete the district application process.
 - b. Be selected by the district to attend state-sponsored mentor training.
 - c. Successfully complete state-sponsored mentor training.
5. A screening committee consisting of the lead mentor and two current or former mentors shall screen all applicants. The committee shall, through consensus, select mentor applicants which it deems qualified and submit their applications to the administration. The final selection of mentors and mentor pairings are the administration's responsibility.
6. The screening committee shall promote the residency program and assist in recruiting potential members in order to have a well-established and trained pool of mentors.
7. Year 1 RE program: Mentors work with Resident Educators following the Year 1 Timeline.
 - a. Ratio for Resident Educator and Mentor shall be 1:1.
8. Year 2 RE program: Mentors work with assigned Resident Educators following a cohort, co-teaching or combination setting following the Year 2 Timeline.
 - a. Ratio for Resident Educator and Mentor shall be 3:1.
 - b. If the ratio at year 2 is smaller than the 3:1, the lead mentor will determine other responsibilities for the mentor.
9. Year 3 RE Program: Mentors shall serve as RESA (Resident Educator Summative Assessment) facilitators.
 - a. This is the responsibility of the identified "lead" mentor. There is no ratio.
10. Year 4 RE Program: There is no requirement that Resident Educators have assigned a certified mentor.
11. The Board shall provide professional leave release time for mentors and resident educators to attend meetings and for observations.
12. The communication between the mentor and the Resident Educator shall be considered confidential except as required by law. Mentors shall not participate in the formal evaluation of a bargaining unit member.
13. Mentors shall be paid in accordance with the Article 17 of the Negotiated Agreement.

ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Association and the Board hereby agree to establish a Local Professional Development Committee (LPDC) consistent with R.C. 3319.22 as amended by SB 230 and regulations adopted thereunder.

The LPDC shall oversee and review Professional Development Plans for course work, continuing education units, or other equivalent activities as required by law. The Committee will not administer Professional Development or Tuition Reimbursement Monies.

A. COMMITTEE COMPOSITION AND SELECTION

1. The LPDC will be comprised of three (3) teacher members and two (2) representatives of the administration for a total of five (5) Committee members.
2. The three (3) teacher members shall be appointed by the Association President.

The two (2) administration representatives shall be appointed by the Superintendent.
3. Vacancies shall be filled in the manner of original appointment.
4. Whenever an issue regarding an administrator comes before the LPDC, the Committee Membership shall consist of a majority of administrators. Following action on the administrator's IPDP, the Committee shall immediately return to its original composition.
5. In the event a teacher committee member is being considered for licensure renewal, the Association will select an alternative teacher member to serve on the Committee to review that teacher's licensure renewal process only.
6. If an administrative committee member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the Committee to review that administrator's licensure renewal process only.

B. CHAIRPERSON

The Committee Chairperson shall be determined by a majority vote of the Committee Members.

C. TERMS OF OFFICE

Membership will consist of a two (2) year term after the initial staggering of the instructor membership of which two (2) instructors serve a two (2) year term and one (1) instructor serves a three (3) year term.

D. MEETINGS

1. A quorum of the Committee shall consist of no less than two (2) members appointed by the Association and one (1) member appointed by the Superintendent.
2. Decisions shall be made by majority vote of the Committee Members present.
3. The number of meetings and the time and place of each shall be determined by the Committee.

E. APPEAL OF A CERTIFICATION/LICENSURE DECISION

The Bylaws of the LPDC shall include provisions for the appeal of decisions denying the approval of Individual Professional Development Plans. Said appeals process shall be in keeping with guidelines established in the state regulations governing LPDC's.

The appeals process provided in the Bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the Committee or of anybody that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the Master Agreement.

F. LIABILITY

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of said Committee.

G. COMPENSATION

Teacher members of the LPDC shall be paid one thousand dollars (\$1,000). The committee chair and secretary shall be paid \$1,750 each. In addition, such members shall be granted one-half (1/2) release day to conduct Committee activities.

H. MASTER AGREEMENT COMPATIBILITY

The LPDC shall not have the authority to supersede any section of the Master Agreement between the Board and the Association.

- I. The sole purpose of a bargaining unit member's Individual Professional Development Plan (IPDP) and all supporting documents is for the upgrade and/or renewal of his/her teaching license. Any person requesting information in the LPDC files must submit a written request to the LPDC chair for his/her approval. A member shall submit an original and five (5) copies of his/her IPDP and supporting documents to the committee. Upon Committee approval, five (5) copies will be returned to the committee chair. The chair will place a copy in the LPDC files and return the original and four (4) copies to the submitted member. The LPDC file shall be physically located in the central district office.

ARTICLE 41. FAIR SHARE FEE

- A. Effective the beginning of the 2011-2012 membership year, the Board shall institute the Fair Share Fee procedure contained in this Article.

B. RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

The Board of Education shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the C-TEC Teachers Education 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.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be equal to one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board of Education on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board of Education agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTION

1. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - a. sixty (60) days employment in a bargaining unit, or
 - b. January 15th.

2. The Board agrees to accompany each 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.

D. PROCEDURE FOR REBATE

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 and will be given to each member of the bargaining unit who does not join the Association and that 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.

E. ENTITLEMENT TO REBATE

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.

F. INDEMNIFICATION OF THE BOARD

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 Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliate's 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 due to court order) or misapplies such fair share fee provision herein.

ARTICLE 42. SATELLITE PROGRAMS

- A. A satellite teacher shall be defined as a teacher primarily assigned to a facility or a location other than the C-TEC main campus.
- B. When a satellite teacher's associate school is closed, the member shall not be required to report for work. When a satellite teacher's associate school is required to make up excess calamity day use, the teacher shall report for all make-up days.
- C. The satellite teacher shall follow all staff policies of the assigned school regarding the satisfactory operation of the program (paperwork, discipline, supervision, extra duties, etc.). Conflicts between the two schools regarding policy shall be resolved between the immediate supervisor, satellite teacher and satellite school administrator.
- D. C-TEC will be solely responsible for the employment, assignment, and evaluation of satellite career-technical teachers.
- E. If there is a strike by teachers at a school district where a satellite teacher is located, the satellite teacher shall not be required to report to work. The satellite teacher will report to work at an alternative location and be assigned alternative educational responsibilities mutually agreed to between the teacher and his/her supervisor.
- F. Satellite teachers who work more than a 184 day contract year shall be reimbursed at their regular daily rate. The reimbursement shall be made in accordance with the following:
 - 1. Annually, prior to May 31 the Director/Supervisor of Satellite Programs will meet with every satellite teacher who does not automatically follow the C-TEC calendar to mutually determine his/her work schedule for the next school year. The agreed upon calendar shall be presented to the Superintendent for final approval.
 - 2. Every reasonable effort should be made to keep a satellite teacher's work calendar within the 184 day contract.
 - 3. The teacher and Director/Supervisor will discuss non-student contact days in terms of their importance and relevance to the overall program with the Director/Supervisor having the final approval of the days to be added.
 - 4. Any changes to a teacher's approved calendar must be approved by the Director/Supervisor of Satellite Programs. Approved changes will be presented to the Superintendent for final approval.
 - 5. Payment for days in excess of the 184 day work year will be made in one (1) lump sum no later than the second pay period in June.

- G. The Satellite Director/Supervisor will meet with any Satellite teachers working fewer than 184 days to mutually agree upon activities and assignments to meet the 184 day minimum. Approved changes will be presented to the Superintendent for final approval.

ARTICLE 43. INCLUSION

- A. Every (2) weeks each VOSE Teacher/Intervention Specialist shall have one (1) day to work on his/her caseload and meet with each regular classroom teacher with whom he/she is regularly scheduled. The VOSE Teacher/Intervention Specialist shall submit the schedule for the day for approval by his/her supervisor.
- B. The work assignment/schedule and service delivery model of a VOSE Teacher/Intervention Specialist shall be developed in full compliance with the IEPs of the students he/she services.
- C. Each inclusion team (VOSE Teacher/Intervention Specialist and regular classroom teacher) shall collaboratively develop its service delivery model.

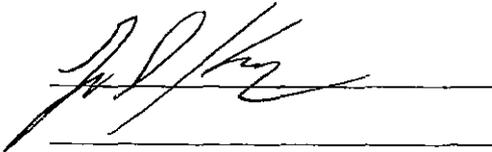
ARTICLE 44. DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2013, upon ratification by the Association and adoption of the Board of Education, and remain in effect through June 30, 2016, unless agreed to otherwise by the Association and the Board in accordance with negotiated procedure.

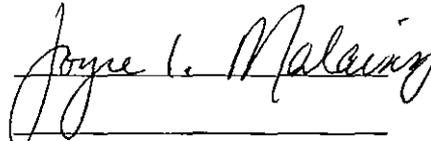
Provisions in this Agreement shall supersede and take precedence over previously negotiated provisions, related Board Policy, and related Administrative Procedures, with all other provisions affecting teachers remaining in effect for the duration of this Agreement.

By affixing our names we indicate that our respective party ratified or adopted this Agreement.

FOR THE ASSOCIATION



FOR THE BOARD



*Original contract was signed on 12/16/13.
After page corrections were made, we
updated signatures on 1/24/14.*

*JMM 1/24/14
MK 1-24-14*

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p>Annual Focus These are addressed by the evaluator as an appropriate for this teacher.</p>	<p>Date Record dates when discussed</p>	<p>Areas for Professional Growth supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i> Goal Statement: Evidence Indicators:</p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> Goal Statement: Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.



Improvement Plan

B

Improvement Plan

Teacher Name: _____

Grade Level/Subject: _____

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

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

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

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

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



Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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



Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.



C

CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY

TEACHER SUMMATIVE PERFORMANCE REVIEW

Name: _____ Assignment: _____

C-TEC
Teaching Experience: _____

Date: _____

Evaluator: _____

KEY: I – Ineffective

D-Developing

S - Skilled

A - Accomplished

NO - No Opportunity to Observe

Final Teacher Performance Rating: _____		

*Teacher Signature**

*Evaluator Signature**

*Said signatures indicate only both parties have read and understand the form.

cc: Teacher
Director

Superintendent
Personnel File

Supervisor

DOMAIN 1: INSTRUCTIONAL PLANNING

Component 1a: Focus for Learning

Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Student Work Quality and Expectations for Learning and Achievement	Teacher communicates importance of completing tasks rather than completing high-quality work; instructional goals and activities, interactions, and the classroom environment produces only minimal expectations for student achievement.	Teacher communicates inconsistent expectations for quality of work and achievement as is evident in the classroom environment, including instructional goals and activities as well as interactions.	Teacher consistently insists on the completion of high quality of work; the classroom environment, including instructional goals, activities and interactions clearly emphasize high expectations for student achievement.	Teacher uses a variety of methods for recognition of students and relates recognition to specific student achievement; the teacher empowers the student to actively participate in establishing and maintaining high expectations for learning through the planning of activities, daily interactions, and the classroom environment.
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 1b: Assessment Data

Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Alignment with Content Standards and Alignment of Assessment Data	Teacher plans instruction without using or analyzing student data.	Teacher demonstrates an understanding that a variety of assessment measures can be used to evaluate and support student learning. Teacher has difficulty using and analyzing data to effectively inform instructional planning and delivery.	Teacher aligns assessment plan to content standards using clear measurement criteria and multiple measures of student performance. Teacher monitors assessment data to modify curriculum.	Teacher aligns assessment plan to content standards using clear measurement criteria and multiple measures of student performance. Teacher uses assessment data for reflection and to reveal trends and patterns in student learning. Assessments match the range of student needs and reflect understanding of test issues such as validity, reliability, and bias
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 1c: Prior Content Knowledge/Sequence/Connections

Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Planning and Delivering Content	Lesson plans and delivery reflect no alignment evident with district, state, academic and/or technical content standards. Learning activities are inappropriate for students' ages, prior learning, backgrounds, or instructional goals. Teacher makes content errors and/or does not correct content errors that students make. Methodology does not support content. Students are not engaged.	Lesson plans and delivery reflect partial alignment with state and district academic and/or technical content standards. Learning activities demonstrate inconsistent or incomplete awareness of students' prior learning, ages, backgrounds or goals. Teacher displays basic content knowledge and corrects most student content errors. Methodology does not consistently support content. Students are not consistently engaged.	Lesson plans and learning activities align with district and state academic and/or technical content standards. Content and learning activities are appropriate and connected to student experience, ages, prior learning and knowledge. Teacher identifies and uses content knowledge and current research on best practices, (inquiry-based, high complexity, relevance). Students are engaged in rigorous and relevant activities and assignments.	Lesson plans and learning activities are clearly aligned with district and state academic and/or technical content standards and are highly relevant to instructional goals. Content and learning activities are appropriate and consistently connected with student experience and knowledge, with evidence of continuing pursuit of such knowledge and best practices, such as students generating knowledge and testing hypotheses. Students contribute and are actively engaged in activities that promote discovery and self-directed learning.
OBS 1/Evidence:				
OBS 2/Evidence:				
Importance of the Content	Teacher exhibits a negative attitude toward the content, communicating that the content is not important or is mandated by others.	Teacher communicates importance of the content, but does not make connections between content and real-life and workplace experiences.	Teacher communicates importance of the content and facilitates learning experiences that connect content to real-life situations and careers.	Teacher clearly communicates importance of the content and consistently excels at connecting content with relevant life experiences and career opportunities.
OBS 1/Evidence:				
OBS 2/Evidence:				
Effective Instruction	Teacher does not know instruction was effective or if the goals were achieved. The teacher has no suggestions for improving goals.	Teacher is generally accurate when assessing the effectiveness of instruction and the goals it achieved. The teacher makes general suggestions for improvement.	Teacher consistently makes assessments on the effectiveness of instruction and the goals it achieved. The teacher makes specific suggestions that he/she may implement another time.	Teacher engages in reflective assessment of instructional effectiveness and the extent to which it achieved its goals. The teacher offers specific alternative actions, complete with different approaches.
OBS 1/Evidence:				
OBS 2/Evidence:				

DOMAIN 2: INSTRUCTION AND ASSESSMENT

Component 2a: Lesson Delivery

Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Oral and Written Communication Skills	Teacher's directions and procedures are not clear; language is inaudible or written is illegible.	Teacher's directions and procedures are clarified after initial confusion; language is audible or written is legible.	Teacher's directions and procedures are clear and contain an appropriate level of detail; spoken and written communication is clear and correct.	Teacher's directions and procedures are clear, and he/she anticipates possible misunderstanding; spoken and written communication is correct and expressive.
OBS 1/Evidence:				
OBS 2/Evidence:				
Listening Skills and Responsiveness	Teacher's listening skills are inadequate and inattentive to student responses - ignoring or brushing aside questions.	Teacher seldom demonstrates good listening skills. Attempts to accommodate student questions and adjust lesson.	Teacher demonstrates ability to listen carefully to student questions and answers. Teacher is able to adjust lesson when needed.	Teacher models good listening skills and is able to elicit responses. Teacher is able to make adjustments and enhance learning based on student need.
OBS 1/Evidence:				
OBS 2/Evidence:				
Quality of Questions and Discussion Techniques	Teacher's questions are mainly low-complexity or of poor quality and no discussion is invited. Only a few students participate.	Teacher's questions are a combination of low, medium and high complexity and only some invite a response for discussion. Teacher attempts to engage all students to participate with limited success.	Most of the teacher's questions are of high complexity and adequate time is available for students to respond. Teacher successfully engages all students in participation or discussion.	Teacher's questions are of uniformly high complexity with adequate response time. Students ask questions, initiate discussion, and encourage peers to participate.
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 2b: Differentiation

Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Structure and Pacing	The lesson has no clearly defined structure, no variety (connecting to previously learned content, building capacity to anticipate future content). Pacing of the lesson is too slow or rushed. Sequencing of instruction is illogical and/or fragmented.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent. Sequencing of instruction does not consistently meet the needs of individual students.	The lesson's structure is coherent and consistently maintained. Teacher chooses, differentiates, and appropriately adapts instructional methods and materials. Pacing of the learning activities meets the needs of individual students. Sequencing of instruction supports the needs of individual students.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing and sequencing of the lesson is appropriate and varied depending on student response and/or engagement. Teacher provides varied options for how students will demonstrate mastery. The lessons produce a unified whole, demonstrating continuity of instruction.
OBS 1/Evidence:				
OBS 2/Evidence:				
Instructional Groups, Materials, Resources and Technology	Teacher does not vary learning situations and/or is unaware of learning of students. Materials and resources are unsuitable to the instructional goals of the lesson. Technology is not used.	Teacher varies learning situations infrequently and/or demonstrates limited awareness of learning needs of all students. Materials, resources, and technology partially advance the instructional goals of the lesson. Technology, if used, is inappropriate and ineffective.	Teacher uses flexible and appropriate learning situations (independent, small group, whole class) to support the learning needs of all students. Teacher establishes guidelines for cooperative learning. Materials, resources, and technology used are effective, appropriate and support instructional goals and student needs.	Teacher differentiates instruction and learning situations to support individual student needs so they may achieve their full potential. Materials, resources and technology are suitable and allow students to choose, adapt or create in order to enhance learning. Students take responsibility for group's productivity. Teacher develops student's abilities to assess, evaluate and use technology.
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 2c: Resources
Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Integration into the Curriculum	Teacher shows no evidence of integrating technology into their teaching. Students are not exposed to technology and do not use technology in the classroom.	Use of technology in the classroom is infrequent and/or lacks variety. Teacher uses little technology for classroom communication, student assignments and parent communication. Lesson plans include occasional use of technology by students.	Teacher uses a variety of technology resources that support instructional goals and meet students' needs. Effectively and frequently uses technology that is appropriate to subject area. Effectively supports students in their use of technology. Teacher uses technology for classroom communication, student assignments, and parent communication when appropriate. Lesson plans regularly show use of appropriate software and online resources to enhance teaching.	Teacher develops students' abilities to access, evaluate, and use technology. Teacher provides professional support to other professionals in the integration of technology in teaching and learning. Technology is an integral part of planning, classroom instruction, learning, and assessment.
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 2d: Classroom Environment
Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Expectations and Behavior	No standards of conduct appear to have been established and student behavior is not monitored.	Standards of conduct appear to have been established and teacher is generally aware of student behavior.	Standards of conduct are clear to all students and the teacher is alert to student behavior.	Standards of conduct are clear to all students and monitoring by teacher is subtle and preventative. Students monitor their own behavior and that of their peers.
OBS 1/Evidence:				
OBS 2/Evidence:				
Safety, Accessibility and Arrangement of Furnishings and Technology for Student Learning	The classroom/lab is unsafe and/or the arrangement prohibits accessibility for students.	The classroom/lab is safe, but the arrangement limits accessibility for students.	The classroom/lab is safe, and the arrangement accommodates all students.	The classroom/lab is safe. The teacher arranges the space to fully optimize their resources for all student learning.
OBS 1/Evidence:				
OBS 2/Evidence:				

Management of Materials, Supplies and Time	Materials and supplies are not ready, resulting in loss of instructional time. Non-instructional duties are completed inefficiently, taking time away from teaching.	Routines for handling materials and supplies are present but inefficient. Minimal time is spent performing non-instructional duties.	Routines for handling materials and supplies are efficient and teacher uses instructional time effectively.	Routines for handling materials and supplies are well-established and efficient. Teacher conducts periodic reviews and adapts as needed.
OBS 1/Evidence:				
OBS 2/Evidence:				
Management of Learning Situations and Transitions	Teacher lacks flexibility in the use of a variety of learning situations, such as independent, small groups and whole class. Transitions between activities are disconnected and/or disjointed.	Learning situations are partially organized and/or lack variety. Transitions are inconsistent.	Teacher frequently creates learning situations in which students work independently, collaboratively and/or as a whole class. Transitions are efficient.	Teacher combines independent, collaborative and whole-class learning situations to maximize student understanding and learning. Transitions are effective and seamless.
OBS 1/Evidence:				
OBS 2/Evidence:				
Teacher Interaction with Students	Teacher interactions with students are characterized as negative, demeaning, sarcastic, or inappropriate to the age, gender or culture of the students. The atmosphere lacks evidence of respect, support and caring.	Teacher-student interactions are generally appropriate but include occasional inconsistencies, favoritism, or disregard for students' age, gender or cultures.	Teacher establishes an environment that is respectful, supportive and caring. Teacher respects individuals and individual differences and avoids the use of bias, stereotypes and generalizations in their classrooms. Such interactions are appropriate to age, gender and cultural norms.	Teacher builds relationships with students by establishing and maintaining rapport and valuing each student as an individual. Teacher seeks out and is receptive to the thoughts and opinions of all students.
OBS 1/Evidence:				
OBS 2/Evidence:				
Student Interaction	Student interactions, including those with the teacher, are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate polite and respectful behavior toward one another or toward the teacher.	Teacher develops and teaches expectations for respectful interactions among students.	Teacher uses strategies to promote positive relationships, cooperation and collaboration among students.
OBS 1/Evidence:				
OBS 2/Evidence:				

Component 2e: Assessment
Sub Components

Levels of Performance

	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
Quality: Accurate, Substantive, Constructive, Timely and Specific	Assessment plan is absent or inappropriate to learning goals and standards. Feedback is either not provided or is of uniformly poor quality and is not in a timely manner. Standards and criteria are not communicated.	Timeliness and quality of feedback is inconsistent. Standards and criteria are somewhat communicated. Choices for assessment are not varied. Results are not used in planning future instruction or re-teaching. No opportunities for student self-assessment are provided.	Feedback is timely and confidential. A variety of assessments (formative and summative) support learning goals and align with standards. The opportunities for students to assess knowledge and skills gained are evident. (for example, student-led conferences). Teacher monitors assessment data to modify curriculum.	Feedback is consistent and of high quality. Teacher leads collaborative efforts to create common assessments and share assessment results with stakeholders. Students use feedback in their learning, are involved in their own self-improvement plans and measure their own progress. Teacher uses assessments for reflection and to reveal trends and patterns in student learning. Assessments match the range of student needs and reflect understanding of test issues such as validity, reliability, and bias.
OBS 1/Evidence:				
OBS 2/Evidence:				
Information About the Instructional Program and Students/Parent Involvement	Teacher provides little information to families and responds insensitively to parent concerns. Parent involvement is discouraged.	Teacher follows the school's process for parent communication, but provides little additional information. Response to parent concerns is minimal and involvement is not solicited.	Teacher actively encourages communication from parents; replies in a timely manner. Works with parents to problem-solve and addresses concerns.	Teacher provides frequent information to parents. Forms partnerships with parents to support student learning and development. Response to parent concerns is handled with sensitivity. Parent involvement has been used successfully in the program.
OBS 1/Evidence:				
OBS 2/Evidence:				

DOMAIN 3:

PROFESSIONAL RESPONSIBILITIES

Sub Component	Levels of Performance			
	Ineffective (I)	Developing (D)	Skilled (S)	Accomplished (A)
<p>Collaboration and Communication; Professional Responsibility and Growth</p>	<p>The teacher fails to communicate clearly with students and families and collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, handbooks and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations, teacher/student handbook, negotiated agreement and administrative requests at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional development.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations, teacher/student handbook, negotiated agreement and administrative requests.</p> <p>The teacher sets data-based short and long-term professional goals and takes action to meet these goals by seeking out opportunities for professional development to enhance content and pedagogical knowledge and skill.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>Teacher meets ethical and professional responsibilities and helps other professional staff access and interpret laws, policies, handbooks and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short and long-term professional goals based on self-assessment and analysis of student learning.</p>
<p>Fostering Growth, Leadership and Development</p>	<p>Teacher does not support co-curricular, extra-curricular, youth and service learning activities and discourages student involvement.</p>	<p>Teacher offers minimal support of co-curricular, extra-curricular, youth and service learning activities but does not encourage student involvement.</p>	<p>Teacher encourages student growth and development through various co-curricular, extra-curricular, youth and service learning activities which are evident in classroom lesson and in planning.</p>	<p>Teacher fosters a positive school and district climate by creating opportunities for students and colleagues to maximize growth and development. Teacher models behavior and expectations that create a positive school and district climate.</p>
<p>OBS 1/Evidence:</p>				
<p>OBS 2/Evidence:</p>				

Walk Through Observation

D

Your username will be recorded when you submit this form.

Teacher Name:

Subject Area/Program:

Date:

mm/dd/yyyy

Evaluator Name:

Walk Through Start:

Example: 11:00 AM

Walk Through Finish:

Example: 11:00 AM

Evaluator Observations

This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record along with records of additional informal observations will be used to inform the summative evaluation of the teacher.

- Instruction is developmentally appropriate
- Learning outcomes and goals are clearly communicated to students
- Varied instructional tools and strategies reflect student needs and learning objectives
- Content presented is accurate and grade appropriate
- Teacher connects lesson to real-life applications
- Instruction and lesson activities are accessible and challenging for students

- Lesson content is linked to previous and future learning
- Classroom learning environment is safe and conducive to learning
- Teacher provides students with timely and responsive feedback
- Instructional time is used effectively
- Routines support learning goals and activities
- Multiple methods of assessment of student learning are utilized to guide instruction
- Other

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature

Photocopy to Teacher

- Photocopy to Teacher

Submit



(Optional)

**TEACHER COMMENTS ON
OBSERVATION/EVALUATION**

E

-
1. Do you feel the evaluator's presence affected the classroom routine? How?
 2. Do you feel the evaluator was attentive during the observation? Why?
 3. Did you provide your observer with adequate materials and information in order to observe and evaluate your performance as a teacher?
 4. Please specify how your supervisor can better aid and support you and your program.
 5. Do you feel the evaluator spent adequate time to give you a fair evaluation? Why?

Teacher's Signature

Date

Said Signatures indicate only that both parties have read, reviewed and understood the form.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	Skilled	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	Skilled	ACCOMPLISHED

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 1 (one) working day of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record.

		4	3	2	1
					Developing
Student Growth	Expected			Developing	Developing
		Developing	Developing		



PUPIL PERSONNEL STAFF PERFORMANCE

Name:

Assigned duties: School Year:

OVERVIEW

This joint evaluation form is to be used by the counselor/coordinator and the administrative for evaluating personnel performance. Its major objective is the improvement of Pupil Personnel skills and the furthering of professional growth.

This may be done in three ways: (1) emphasizing strong points, (2) identifying noticeable limiting factors, and (3) suggesting prescriptive plans for improvements.

DIRECTIONS FOR USE

- A) Prior to the evaluation conference you will receive a copy of the evaluation form. Fill in all the appraisal items with the appropriate rating.
- B) Limiting factors should be recognized, but not made the main emphasis. A plan should be formulated to help the counselor/coordinator improve his/her expertise in areas identified as needing improvement.
- C) Recording additional study, in-service and personal goals and job target information on pages 5 and 6 is included to give you written insight on what you've done and where you are going.

RATING

The following rating system is to be used:

O	Outstanding	NI	Needs Improvement
AB	Above Average	U	Unsatisfactory
AVG	Average	N/A	Not Applicable

Mark each item as you see appropriate, and comment, if you wish, in the area provided.



QUALITIES TO BE EVALUATED

PERSONAL QUALITIES:

- A) **PERSONALITY:** Includes appearance, poise, posture, vitality, stamina, a well modulated voice, being pleasant and cheerful, and all other desirable traits that help to gain student and staff respect.

- B) **SPEECH:** Speaks effectively and properly with good enunciation and diction.

- C) **COURTESY:** Is courteous to and shows genuine respect and concern for both students and adults.

- D) **DESIRABLE HABITS:** Sets a positive and professional example by being consistently accurate, industrious, dependable, reliable, and punctual in fulfilling assigned duties.

- E) **VISIBLE TRAITS:** Is honest, sincere, temperate, and clean of speech. Demonstrates neatness and good taste in dress and grooming, is pleasant and poised in manner, and sets an example of integrity and socially acceptable behavior which will serve as a pattern for students to emulate.

- F) **EMOTIONAL STABILITY:** Creates an atmosphere conducive to learning, including an even-tempered objective attitude and a high threshold of frustration. Exhibits mature behavior, a high degree of self-reliance, and poise.

ATTITUDE TOWARD:

- A) **PROFESSIONAL GROWTH:** Engages in a continuing search for new knowledge and skill to improve counseling effectiveness, e.g., workshops and college classes, working in professional organizations.

- B) **PARENTAL RELATIONSHIPS:** Maintains good communication with parents as circumstances warrant, i.e., reporting student problems, when appropriate, holding parent-counselor conferences in a friendly and objective manner.

- C) **PROFESSIONAL RELATIONSHIPS:** Refrains from betraying confidences to students or associates, avoids use of ridicule, and does not talk disparagingly about his/her associates and school. Cooperates with teachers, and counselors, administrative staff, and with other school personnel.

- D) **COMMUNITY RELATIONS:** Exhibits an active interest in the affairs of the school and community as a whole, i.e., participating in social, civic, community projects, and extra-curricular activities.

- E) **STUDENTS:** Is aware of student's feelings and needs. Maintains impartiality, an interest in the student, is fair in judgment, has a sense of humor and an understanding of the students and their individual differences. Strives to maintain student relations that promote good school-community relationships.

- H) **PRESCRIPTIVE DISCIPLINE:** Works with Director(s) in attitude adjustment counseling to bring about acceptable changes in behavior of students serving detention or suspension.
- I) **RECORD KEEPING:** Keeps and maintains an organized file of student information. e.g., health and immunization records, accident reports, credit deficiencies, program changes, etc.
- J) **REPORTING PERTINENT INFORMATION:** Reports through proper channels to individuals responsible for the welfare of the student, e.g., illness or injury, credit deficiency, summer school, graduation status, etc.
- K) **C-TEC HOME SCHOOL COMMUNICATIONS:** Actively works at maintaining an effective, continual stream of information from Home School to C-TEC and to students and staff.
- L) **TIME MANAGEMENT:** Utilizes personal and school time to maximize on-the-job effort, e.g., arrives to work on time, avoids time killers, plans each day/week, meets deadlines, attends scheduled meetings, etc.
- M) **PROFESSIONAL EFFICIENCY:** Makes best use of effort in effectively reaching the greatest number of students. Achieves a good balance of group orientation/information vs. one-to-one conferences.
- N) **IN REFERRALS:** Shows ability to recognize the (where and when) need for assistance and has working knowledge of out-of-school agencies and resources.

O) **GUIDANCE:** Influences students toward good social, moral, and ethical practices and toward being assisted in preparation for further education.

ADDITIONAL INFORMATION PERTAINING TO THE COUNSELOR/COORDINATOR

1. Additional training this school year:

COURSES	INSTITUTION (S)	Quarter Hours	Semester Hours

2. Workshops attended this school year. Recommendation for adaptation at C-TEC.

3. Summer plans relating to your position.

4. Goals – What are your job targets for this school year? *Did you achieve THEM? EXPLAIN:

***FOR FINAL EVALUATION OF THE YEAR**

STRENGTHS AND WEAKNESSES

1. What do you consider to be your strengths as a counselor/coordinator?

2. What do you consider to be the area which you need to strengthen?

ADDITIONAL COMMENTS:

JOB TARGETS FOR NEXT YEAR:

I have reviewed this evaluation with my Supervisor:

In general I agree with the appraisal.

I disagree with the appraisal.

COMMENTS:

Signature Counselor/Coordinator Date

Signature Supervisor Date

Signature Director Date

Formal Observations: School Counselor Performance Evaluation Rubric Record of Evidence

Name of School Counselor:

H

PROGRAM PLANNING & IMPLEMENTATION					
	Ineffective	Developing	Skilled	Accomplished	
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 1: Comprehensive School Counseling Program</p> <p>School counselors collaboratively plan, implement, evaluate, and advocate for a comprehensive, developmental school counseling program which includes four components: guidance curriculum, responsive services, individual planning, and system support.</p>	<p>The school counselor does not understand the concept of the comprehensive, developmental school counseling program.</p>	<p>The school counselor understands the concept of the comprehensive, developmental school counseling program but has not yet developed one.</p>	<p>The school counselor plans and implements the comprehensive, developmental school counseling program that includes guidance curriculum, responsive services, individual planning, and system support.</p>	<p>The school counselor plans and implements a balanced, comprehensive, developmental school counseling program that includes guidance curriculum, responsive services, individual planning, and system support and is aligned with the ASCA National Model.</p>
	<p><i>Sources of Evidence:</i></p> <p>School Counselor Advisory Council</p>	<p>The school counselor does not use data to determine programming nor attempt to align programs with best practices.</p>	<p>The school counselor makes an attempt to use data to determine programming but is not completely successful with aligning their programs with best practices.</p>	<p>The school counselor uses data to determine programming and align the programs with best practices as outlined by the American School Counselor Association.</p>	<p>The school counselor continually uses data to evaluate programming and align the programs with best practices, as outlined by the American School Counselor Association.</p>
	<p>Annual Agreement</p>	<p>The school counselor does not discuss the programming with the school administrators.</p>	<p>The school counselor attempts to discuss the programming with the school administrators.</p>	<p>The school counselor discusses the comprehensive, developmental school counseling program with school administrators to ensure it meets the academic, career, and personal/social development needs of students.</p>	<p>The school counselor discusses the comprehensive, developmental school counseling program with school administrators to ensure it meets the academic, career, and personal/social development needs of students, including program priorities, student improvement goals, implementation strategies, resources management, and school counselor professional goals.</p>
	<p>Comprehensive, Developmental School Counseling Program</p>	<p>The school counselor does not consider the needs of the school community and, therefore, does not implement school-wide programming.</p>	<p>The school counselor listens attentively to all stakeholders to identify issues and barriers that impede student success.</p>	<p>The school counselor listens attentively to all stakeholders and develops/utilizes assessments to identify issues and barriers that impede student success.</p>	<p>The school counselor listens attentively to all stakeholders to identify issues and barriers that impede student success and establishes a school counselor advisory council.</p>
	<p>The school counselor does not involve the staff in the comprehensive, developmental school counseling program.</p>	<p>The school counselor has not yet developed the rapport with the staff necessary to be involved in the effective implementation of the comprehensive, developmental school counseling program.</p>	<p>The school counselor encourages staff involvement to ensure the effective implementation of the comprehensive, developmental school counseling program.</p>	<p>The school counselor encourages staff involvement and serves on building and district level committees to ensure the effective implementation of the comprehensive, developmental school counseling program.</p>	
<p>Evidence</p>					

PROGRAM PLANNING & IMPLEMENTATION

		Ineffective	Developing	Skilled	Accomplished
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 2: Direct Services</p> <p>School counselors provide developmentally appropriate guidance and counseling activities to proactively assist all students to develop and apply skills for maximum academic, career, and personal/social growth during school years.</p> <p><i>Sources of Evidence:</i></p> <p>Program Calendar Action / Lesson Plans Closing The Gap</p>	<p>The school counselor does not use academic, behavior, and attendance data to plan appropriate programs for students.</p> <p>The school counselor does not assist students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, or make complex choices.</p> <p>The school counselor does not engage in individual student planning.</p>	<p>The school counselor attempts to use academic, behavior, and attendance data to plan appropriate programs for students.</p> <p>The school counselor attempts to assist students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, and make complex choices.</p> <p>The school counselor attempts to use a variety of activities, resources, and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>	<p>The school counselor uses academic, behavior, and attendance data to plan appropriate programs for students.</p> <p>The school counselor assists all students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, and make complex choices.</p> <p>The school counselor uses a variety of activities, resources, and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>	<p>The school counselor seeks out and collects academic, behavior, and attendance data to plan and implement appropriate programs for students. The school counselor shares this data with other stakeholders to facilitate a holistic program for students.</p> <p>The school counselor assists all students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections and make complex choices. The school counselor collaborates with other professionals to create quality partnerships that benefit student growth.</p> <p>The school counselor uses a variety of collected data and research-based activities and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>
	<p>Evidence</p>				

PROGRAM PLANNING & IMPLEMENTATION

		Ineffective	Developing	Skilled	Accomplished
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 3: Indirect Services</p> <p>School counselors advocate for students and provide professional expertise to help school personnel, parents/guardians, and community members to increase the effectiveness of student success. Through consultation and coordination, school counselors make referrals to other resources as appropriate.</p> <p><i>Sources of Evidence:</i></p> <p>Community Partnerships</p> <p>Referral Sources</p> <p>Parent Meetings</p> <p>School Committees</p> <p>IAT, IEP, ETR, RTI Meetings</p>	<p>The school counselor does not recognize that educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor does not improve communication and collaboration among the school, home, and community.</p>	<p>The school counselor is starting to develop an understanding of how educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor is starting to develop an idea of how to improve communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p>	<p>The school counselor recognizes that educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor improves communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p>	<p>The school counselor takes a proactive role in connecting the school, parents/guardians, and the community.</p> <p>The school counselor proactively facilitates communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p>
	<p>Evidence</p>				

PROGRAM EVALUATION

	Ineffective	Developing	Skilled	Accomplished
<p>Standard 4: Evaluation and Data</p> <p>School counselors create program assessments and evaluations to review and adjust current program strategies and activities, collect data to share with stakeholders, and to inform stakeholders of future program planning and goals.</p> <p><i>Sources of Evidence: Needs Assessment Curriculum Results Report (OSCAR) Curriculum Action Plan Closing The Gap Results Minutes From Advisory Council</i></p>	<p>The school counselor does not seek ways to improve the program or adhere to professional standards in the program.</p>	<p>The school counselor attempts to use results data from the comprehensive, developmental school counseling program</p>	<p>The school counselor creates a comprehensive, developmental school counseling program that is multifaceted and designed with continuous evaluation and modification in mind.</p>	<p>The school counselor uses data to continuously find ways to improve the comprehensive, developmental school counseling program.</p>
	<p>The school counselor does not use data to set new goals or try to ensure that each child has access to the needed academic curriculum.</p>	<p>The school counselor attempts to use data and results to make program revisions and to set goals for access to a rigorous academic curriculum.</p>	<p>The school counselor uses results information from the program evaluation to make decisions about program revisions, to set new goals, and to ensure that every student has equal access to a rigorous academic curriculum.</p>	<p>The school counselor continually seeks professional development to create a better program while keeping up on new technology. The school counselor constantly looks for new ways to improve academic achievement for all students.</p>
	<p>The school counselor does not look at academic, attendance, and behavioral data or provide any interventions in this area.</p>	<p>The school counselor attempts to monitor academic, attendance, and behavioral data to provide interventions for student success.</p>	<p>The school counselor monitors student academic, attendance, and behavioral data and provides interventions for student success.</p>	<p>The school counselor has created a methodology to monitor and collect academic, attendance, and behavioral data to provide interventions for student success in cooperation with all stakeholders.</p>
	<p>The school counselor does not consider ethics when making decisions.</p>	<p>The school counselor is aware of the legal, ethical, and professional standards as outlined by ASCA.</p>	<p>The school counselor adheres to legal, ethical, and professional standards as outlined by ASCA.</p>	<p>The school counselor adheres to legal, ethical, and professional standards as outlined by ASCA and seeks professional development in this area.</p>
	<p>The school counselor does not use data and works in isolation.</p>	<p>The school counselor attempts to use data to measure results but does not share it with stakeholders.</p>	<p>The school counselor collects data to annually measure the school counseling program results and reports those results to all stakeholders.</p>	<p>The school counselor collects data to annually measure the comprehensive, developmental school counseling program results and reports those results to all stakeholders at an Advisory Council meeting, seeking advice and cooperatively planning ways to improve the program.</p>
	<p>The school counselor does not consider policy and procedures that may be limiting achievement for all students.</p>	<p>The school counselor attempts to recommend change to policy and procedures but does not use data to do so.</p>	<p>The school counselor uses the results data to recommend systemic change to policy and procedures that limit achievement for all students.</p>	<p>The school counselor uses the results data to recommend systemic change to policy and procedures that limit achievement for all students and educates the stakeholders in advocating for all students.</p>
<p>Evidence</p>				

PROFESSIONALISM

		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>Standard 5: Leadership and Advocacy</p> <p>School counselors are committed professionals who provide leadership, advocate for students, and collaborate with school personnel and parents/guardians to create a positive learning environment for all students.</p> <p><i>Sources of Evidence:</i></p> <p>Bullying/Climate Surveys</p> <p>School Improvement Plan</p> <p>Building/Student Safety</p> <p>School-Wide Programming</p>	<p>The school counselor may recognize the need for respect within the school environment but does not make an effort to promote respect with the staff/administration.</p> <p>The school counselor does not make an effort to address the needs of all students and does not attempt to implement programs that advocate for diversity.</p>	<p>The school counselor attempts to promote a respectful environment. However, he or she may still be developing relationships with the staff/administration.</p> <p>The school counselor may recognize diversity and may treat students with respect but does not attempt to implement programs that advocate for diversity.</p>	<p>The school counselor promotes a respectful school environment to ensure that each student is supported by a caring staff.</p> <p>The school counselor recognizes diversity and treats students as individuals, holding high expectations for every student, while understanding that students have varying needs.</p>	<p>The school counselor conducts a needs assessment/survey with staff, students and parents/guardians to gather data in order to assess the school's environment to ensure that each student is supported by a caring staff.</p> <p>The school counselor celebrates diversity, treats students as individuals, and advocate for practices, activities, and programs that promote understanding and that counteract stereotypes.</p>
		<p>The school counselor works in isolation and does not attempt to collaborate with others.</p>	<p>The school counselor realizes that the adults share responsibility for educating students but he or she does not strive to collaborate with others.</p>	<p>The school counselor recognizes that many adults share the responsibility for educating students and collaborates with them to facilitate student success.</p>	<p>The school counselor consults with the Advisory Council, community, staff, and administration to share the responsibility for educating the students.</p>
	Evidence				

PROFESSIONALISM

	Ineffective	Developing	Skilled	Accomplished	
PROFESSIONALISM	<p>Standard 6: Professional Responsibility and Growth</p> <p>School counselors engage in self-reflection, take responsibility for improving skills and knowledge through professional development, practice ethical principles, and promotion of the school counseling profession.</p> <p><i>Sources of Evidence: SC Self</i></p>	<p>The school counselor does not conduct self-assessments.</p> <p>The school counselor does not participate in professional development opportunities unless required by administration.</p>	<p>The school counselor minimally conducts self-assessments to determine professional development needs, but does not use the data to impact the school's mission or the comprehensive, developmental school counseling program.</p> <p>The school counselor attends professional development, whether or not it aligns with the school's mission and goals or meets the needs of their students.</p>	<p>The school counselor actively reflects on his or her practice through thoughtful self-assessment, striving to remove bias/prejudices from practice, set appropriate development goals, and link professional growth to the needs of the school's mission and the comprehensive, developmental school counseling program.</p> <p>The school counselor seeks to participate in high quality professional development that reflects best practices, aligns with the school's mission and goals, and meets the needs of their students.</p>	<p>The school counselor conducts annual self-assessments using the Ohio School Counselor Standards and ASCA's School Counselor Competencies, using the data to set rigorous development goals, and ensure all professional development links directly to the needs of the school's mission and the comprehensive, developmental school counseling program.</p> <p>The school counselor seeks, designs, and/or participates in ongoing, high quality professional development to address professional development goals, aligned with the school's mission, and embeds professional development experiences into daily practice.</p>
	<p>Assessment Professional Development Plan</p>	<p>The school counselor does not demonstrate knowledge of practices and policies aligned with the ASCA's Ethical Standards for School Counselors or state codes of professional conduct.</p>	<p>The school counselor seeks to learn and develop knowledge of practices and policies aligned with the ASCA's Ethical Standards for School Counselors and state codes of professional conduct.</p>	<p>The school counselor applies knowledge to align personal and professional practices and policies with ASCA's Ethical Standards for School Counselors, as well as with state codes of professional conduct.</p>	<p>The school counselor models consistent alignment of personal and professional practices and policies with the ASCA's Ethical Standards for School Counselors, as well as state codes of professional conduct.</p>
	<p>Code of Ethics</p>	<p>The school counselor does not model professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, or the school community.</p>	<p>The school counselor develops habits of professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor consistently models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor, at all times, models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>
	<p>Professional association membership/activities</p>	<p>The school counselor does not model professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, or the school community.</p>	<p>The school counselor develops habits of professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor consistently models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor, at all times, models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>
	<p>Conference presentations/attendance</p>	<p>The school counselor does not model professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, or the school community.</p>	<p>The school counselor develops habits of professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor consistently models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>	<p>The school counselor, at all times, models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p>
	<p>Publications</p> <p>Research and continuing education</p>	<p>The school counselor does not participate in activities that promote the profession of school counseling at any level.</p>	<p>The school counselor seldom attends activities that promote the profession of school counseling at any level.</p>	<p>The school counselor regularly engages in activities that promote the profession of school counseling at the local, state, and/or national level.</p>	<p>The school counselor systematically leads, reviews, and contributes to activities, programs, literature, research, and policies to promote the school counseling profession at the local, state, and national level.</p>

Evidence

Final Summative Rating of Effectiveness

First Formal Observation Performance Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Second Formal Observation Performance Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

School Counselor Signature: _____ Date __

Evaluator Signature: _____ Date __

The signatures above indicate that the school counselor and evaluator have discussed the Summative Rating.

Note: The school counselor may provide additional information to the evaluator within 10 working days of the receipt of this form and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

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Ohio School Counselor Evaluation System

Professional Growth Plan Form

As a result of the evaluation process, school counselors and evaluators should focus on accelerating and continuing school counselor growth through professional development. Professional development should be individualized to the needs of the school counselor and specifically relate to his/her areas of refinement as identified in the school counselor's evaluation. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

Self-Directed

Collaborative

School Counselor

Evaluator

<p>Annual Focus These are addressed by the evaluator as appropriate for this school counselor.</p>	<p>Date Record dates when discussed</p>	<p>Areas for Professional Growth supports needed, resources, professional development Comments during conference with school counselor and evaluator are made appropriate to the needs of the school counselor.</p>
<p>Goal 1: <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		
<p>Goal 2 : <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

School Counselor Signature

Date

The signatures above verify that the school counselor and evaluator have discussed and agreed upon this Professional Growth Plan.

Ohio School Counselor Evaluation System

Improvement Plan Form

Counselor Name: _____ Grade Level: _____

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

Written improvement plans are to be developed in the circumstances when a school counselor receives an overall ineffective rating or an ineffective rating on any of the components of the OSCES 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.

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

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

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

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

Ohio School Counselor Evaluation System

Improvement Plan Form (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor Signature: _____ Date: ____

Evaluator Signature: _____ Date: ____

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

Ohio School Counselor Evaluation System

Improvement Plan: Evaluation of Plan

Name: _____

Level: _____

School year: _____ Building: _____

Date of Evaluation: _____

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

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

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

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

School Counselor Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the school counselor's years of experience. Beginning school counselors—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced school counselors—with five or more years of experience—are expected to meet the Proficient level or above.

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APPENDIX I

C-TEC TEA INFORMAL GRIEVANCE

DATE OF INFORMAL DISCUSSION: _____

DISPOSITION: _____

SUPERVISOR:

GRIEVANT:

FORMAL WRITTEN GRIEVANCE

TYPE OF GRIEVANCE: _____ Individual _____ Group _____ Association

NAME OF GRIEVANT(S): _____

DATE: _____

ARTICLE(S) ALLEGED TO BE VIOLATED: _____

DATE OF VIOLATION: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

RELIEF/REMEDY SOUGHT: _____

LEVEL I

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL I HEARING: _____

Disposition:

SIGNED BY THE SUPERVISOR: _____

TITLE: _____

DATE: _____

LEVEL II

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL II HEARING:

DISPOSITION:

SIGNED BY THE DIRECTOR: _____ TITLE: _____

DATE: _____

LEVEL III

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL III HEARING: _____

DISPOSITION:

SIGNED BY THE SUPERINTENDENT: _____ TITLE: _____

DATE: _____

LEVEL IV

DATE SUBMITTED: _____

SIGNATURE(S): _____

DATE OF LEVEL IV HEARING: _____

DISPOSITION:

SIGNED BY THE SUPERINTENDENT: _____ TITLE: _____

DATE: _____

C-TEC
150 PRICE ROAD - -NEWARK,
OHIO
COMPUTER USE AGREEMENT

THE FOCUS OF THIS DOCUMENT IS ON INTERNET USAGE BUT APPLIES TO ALL COMPUTER USAGE AT C-TEC.

ALL STUDENTS, FACULTY, STAFF, CONTINUING EDUCATION STUDENTS, AND SUPPORT STAFF WILL BE REFERRED TO AS "USER" OR "USERS."

INTERNET ACCESS IS AVAILABLE TO USERS AT C-TEC.

THE GOAL OF THE C-TEC BOARD OF EDUCATION IS TO PROMOTE EDUCATIONAL EXCELLENCE IN SCHOOLS BY FACILITATING RESOURCE SHARING, INNOVATION, AND COMMUNICATION.

THE INTERNET IS AN ELECTRONIC HIGHWAY CONNECTING THOUSANDS OF COMPUTERS ALL OVER THE WORLD AND MILLIONS OF INDIVIDUAL SUBSCRIBERS. USERS MAY HAVE ACCESS TO THE FOLLOWING:

1. ELECTRONIC MAIL COMMUNICATIONS WITH PEOPLE ALL OVER THE WORLD.
2. INFORMATION AND NEWS FROM MANY EDUCATIONAL INSTITUTIONS AS WELL AS SCIENTIFIC AND GOVERNMENTAL AGENCIES.
3. PUBLIC DOMAIN SOFTWARE AND SHAREWARE OF ALL TYPES.
4. DISCUSSION GROUPS ON A BROAD RANGE OF TOPICS.
5. ACCESS TO UNIVERSITY CATALOGS, THE LIBRARY OF CONGRESS, AND ON-LINE PUBLIC LIBRARIES.

WITH ACCESS TO COMPUTERS AND PEOPLE ALL OVER THE WORLD COMES THE AVAILABILITY OF MATERIAL THAT MAY NOT BE CONSIDERED TO BE OF EDUCATIONAL VALUE IN THE CONTEXT OF THE SCHOOL SETTING. C-TEC HAS TAKEN PRECAUTIONS TO RESTRICT ACCESS TO CONTROVERSIAL MATERIALS. HOWEVER, ON A GLOBAL NETWORK IT IS IMPOSSIBLE TO CONTROL ALL MATERIALS, AND USERS MAY DISCOVER CONTROVERSIAL INFORMATION. WE (C-TEC) FIRMLY BELIEVE THAT THE VALUABLE INFORMATION AND INTERACTION AVAILABLE ON THIS NETWORK FAR OUTWEIGHS THE POSSIBILITY THAT USERS MAY PRODUCE MATERIALS THAT ARE NOT CONSISTENT WITH THE EDUCATIONAL GOALS OF OUR DISTRICT.

INTERNET ACCESS IS COORDINATED THROUGH A COMPLEX ASSOCIATION OF GOVERNMENT AGENCIES AND REGIONAL AND STATE NETWORKS. IN ADDITION, THE SMOOTH OPERATION OF THE NETWORK RELIES UPON THE PROPER CONDUCT OF END USERS WHO MUST ADHERE TO STRICT GUIDELINES. THESE GUIDELINES ARE PROVIDED HERE SO THAT YOU ARE AWARE OF THE RESPONSIBILITIES YOU ARE ABOUT TO ACQUIRE. IN GENERAL THIS REQUIRES

EFFICIENT, ETHICAL AND LEGAL UTILIZATION OF THE NETWORK RESOURCES. IF A USER VIOLATES ANY OF THESE PROVISIONS, HIS OR HER ACCOUNT MAY BE TERMINATED AND FUTURE ACCESS COULD POSSIBLY BE DENIED. THE SIGNATURE(S) AT THE END OF THIS DOCUMENT IS (ARE) LEGALLY BINDING AND INDICATE THE PARTY (PARTIES) WHO SIGNED HAS (HAVE) READ THE TERMS AND CONDITIONS CAREFULLY, UNDERSTAND(S) THEIR SIGNIFICANCE, AND AGREE TO SUCH TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. ACCEPTABLE USE -THE PURPOSE OF NFSNET, WHICH IS THE BACKBONE NETWORK TO THE INTERNET, IS TO SUPPORT RESEARCH AND EDUCATION IN AND AMONG ACADEMIC INSTITUTIONS IN THE US BY PROVIDING ACCESS TO UNIQUE RESOURCES AND THE OPPORTUNITY FOR COLLABORATIVE WORK. THE USE OF YOUR ACCOUNT MUST BE IN SUPPORT OF EDUCATION AND RESEARCH AND CONSISTENT WITH THE EDUCATIONAL OBJECTIVES OF C-TEC. USE OF ANOTHER ORGANIZATION'S NETWORK OR COMPUTER RESOURCES MUST COMPLY WITH THE RULES THAT ARE APPROPRIATE FOR THIS NETWORK. TRANSMISSION OF ANY MATERIAL IN VIOLATION OF ANY US OR STATE LAW IS PROHIBITED. THIS INCLUDES BUT IS NOT LIMITED TO DOWNLOADING COPYRIGHTED MATERIAL TRANSMITTING THREATENING OR OBSCENE MATERIAL, OR ACCESSING, APPROPRIATING, AND/OR EMPLOYING MATERIAL THAT CONSTITUTES CONFIDENTIAL OR TRADE SECRET INFORMATION. USE OF INTERNET ACCESS FOR COMMERCIAL ACTIVITIES IS GENERALLY NOT ACCEPTABLE. USE FOR PRODUCT ADVERTISEMENT OR POLITICAL LOBBYING IS ALSO PROHIBITED.

2. PRIVILEGES — THE USE OF THE INTERNET IS A PRIVILEGE, NOT A RIGHT, AND INAPPROPRIATE USE WILL RESULT IN CANCELLATION OF THOSE PRIVILEGES. THE SYSTEM ADMINISTRATOR CAN RECOMMEND REMOVAL OF ACCESS UNTIL REVIEWED BY SCHOOL ADMINISTRATION. THE ADMINISTRATION, FACULTY, AND STAFF OF C-TEC MAY REQUEST THE SYSTEM ADMINISTRATOR TO INVESTIGATE POSSIBLE CUA VIOLATIONS.

3. NETWORK ETIQUETTE - YOU ARE EXPECTED TO ABIDE BY THE GENERALLY ACCEPTED RULES OF NETWORK ETIQUETTE. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 - A) BE POLITE. DO NOT GET ABUSIVE IN YOUR MESSAGES TO OTHERS.
 - B) USE APPROPRIATE LANGUAGE. DO NOT SWEAR, USE VULGARITIES OR ANY OTHER INAPPROPRIATE LANGUAGE.
 - C) DO NOT REVEAL YOUR PERSONAL ADDRESS OR PHONE NUMBERS OF OTHER USERS.
 - D) KNOW THAT ELECTRONIC MAIL (E-MAIL) IS NOT GUARANTEED TO BE PRIVATE. PEOPLE WHO OPERATE THE SYSTEM DO NOT HAVE ACCESS TO ALL MAIL. THE SYSTEM ADMINISTRATOR WILL MONITOR E-MAIL. ANY MESSAGES RELATED TO OR IN SUPPORT OF ILLEGAL ACTIVITIES MAY BE REPORTED TO THE AUTHORITIES.
 - E) DO NOT USE THE NETWORK IN SUCH A WAY THAT IT WOULD DISRUPT THE USE OF THE NETWORK BY OTHER USERS.
 - F) ALL COMMUNICATIONS (INCLUDING E-MAIL) AND INFORMATION ACCESSIBLE VIA THE NETWORK SHOULD BE ASSUMED TO BE PRIVATE PROPERTY, UNLESS IT IS VERY CLEARLY MARKED AS BEING AVAILABLE FOR USE OR DISTRIBUTION. G) ILLEGAL ACTIVITIES ARE STRICTLY PROHIBITED.
 - H) KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT GIVE YOUR PASSWORD TO ANYONE FOR ANY REASON. YOU ARE RESPONSIBLE FOR IT AND WILL BE HELD ACCOUNTABLE.
 - I) IF YOU SUBSCRIBE TO A LIST SERVICE, PLAN ON CHECKING YOUR MAIL ON A REGULAR BASIS.
 - J) USE FOR PRIVATE OR PERSONAL BUSINESS IS NOT ALLOWED AND WILL NOT BE TOLERATED.

4. C-TEC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE IT IS PROVIDING. C-TEC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU SUFFER. THIS INCLUDES, BUT IS NOT LIMITED TO, LOSS OF DATA RESULTING FROM

DELAYS, NON-DELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS NO MATTER HOW CAUSED. USE OF ANY INFORMATION OBTAINED VIA THE INTERNET IS AT YOUR OWN RISK. C-TEC SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. NO USER SHALL ACCESS ANY FEE BASED SYSTEM.

5. **SECURITY**- SECURITY ON ANY SYSTEM IS A HIGH PRIORITY, ESPECIALLY WHEN THE SYSTEM INVOLVES MANY USERS. IF YOU FEEL YOU CAN IDENTIFY A SECURITY PROBLEM ON THE INTERNET, YOU MUST NOTIFY THE SYSTEM ADMINISTRATOR. DO NOT DEMONSTRATE THE PROBLEM TO OTHER USERS. DO NOT USE ANOTHER INDIVIDUAL'S ACCOUNT UNDER ANY CIRCUMSTANCE. ATTEMPTS TO LOGIN TO THE NETWORK AS A SYSTEM ADMINISTRATOR MAY RESULT IN CANCELLATION OF PRIVILEGES. ANY USER IDENTIFIED AS A SECURITY RISK OR HAVING A HISTORY OF MISUSING OTHER COMPUTER SYSTEMS MAY BE DENIED ACCESS TO THE NETWORK.

6. **VANDALISM**-VANDALISM MAY RESULT IN CANCELLATION OF PRIVILEGES. VANDALISM IS DEFINED AS ANY MALICIOUS ATTEMPT TO HARM OR DESTROY DATA OR TO INTRUDE IN THE NETWORK OR DATA OF ANOTHER USER. INTERNET, OR ANY OTHER NETWORK, INCLUDING THE ABOVE LISTED AGENCIES OR OTHER NETWORKS THAT ARE CONNECTED TO THE NFSNET INTERNET BACKBONE. THIS INCLUDES THE LOCAL AREA NETWORK AT C-TEC AND ANY COMPUTER OWNED BY C-TEC.

BY SIGNING THIS APPLICATION, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND WILL ABIDE BY THE GUIDELINES OUTLINED IN THE COMPUTER USE AGREEMENT FOR C-TEC. *THIS IS A LEGAL AND BINDING DOCUMENT.* ANY INFORMATION MISSING OR UNREADABLE MAY CAUSE DELAY IN THE APPLICATION PROCESS. THIS DOCUMENT MUST BE COMPLETED IN BLACK INK.

User Information	
Signature	Date
Last Name	First Name
Address	
City	State Zip Code
Home Phone	Work Phone
Social Security Number	Date of Birth
Parent/Guardian Information	
Signature	Date
Last Name	First Name
Relationship	Work Phone
Office Use Only	
Approval	Date
UN	CD

Memorandum of Understanding

The C-TEC Board of Education (Board) and the C-TEC Teachers' Education Association (C-TEC TEA) agree that the language of the Annual Opt Out clause of Article 25 Health Insurance and Dental Insurance is ambiguous and has caused different interpretations. The Board and C-TEC TEA agree to the following language to clearly define the procedure when determining the compensation to the Bargaining Unit member.

Annual Opt Out

Annually Opting Out is defined as a member voluntarily forgoing coverage of the District-provided hospitalization/surgical/major medical plan. Any bargaining unit member who demonstrates with an insurance card or other documentation from a health insurance company that he/she is covered by a non-District hospitalization/surgical/major medical plan shall have the right to annually opt out of the District-provided hospitalization/surgical/major medical insurance plan.

The Annual Opt Out procedure shall be:

The member provides written notice to the Board Treasurer between September 1 and September 30 of any year, which must be done each and every year that a member opts out.

The District shall pay a lump sum equal to 25% of the single or family plan premium as determined by the coverage presented by the member at the time of the opting out. This lump sum amount shall be forwarded to the member on or before September 10 of the succeeding year.

In order to be reinstated to the District plan, one of the two following criteria and conditions must be followed:

1. If a member demonstrates to the District that he/she has lost coverage of the non-District health plan involuntarily, then the member will be reinstated immediately to the District plan.
2. If the member chooses to voluntarily re-enroll in the District plan, he/she must do so during the annual enrollment period.

This will be attached to Article 25 of the 2013/2016 Negotiated Agreement. This will be considered part of the four corners of the contract.

FOR THE ASSOCIATION

FOR THE BOARD

This is non-precedent setting.

Memorandum of Understanding

The C-TEC Board of Education (Board) and the C-TEC Teachers' Education Association (C-TEC TEA) agree to adjust the list of supplemental positions in Article 17 Supplemental Contracts.

The Board and C-TEC TEA agree the list of supplemental contracts will be:

- English Department Head
- FCCLA Coordinator HOSA
- District Coordinator HOSA
- Local Advisor
- Mathematics Department Head SADD
- Youth Empowerment Coordinator Science Department Head
- Social Studies Department Head
- Student Council Coordinator
- Student Council Coordinator Assistant (2)
- SkillsUSA District Coordinator
- SkillsUSA Local Advisor
- SkillsUSA Local Advisor
- Teacher Mentor

Additionally, there will be four (4) At-Large Coordinator/Advisor positions keeping the total number of supplemental positions at 19. These four At-Large Coordinator/Advisor positions will not be filled unless there is a need. When there is a need to fill any of the four At-Large Coordinator/Advisor positions the Board and C-TEC TEA will work together to agree how many will be filled and the name of the position to be filled.

This will be attached to Article 17 of the 2013/2016 Negotiated Agreement. This will be considered part of the four corners of the contract.

This is non-precedent setting.

FOR THE ASSOCIATION

FOR THE BOARD

