NEGOTIATED AGREEMENT

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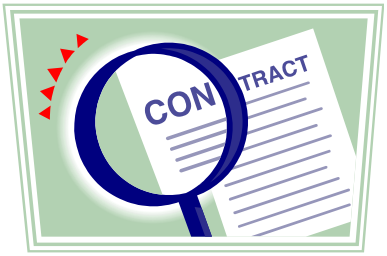

Between The

COLONEL CRAWFORD EDUCATION ASSOCIATION

and

THE COLONEL CRAWFORD BOARD OF EDUCATION

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ARTICLE 100 – NEGOTIATIONS PROCEDURAL AGREEMENT

101 RECOGNITION

The Colonel Crawford Local Board of Education (hereinafter referred to as the Board) recognizes the Colonel Crawford Education Association (hereinafter referred to as the CCEA), affiliated with the North Central Ohio Education Association, Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative for all certificated employees of the Colonel Crawford Local School District.

For the purpose of the Agreement, certificated employees shall be defined as those who are employed under contract by the Board with the following exceptions:

A. Management Level Employees – shall be defined in accordance with ORC 4117.

B. Any dispute of an employee's eligibility for membership or not shall be submitted to the State Employment Relations Board (SERB) for determination.

102 COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Colonel Crawford Local Board of Education shall enter into negotiations with the Colonel Crawford Education Association for the purpose of achieving a signed agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment of each employee represented by the CCEA bargaining unit.

103 ACCESS TO INFORMATION

Upon request by the CCEA and in compliance with ORC 149.43, the Board shall supply, within ten (10) workdays, all public financial information relative to the operation of the district and all public information pertinent to items to be negotiated. This shall be provided to the CCEA at cost.

104 BARGAINING PERIOD

Between February 1 and sixty (60) days prior to the expiration of this Agreement, the Board or the CCEA may request that negotiations be opened for the purpose of bargaining a successor agreement. The negotiations for the successor agreement shall be in accordance with all provisions of the existing agreement and ORC 4117.

105 DIRECTING REQUESTS

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the president of the CCEA, and CCEA requests shall be directed to the treasurer. Within fifteen (15) working days of such request, an initial meeting will be held.

106 COMPOSITION OF BARGAINING TEAMS

The Board, or designated representative(s) of the Board, will meet with representatives designated by the CCEA for the purpose of discussion and reaching mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. Each negotiation team shall be restricted to a maximum of six (6) identified members for the duration of the negotiation sessions. No more than four (4) non-participating observers representing each team shall be permitted to attend a single session. Professional and lay consultants for either side may be used. The expense of such consultants shall be borne by the party requesting them.

107 INITIAL BARGAINING SESSION

All issues proposed for discussion shall be submitted in writing by the CCEA to the representatives of the Board at the first meeting. The Board representative(s) shall submit in writing to the CCEA representative(s) all issues upon which it wishes to negotiate at the first meeting. No additional issues shall be submitted by either party following the first meeting, and all necessary and subsequent meetings shall be called at times mutually agreed by the parties.

108 AGREEMENT

A. As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by each team.

B. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted to the CCEA for its consideration. If ratified by the CCEA, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting which shall be not more than 30 days from the date of receipt of the ratified agreement from the CCEA. The CCEA and the Board shall consider and act upon the proposed agreement in its entirety.

C. Upon final approval by both the CCEA and the Board, two (2) copies of the total agreement shall be signed by the president of the Board and the president of the CCEA. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

109 IMPASSE PROCEDURE

A. Mediation

1. In the event agreement is not reached by the parties, either party may request the use of mediation in an effort to reach an acceptable settlement. A mediator shall be requested from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the

mediation. The mediation period shall be sixty calendar days from the date of the first mediation session, after which the Association shall have the rights provided by ORC 4117.14 (D) (2) provided the contract has expired.

2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the CCEA.

B. Mutually Agreed Dispute Resolution

The above procedure shall be deemed an Alternative Dispute Resolution Procedure as authorized by R.C. 4117.1(C).

ARTICLE 200 – GRIEVANCE PROCEDURES

201 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

202 DEFINITIONS

A. "Grievance" shall mean a claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.

B. "Class action grievance" shall be a grievance that affects more than one member in the bargaining unit.

C. "Grievant" shall mean the Association or member(s) of the bargaining unit initiating a grievance.

D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

E. "Days" shall mean actual workdays when school is actually in session.

203 GENERAL PROVISIONS

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

B. The filing of a grievance under this Agreement or the right to file shall in no way limit or restrict the right of the Board or the Superintendent to proceed according to the laws governing in operations of schools.

C. All grievance processing Steps I through III shall be conducted after the regular working day, except by mutual agreement, in order not to interfere with the duties of the parties involved.

D. All proceedings held in the processing of grievances shall be in closed session and no news releases shall be made concerning the progress of the hearings at any level.

E. All written and printed matter dealing with the processing of a grievance, if retained, shall be filed separately from the personnel records of the participants.

F. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for persons reasonably necessary for the fair and expeditious resolution of the grievance to attend.

G. No reprisals or recriminations shall be taken against any member who files or takes part in a grievance by reason of such participation.

H. Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.

I. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.

J. The parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. For the purpose of this subsection, the parties at interest shall be the individual grievant or grievants, the President of the Association or his/her designee, and a reasonable number of bargaining unit members whose testimony is necessary to properly process such grievance. A reasonable number of bargaining unit members shall be defined for the purposes of this contract as no more than four (4). If the grievant requests more than four (4) bargaining unit members, it shall be as authorized by the arbitrator.

K. Failure of the Board and/or administration to comply with the time limits contained herein shall advance the grievance to the next step in this procedure.

L. Failure of the grievant and/or Association to comply with the time limits contained herein shall be deemed a waiver of the right to proceed with this procedure.

204 ASSOCIATION RIGHTS

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

B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

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

D. The Association shall receive copies of grievances, requests for hearing, notices and decisions in the processing of grievances and upon written request, such other communications as may be reasonably necessary for the fair and equitable resolution of the grievance; provided however, nothing herein shall require the Board and/or the administration to provide copies of confidential communications intended for preparation and/or administration of this grievance procedure.

E. A grievance may be withdrawn by the Association at any time without prejudice; provided however, any refiling of said grievance must comply with the time limits set forth in Section 205-A-2 herein. This provision does not apply to a reoccurrence of any grievance situation.

205 SUBMISSION OF GRIEVANCE

A. Informal Step

1. When a member becomes aware of an act or omission on which a grievance is to be based, the member and the Association representative may discuss the grievance with the member's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there shall be an attempt to resolve the grievance informally.

2. If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the Association may, within thirty-five (35) days of such act or omission, file a written grievance with the appropriate supervisor.

B. Step One:

1. The appropriate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Association, grievant, and Employer may present evidence to sustain their positions.

2. Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed

to Step Two. Such written request shall be filed within five (5) days of receipt of the appropriate supervisor's response.

C. Step Two:

1. Within five (5) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

2. Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the Superintendent's response, the Association may file a written form to proceed to Step Three. Such written request shall be filed with the Treasurer of the Board within five (5) days of receipt of the Superintendent's response.

D. Step Three:

1. Within five (5) days of the filing of the form, the President of the Board shall set a date for such hearing which shall be no less than five (5) days nor more than ten (10) days after the receipt of such form. The conduct of the hearing shall be in the same manner and for the same purpose as set forth in Step One.

2. Within five (5) days after the conclusion of the hearing, the Board shall provide a written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the Board's response or if the Board fails to file a timely response, the Association may file a written form to proceed to Step Four. Such written request shall be filed with the Superintendent within five (5) days of receipt of the Board's response or, if no response was given, within ten (10) days after the conclusion of the Board hearing.

E. Step Four:

1. Selection of the Arbitrator

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

2. Authority of the Arbitrator

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

3. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be borne by the party which the arbitrator rules against and that determination shall be made by the arbitrator.

206 GRIEVANCE FORM

The grievance form is provided in this agreement (see Appendix A).

ARTICLE 300 – PERSONNEL

301 FAIR DISMISSAL

A. A teacher employee shall be non-renewed only under the provisions set forth in the ORC Section 3319.11.

B. The teacher employee shall be notified by the Superintendent of his intended recommendation for non-renewal through a private conference no later than April 1 and in writing no later than April 15.

C. Prior to any non-renewal the Board agrees the following stipulations will be met:

1. Notwithstanding the provision of Section 308, three (3) evaluations (minimum) made by direct observation by the immediate administrator.
2. Conference with the administrator after each evaluation.

3. A written copy of the evaluation report given to the teacher with the teacher permitted to make rebuttal comments which will become part of the record for each evaluation.

4. Teacher to be informed of possible non-renewal recommendation in a private conference with the immediate administrator by February 1, and a second private conference for review by March 5. The intervening time

between the two dates will serve as the period of time to correct identified deficiencies in the evaluation conference. If after the second conference the intended recommendation remains as non-renewal, it will be followed by written notice on or before March 20.

5. The teacher may request, in writing, after notification by the Board of its intent to non-renew, a closed meeting with the Board and such meeting shall be granted within a reasonable amount of time after receipt by the treasurer of the request for the closed meeting.

6. Termination of a limited contracted teacher will be in accordance with the provisions found in ORC Sections 3319.16 and 3319.161.

302 PERSONNEL FILES

A. Location

Personnel records of certificated employees shall be kept on file for reference at all times in the office of the Superintendent.

B. Review of File

1. Each teacher shall have the right upon written request to review the contents of his or her personnel files. The teacher shall be entitled to have a certified representative (from within the system) of his choosing accompany him during such review. If the teacher desires single copies of any of the contents so examined in his or her file it shall be permitted upon written request and at the expense of the employee.

2. Confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from review unless the Board or any of its agents, supervisors, or administrators rest any decision or discipline in any form on the contents of such confidential credentials or said letters of reference, and under those circumstances the teacher shall have a full opportunity to examine such documents and offer such explanation as he or she deems necessary. Materials placed in the teacher's personnel file shall be read and signed by the teacher (note the exceptions above). Such a signature merely acknowledges it has been read and does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any materials filed and the answer shall be attached to a file at the time of its inclusion in the personnel file.

C. Complaints in Files

When a complaint is made by the parent of a student or any other member of the public concerning a teacher's conduct, service, character, or personality which is

deemed serious enough to become a matter of formal record, the teacher shall be informed of the complaint by his principal or the teacher and principal shall attempt to resolve the complaint. Any complaint must be filed through a school official to be deemed valid. If the employee objects to the complaint, he or she may file a grievance beginning with Step Two. Such complaint shall not be placed in the personnel file of the teacher then, unless the complaint is determined to be valid after resorting to grievance.

D. Anonymous Material

Anonymous letters or materials shall not be placed in a teacher's file nor shall they be made a matter of record.

303 PARENT COMPLAINT PROCEDURE

A. When a complaint is made to the Board or any of its members or to the administration concerning a teacher's conduct or other activities that relate to the teacher's employment duties, and the concern is thought serious enough to become a matter of record, the appropriate administrator will meet with the teacher, as soon as possible but not to exceed twenty (20) working days, to discuss the complaint. The appropriate administrator and the teacher shall attempt to resolve the party's complaint.

B. Should the complaining party not be satisfied and bring the concern to the Board, the appropriate administrator(s) and the teacher shall attempt to resolve the party's complaint. The Board shall not act on any parent complaint about a teacher until an investigation is conducted by the Superintendent to assure that the teacher's side of the complaint is heard.

C. Nothing shall be placed in the teacher's personnel file unless the complaining party is willing to place the complaint in writing and sign the document.

D. The best resolution to a complaint or problem is through direct conversation with those involved. If possible the complaining party should be directed to discuss directly with the teacher involved the nature of the complaint to see if it can be resolved.

E. Any teacher involved in a public complaint situation shall have the right to representation at any meeting involving the administration and/or the Board.

304 REDUCTION IN FORCE

A. Reduction

A reduction in staff shall be done only in accordance with provisions of this section.

B. Reasons

A reduction in staff may occur for the following reasons only: a) decrease in pupil enrollment, b) return to duty of a regular teacher after a Board-approved leave of absence, c) shortage of funds, d) changes in curriculum, e) or by reason of suspension of schools or territorial changes affecting the district.

C. Association Notification

Except as hereinafter provided, the Board shall notify the Association of a contemplated RIF n later than February 1st of the year in which such RIF is to be implemented. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, such notice shall be given within five days following Board action. Any such notice shall be in writing and shall include the proposed positions to be affected, the proposed time schedule, and the reasons for the proposed action.

D. Attrition

To the extent possible, the number of teachers whose contracts are suspended by reason of the RIF procedures herein shall be minimized by attrition.

E. Date of Implementation

Except as hereinafter provided, the suspension of a teacher's employment contract by reason of a reduction in force shall be effective at twelve o'clock midnight immediately preceding the first duty day for the members of the bargaining unit. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, the effective date shall be at twelve o'clock midnight preceding the first day of duty of the returning teacher.

F. Order of Contract Suspension

1. On the basis of certification and seniority, the employment contracts of non-tenured teachers shall be suspended before tenured teachers. The employment contracts of non-tenured teachers and tenured teachers shall be suspended in order of seniority within each contract category.

2. Those teachers on limited contracts with the least seniority in the teaching field affected shall have their contracts suspended first. In the event that continuing contract employees must be reduced, their contracts shall be suspended on the basis of seniority as defined herein. For the purpose of this section "teaching field" shall be defined as all subjects/areas covered by a single teaching certificate.

3. The Board will identify the teaching fields in which a reduction is to occur, and the number of persons to be reduced in each of these fields. The persons RIF'd shall be the least senior person(s) in the teaching field affected. The RIF notifications are to be sent to the least senior teachers in the various teaching fields where the RIF is occurring.

G. Bumping Rights

1. Those teachers RIFed from a position shall have the right to bump a less senior teacher in another area if they are properly certified for that position; provided however, no limited contract teacher shall be permitted to bump a continuing contract teacher.

2. Notices are not required for teachers who may be "bumped." However, the Board, as a courtesy, may send a notice to such persons to let them know that it is possible for them to be bumped by another teacher.

3. The Board and Association will jointly agree on a "window period" within which RIF'd teachers must declare their intent to exercise their bumping rights. If a RIF'd teacher does not declare within this window period, his/her RIF becomes final.

4. After the window period is closed, the Superintendent will review the credentials of the RIF'd teachers who have elected to exercise their bumping rights to determine whether their current licensure/certification(s) would allow them to serve any other position in the District. If so, the Superintendent will designate the appropriate teaching field on the district seniority list, and the teacher will then be moved into that field on the district seniority list. The least senior person in that teaching field will then be "bumped" and his/her contract will be suspended.

5. A teacher who is bumped in the above manner shall have five (5) school days in which to declare his/her intention to bump another teacher in a different teaching field following the same process outlined above. Bumping may continue in this manner until there are no further bumping requests.

H. Seniority

For purpose of this Contract, seniority shall be defined as a number of years of service with the Colonel Crawford Schools. (Newly employed part-time teachers' seniority, after September 1, 1985, shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of part-time employment.) If two or more individuals have equal seniority as defined herein, then the following shall apply:

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

(2) The date on which the employee submitted a completed job application,

(3) The date that the initial license of the employee was issued,

(4) A flip of the coin by the Superintendent with both individuals present. The Superintendent shall determine which individual will choose first.

I. Employee Notification

Except as hereinafter provided, any teacher who is RIFed shall be so notified in writing by certified mail or personal service no later than March 31 of the year the RIF is to be implemented. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, such notice shall be given within ten days following Board action. Any such notice shall be in writing and shall include the effective date of the RIF.

J. Recall

1. Teachers whose employment contracts have been suspended due to RIF shall be recalled by order of greater seniority and contract type. Continuing contract teachers shall be recalled before limited contract teachers. To be recalled to a position, the teacher must be certified for the position that is open.

2. Notice of recall will be given by personal service, telegram or registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the CCEA president. If a teacher fails to respond within ten (10) working days after receipt of the above notice of recall, he/she shall be deemed to have refused the position offered. It is the responsibility of the teacher to notify the Board of address changes. All notices to teachers required herein shall be sent to the last so listed address.

K. Recall List

A teacher who is RIFed shall remain on the recall list for forty (40) months after the effective date of his/her layoff unless he/she:

1. Waives his/her recall rights in writing,

2. Fails to accept recall to a position that he/she is qualified,

3. Fails to report to work in a position that he/she has accepted within ten (10) working days after receipt of the notice of recall unless such person is sick or injured.

   (a) A RIFed teacher who has secured temporary employment elsewhere shall be allowed two (2) weeks before being required to report for work.

   (b) A RIFed teacher employed in another school district for whom a position would be available in the Colonel Crawford District shall have until the beginning of the next school year to return to the Colonel Crawford District, or be removed from the recall list.

L. Benefits During RIF

Benefits to which a teacher was entitled at the time of his layoff, including unused accumulated sick leave and personal leave will be restored upon return to active employment. Such teacher shall be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher shall not receive increment credit for time RIFed nor will such time count toward the fulfillment of time requirements for acquiring tenure.

M. Substituting

While RIFed, a teacher will be eligible for substitute teaching in the district.

305 PLANNING TIME AND LUNCH PERIODS

A. Secondary Teachers

Each secondary teacher's (middle school and high school) schedule shall include at least one period daily for conferences with students and/or instructional planning. Such conference/planning time shall not be less than two hundred (200) minutes per week. Student passing time between classes is not included as part of a class or planning period.

B. Elementary Teachers

Each elementary teacher (to include educational service personnel and special education teachers) shall have at least two hundred (200) minutes per week for planning/preparation time. Such time shall be within the student school day, shall be provided in blocks of time that are no less than 20 minutes, and shall be for use by each member as the member may determine as long as it is related to their assigned responsibilities. Such time will be without students in attendance and no

other responsibilities will be assigned by the administration during this schedule planning/preparation time except in cases of urgent necessity.

C. Recess Duties

On those days when a member has no special classes scheduled, effort shall be made to exclude that member from recess duty. When such exclusion is not possible, upon request to the principal or his/her designee, such members shall be authorized to leave the room for a restroom break.

D. Lunch

Members shall be granted at least a full thirty (30) minutes of uninterrupted duty-free time for lunch.

306 SCHOOL CALENDAR

The Board and the Association will develop three (3) approved calendar options after seeking input from administrators, certificated and classified employees which shall be submitted to the CCEA membership for a vote. Whichever option is chosen by the CCEA, accompanied by designated "make-up days," shall be submitted to the Board for adoption. In the event the CCEA does not select one of the three options, or fails to do so in a timely manner (not less than 10 school days) the Board may properly exercise its managerial right by implementing a calendar.

307 SUBSTITUTE TEACHERS (See Section 3319.10 ORC)

Substitute teachers shall be secured from a list of approved teachers submitted by the county superintendent. Efforts to secure a substitute shall be made. The principal will secure the teacher, and the Board must pay the substitute.

308 EVALUATION PROCEDURE

A. Review Committee

An Evaluation Committee may be formed by mutual consent if requested by the Board or CCEA, to review the evaluation instruments which will be used to evaluate the professional staff represented by the CCEA. Membership of the Committee shall be as follows: three (3) building principals appointed by Superintendent, three (3) teachers appointed by the President of the CCEA. The Evaluation Committee shall make its recommendations to the Superintendent by April 1. Any change will become effective for the ensuing school year.

B. Classroom Observations

1. The only persons authorized to observe a professional staff member for the purpose of evaluation shall be the Superintendent, assistant principal, and the building principal of that particular staff member. These individuals may also observe classrooms for purposes other than to evaluate the teacher.

2. A teacher's department head or subject matter specialist or county staff may observe a teacher and his/her classroom for the purpose of providing assistance. The teacher shall be informed prior to such visitations. This courtesy could be waived by mutual agreement.

3. Observations by persons other than those identified above shall be held only with the mutual consent of teacher and principal with a time schedule to be established. Any unresolved issues shall be referred to the CCEA Executive Committee.

C. Observation Procedures for the Evaluation of Regular Classroom Duties

1. New Teachers

Each teacher new to the Colonel Crawford School System shall be observed by one or more persons named in Classroom Observations, paragraph 1, on at least two (2) occasions. However, individual written evaluations shall be made on the observations of only one evaluator. Observations shall not be less than thirty (30) minutes on any occasion.

The first observation of a new teacher will be preceded by a notice of intent to observe prior to the observation. Subsequent observations shall be made at the discretion of the persons authorized to observe.

Observation and evaluation cycles for new teacher shall be as follows with a ratio of two observations for each evaluation:

a. The initial cycle shall commence no earlier than the beginning of the fourth workweek. Observations shall be spaced at least five (5) workdays apart unless otherwise mutually agreed by the observer and the bargaining unit member.

b. The second (observation-evaluation) cycle shall be spaced at least ten (10) workdays after the conference concluding the preceding cycle.

c. Bargaining unit members may voluntarily file a written request for additional observation(s) which will be charted on the approved

form and such form will be made a part of that individual's evaluation file.

2. When a teacher who has been employed in the district for more than one year changes his/her assignment, the administration may follow the evaluation procedures in this article for new teachers.

   All other teachers may be observed on at least one occasion. Written evaluations shall be made on the observations of only one evaluator. Observations shall not be less than thirty (30) minutes on each occasion.

3. Employees in the final year of their limited contracts who are not to be non-renewed shall be evaluated at least two (2) times and shall be observed and evaluated as follows:

   a. The initial cycle shall commence no earlier than the beginning of the fourth workweek. Observations shall be spaced at least five (5) workdays apart unless otherwise mutually agreed by the observer and the bargaining unit member.

   b. The second (observation-evaluation) cycle shall be spaced at least ten (10) workdays after the conference concluding the preceding cycle.

   c. Bargaining unit members may voluntarily file a written request for additional observation(s) which will be charted on the approved form and such form will be made a part of that individual's evaluation file.

4. Multiple Building Assignments

   A teacher who is assigned to more than one building may be observed on at least one occasion for not less than thirty (30) minutes for the purpose of evaluation in each building assigned. Written evaluations shall be made on the observations of only one evaluator.

5. Written Evaluation

   a. A written evaluation shall be made after each visitation which is made for the purpose of evaluation.

   b. If deficiencies are noted, the evaluator shall review the written observation with the instructional staff member not less than five (5) school days following the observation. The written observation evaluation will be dated and signed by both the evaluator and the teacher who has been observed for evaluation purposes. A

teacher's signature on the evaluation will indicate that the teacher has read the form. The signature does not necessarily indicate that the teacher agrees with the evaluation.

c. Space will be provided on the observation evaluation form for the staff members to indicate agreement or disagreement with the observation evaluation. The staff member has the right to include his comments on the observation evaluation form.

6. Copy of Evaluation

The teacher will be given a copy of each written observation evaluation.

7. Additional Conferences

At the request of the teacher or the authorized evaluator, additional conferences may be held. A record of the conference will be signed by both parties and placed in the teacher's personnel file.

D. A district evaluation team, comprised of teachers from various areas, and members from the Administration, shall be formed for the purpose of reviewing and analyzing the current evaluation procedures.

Definitions

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

B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

D. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

E. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

F. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

G. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

H. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

I. Evaluation Instrument: The process and forms used by the teacher's evaluator. The (insert word either forms or instrument) are located in Appendix F to this agreement.

J. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

K. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

Purpose

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To inform instruction.

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

Application

A. The teacher evaluation procedure contained in this agreement applies to members of the CCEA bargaining unit only who spend at least fifty percent (50%) of their time providing student instruction.

Evaluators

A. An evaluator must be a full-time, credentialed contracted employee of the District.

B. The person who is responsible for assessing a teacher's performance shall be:

1. The teacher's assigned supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.

2. An evaluator selected by the teacher and approved by the superintendent for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.

3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Evaluation Committee

A. 1. An Evaluation Committee may be formed by mutual consent if requested by the Board or CCEA, to review the evaluation instruments which will be used to evaluate the professional staff represented by the CCEA. Membership of the Committee shall be as follows: three (3) building principals appointed by Superintendent, three (3) teachers appointed by the President of the CCEA. The Evaluation Committee shall make its recommendations to the Superintendent by April 1.

Any changes or modifications to the procedures or documents shall be reduced to writing to an MOU and ratified by both parties.

2. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.

Orientation

A. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

Training

A. Training on the teacher evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of student growth measure data.

B. Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

C. Teachers

1. Each teacher shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

2. Upon request, written instructions will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and how the evaluation instrument will be utilized.

D. Joint Evaluation Instrument Training

1. The Board shall provide joint training for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

Schedule for Evaluation

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

B. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

C. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

Criteria for Performance Assessment

A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix F to this agreement.

B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.

C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

D. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

E. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by audio or visual devices.

Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations, unless otherwise mutually agreed by the observer and bargaining unit member. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

B. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

2. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

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

Walkthroughs

A. A walkthrough is a formative written assessment piece that focuses on one of the following components:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement; and,
7. Assessment.

B. The walkthrough shall be at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration.

C. A formal debriefing shall occur no later than five (5) days after the walkthrough to discuss observations relative to the identified focus, if requested by the teacher.

D. The teacher shall be provided a paper copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

E. No more than two (2) walkthroughs shall be included in each evaluation cycle. Additional walkthroughs may be requested by the teacher.

Improvement of Deficiencies Identified During Observations and Walkthroughs

A. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.

B. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of improvement of identified deficiencies.

C. The evaluator and teacher shall develop a plan for improvement of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

D. The improvement plan, as outlined in this section, shall detail:

1. Performance issues documented as deficient;
2. Specific performance expectations;
3. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the improvement of identified deficiencies.
5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.

E. If an improvement plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. An improvement plan for deficiencies that are successfully improved during the remainder of the school plan shall be deemed completed.

F. If an improvement plan is developed after March 1, the plan shall be continued into the next school year.

G. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within five (5) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for improvement of identified deficiencies and shall include a reasonable time period for said improvement.

Finalization of Evaluation

A. Written Report

1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

2. The Board may evaluate each teacher assigned an evaluation rating of Accomplished on the teacher’s most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

C. Response to Evaluation

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

Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement, as approved by the superintendent.

2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.

3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

   a. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.

B. Professional growth and improvement plans for a school year shall be developed not later January 1.

C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

D. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

Improvement Plans

A. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.

For the purposes of this agreement, improvement plans shall be based on the individual student growth measure level, and not for overall subjects or classes taught.

B. The professional improvement plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion; and,
3. Monetary, time, material, and human resources.

Mentor Teacher (Coach) for Teachers on an Improvement Plan

A. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher must have continuing contract status and have a minimum of four (4) consecutive years of teaching experience in the district, unless waived by the mentee.

   a. The mentor teacher must be trained to act as a mentor through a mutually agreed upon training procedure.

   b. The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

   c. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

   d. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

2. Release Time

   a. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

3. Protections

a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised two (2) times by the mentor teacher or the teacher. Changes in mentors will be subject to availability.

Due Process

A. Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator and such request shall be at the discretion of the Superintendent.

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

C. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract

D. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Personnel Action Requirements

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and two (2) evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

B. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

C. Until two (2) years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement. The two (2) year data and evaluation period resets whenever there is a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter).

D. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Proficient for all teachers for purposes of eTPES reporting.

E. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

309 PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

Except as specified below for initial appointments, the term of office for members serving on the committee shall be two years. The terms shall be staggered. For the initial appointment, two teacher members and the principal member shall be appointed to three-year terms. Thereafter, all terms shall be two years.

C. Committee Composition and Selection

1. The committee shall be comprised of five members as follows:

   Three teachers
   One principal
   One other district employee

2. The three teacher members shall be appointed by the CCEA President. The principal member shall be selected by the principals employed by the district. The other employee member shall be appointed by the Superintendent.
3. In the event of a vacancy, the committee member shall be replaced in accordance with C-2 above and shall complete the term of the vacant slot.

D. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

E. Quorum

The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful then decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members. The committee shall not be empowered to perform its business unless a minimum of three of its members are in attendance at any meeting which has been scheduled in accordance with provision G herein. Such quorum shall include at least one member of the bargaining unit and one member who is not in the bargaining unit.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning, and legal requirements of LPDC's.

2. If the training is available during work hours, the committee members shall be given paid release time to attend. If the training is not available

during regular workday or work year, members shall be paid at their per diem rate for each hour involved.

3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Expenses shall be submitted on the LPDC form (Appendix B).

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. It is the intent of the parties that the LPDC meet quarterly during the workday but it is recognized that exceptions may arise. The Board shall provide substitutes on days the LPDC is meeting during the workday.

   In the event of meetings in addition to the quarterly scheduled meetings, the LPDC shall take the school calendar into consideration and shall give the Superintendent as much advance notice as possible.

2. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

3. Committee members shall be paid at their per diem rate for committee work performed outside the regular workday or work year.

4. All compensation shall be drawn from the district's receipt of monies provided by the state and earmarked for Local Professional Development Committees. Upon receipt of such monies the district shall notify the committee chairperson of the amount and the guidelines for expenditures of such monies.

H. Appeals Process

1. Step One

   A written appeal form shall be submitted to the LPDC chairperson within twenty (20) workdays of denial. A person may attend the next scheduled LPDC meeting to explain the written appeal. All appeals will be reviewed at the next scheduled LPDC meeting. Written notification of the appeal decision shall be provided within five (5) workdays or thirty (30) calendar days, whichever comes first.

2. Step Two

If the appeal is denied, the applicant may request a binding decision rendered by a three (3) person panel chosen as follows: one (1) person selected by the applicant, one (1) person chosen by the LPDC committee, and a third person mutually agreed upon by the applicant and the LPDC. Members of this panel must hold a current Ohio Department of Education Certificate or License.

310 MENTORING

District mentoring shall be done on a voluntary basis and shall be remedial, supportive, and formative in nature. The relationship between the mentor and employee being mentored is confidential in nature and shall be maintained by all district personnel. The following interests will be incorporated into the district's program:

A. Mentor shall receive required training.

B. Maintaining quality teachers

C. Fairness

D. Consistency

E. Confidentiality

F. Guaranteeing new teachers reach the same high quality of existing staff through the mentorship program.

G. The program is remedial, supportive, and formative in nature, not punitive.

H. The mentorship-derived evaluations are not to supplant or be incorporated into district personnel evaluations.

I. The program should promote and advance the educational process.

J. Appropriate time and resources should be provided for both the mentor and the new employee being mentored.

K. Staff time should be utilized in a cost-efficient manner.

L. The mentor and employee being mentored should utilize a shared time frame (both during and after school hours) as appropriate.

M. A log of hours will be kept by mentor and turned into lead mentor. Salary to be paid in last pay of June of that school year.

N. Mentors shall be limited to one (1) entry year teacher per school year.

The program should remain in compliance with Department of Education guidelines.

311 RE-EMPLOYMENT AS A TEACHER AFTER RETIREMENT

The District may, on occasion, rehire a teacher who is receiving STRS service retirement benefits. The following parameters will be followed, and shall supersede state statute(s):

A. Any teacher who elects to retire must do so without regard for re-employment.

B. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting, TB testing, and Medicare deduction.

C. For the purpose of transfer or a reduction in force, the retired teacher's seniority will be based upon the most recent hire date and qualifications may or may not be considered.

D. A teacher retired under STRS who is re-employed is not entitled to a second severance payment.

E. An employed retiree will be deemed ineligible for any Colonel Crawford insurance plan coverage, including health, dental, vision, and life insurance, and denied any additional compensation to offset their healthcare costs. If STRS rules and/or state statute deny STRS-sponsored insurance coverage to a re-hired retiree, then the retiree shall be eligible to participate in the District's insurance programs.

F. A re-employed retired teacher under STRS will be placed on one-year limited contract(s) for the duration of employment and are not eligible for continuing contract status. Such teachers need not be evaluated and shall not be entitled to the procedures set forth in R.C. 3319.11(g). The one-year limited contract expires automatically at the end of its term.

G. A teacher who retires with thirty (30) or more years of teaching service within the State of Ohio will be compensated at BA Step 10.

H. A teacher who retires with less than ten (10) years of teaching service within the State of Ohio will be placed on the retiree's actual experience step in the BA column.

ARTICLE 400 – LEAVES

401 SICK LEAVE

A Sick Leave Definition (Section 3319.141 ORC)

1. Members of the bargaining unit may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, and to illness, injury, or death in the member's immediate family. A member who is pregnant or whose spouse is pregnant or adopts a child of preschool age shall be entitled to the use of up to thirty (30) workdays of accumulated sick leave (or more if the member or child is under a physician's care, and documentation of such is provided) for maternity, paternity, or adoption.

   Immediate Family – illness, injury or death: The member's spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.

2. The Board shall require a member of the bargaining unit to furnish a written, signed statement on forms prescribed by the Colonel Crawford Board to justify the use of sick leave. Such form shall be in accordance with this provision and ORC 3319.141.

B. Cumulative Sick Leave

Pursuant to law, all members of the bargaining unit shall accrue sick leave at the rate of one and one-quarter (1 ¼) days per month of service. Such sick leave is to accumulate to a maximum 326 days. No member shall receive credit for more than fifteen (15) days of sick leave in any one year. Members shall be notified by the treasurer of the Board of the total accumulated days of sick leave at the end of each school year.

C. Advance of Sick Leave Days

New members of the bargaining unit and present members who have exhausted their accumulated sick leave shall be credited, as needed, with additional sick leave days annually. These members shall be credited with an additional twelve (12) days. Such credited leave days will be deducted from the final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the Board-provided insurance premiums of any member who has exhausted his/her sick leave accumulation and any additional advance of days as

specified in the contract and who remains on an active contract status with the Board.

D. Administration of Use of Sick Leave

Except as is required otherwise by this provision, sick leave benefits shall be administered in accordance with ORC 3319.141 and ORC 3319.10. See Section 411 for sick leave bank provisions.

402 PERSONAL LEAVE DAYS

A. Entitlement

All certified school employees shall be permitted without loss of pay three (3) personal leave days per year for reasons stated. Substitutes will be hired and paid by the Board. Absences for one-half day personal leave are allowed. Within the student day elementary teachers may use 45 minutes without charge to personal leave. Within the student day junior high and high school teachers may use one class period without charge to personal leave. Teachers using such leave are responsible for providing their own classroom coverage and shall give the building administrator as much notice as possible. Instructional time beyond these limits shall be charged as one-quarter personal day. Teachers may use up to four (4) one-quarter days per school year. Should teachers use more than one-quarter day, it shall be charged in full or half-day increments.

B. Usage Restrictions

Personal leave shall not be granted on any school day immediately preceding or following a vacation or holiday unless special waiver is granted by the superintendent of schools.

C. Cumulation/Usage

Personal leave shall be cumulative to a total of three (3) days in any one year. Personal leave usage shall not exceed a total of three (3) days in any given year. Any employee who does not use his/her personal leave days will be paid at the current substitute rate for any unused days up to a maximum of three (3) days. Payment for unused personal days will occur in the first pay in July. There will be a one-time carryover of one (1) day permitted for the 2008-09 school year.

D. Form

Members requesting personal leave days shall submit the appropriate form (see Appendix C herein) at least three (3) days prior to the requested leave. This requirement may be waived in emergencies. This form shall incorporate reasons for personal leave usage as is listed in Section E hereunder. Employees will be

required to place a check (√) next to the appropriate reason, sign, and date the form.

E. Reasons for Personal Leave

1. For important religious responsibilities which cannot normally be conducted outside the regular school day.

2. For weddings where the person is involved in the actual ceremony.

3. For personal business which must be conducted during a regular school day.

4. For emergencies and unusual circumstances that are impossible to foresee or predict. These will be evaluated on their merit by the superintendent of schools.

403 PROFESSIONAL LEAVE

A. Entitlement

All certified personnel represented by the unit (CCEA) are permitted (without loss of pay) to attend professional meetings, workshops, or visitation to other schools each year. Application shall be made with the principal concerned with final approval by the Superintendent. Visitation to other schools should not take place the first or last six weeks of the school year nor for any school day immediately preceding or following a vacation or holiday. Principals will hire a substitute and the Board will pay regular substitute wages.

B. Mileage, Meals, Lodging

Mileage will be paid at the current IRS rate established by January of the previous fiscal year. Maximum rates will be reimbursed upon presentation of receipts at the following rate: Overnight lodging will be reimbursed at $100.00 per night for single occupancy, $60.00 per night for double occupancy. A meal allowance of up to $30.00 per day per person will be paid by the Board. Receipts are required for lodging and meal allowances.

C. Reports

A report of the day's meeting or visitation shall be made in writing upon request by the building principal. Any recommendations should be sent to the Superintendent for further action.

404 ASSAULT LEAVE

A. Entitlement

Pursuant to and in accordance with Section 3319.143 of the ORC, assault leave shall be granted to a member of the CCEA bargaining unit who is absent from his/her assigned duties because of physical injury resulting from an assault within the scope of the teacher's employment. Said member shall be granted assault leave and shall be maintained on full pay status during such absence.

B. Usage

A member of the CCEA bargaining unit shall be granted assault leave according to the following rules:

1. The incident, resulting in the physical disability of the staff member, must have occurred while performing his/her duties while employed by the Colonel Crawford Local Board of Education.

2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all the facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.

3. Charges of said member may be filed against the person(s) committing the assault or charges by said member shall be filed at the discretion of the Board.

4. The teacher will be granted five (5) days of assault leave prior to the use of sick leave.

5. If sick leave is expended, said member shall be granted assault leave for up to a maximum of 30 additional days.

405 LEAVE OF ABSENCE

A. Entitlement

1. Illness or Disability

A member of the bargaining unit shall be granted a leave of absence without pay for illness or other disability. At the option of the member, such leave shall be for (a) the balance of the school year or (b) the balance of the school year and the next ensuing school year. Upon written request,

the Board shall grant an extension of such leave for one additional school year.

2. Other Purposes

A member of the bargaining unit may be granted a leave of absence without pay for educational, professional, or other purposes. At the discretion of the member, such leave shall be for (a) the balance of the school year or (b) the balance of the school year and the next ensuing school year. Upon written request, the Board may grant an extension of such leave for one additional school year.

Such leaves as is provided in this subsection shall be granted in accordance with the section and Section 3319.13 of the Revised Code.

B. Application

A written application must be made to the Superintendent or his/her designee on the negotiated form at least forty-five (45) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency. The application shall indicate the date of intended expiration of such leave.

C. Benefit Continuation

Members who take leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the treasurer prior to the due date.

D. Employee Rights

At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon return to service, the member shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

E. Sick Leave

No member of the bargaining unit shall acquire sick leave during an unpaid leave of absence.

F. Notice of Intent

Upon receipt of a request addressed to the bargaining unit member's address of record, each member of the bargaining unit on an unpaid leave of absence shall notify the Superintendent in writing on or before April 1 of the year such leave expires of his/her intent not to return to active duty status.

G. Actual Service

To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part D above actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

406 COURT LEAVE

An employee who is summoned for jury duty or subpoenaed for a court appearance shall be granted leave without loss of pay for the specific day(s) summoned/subpoenaed.

High school and intermediate school employees who are summoned but not chosen to serve on jury duty and who are dismissed by 11:00 a.m. will return to work within a reasonable time after dismissal.

Elementary school employees who are summoned but not chosen to serve on jury duty and who are dismissed by noon will return to work within a reasonable time after dismissal.

An official participant in the court proceeding (member of the jury, plaintiff, defendant or a person subpoenaed to testify) may, but is not required to, return to work.

The Board of Education will pay a full-time employee including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received by him for serving as a juror and/or witness fees.

407 MATERNITY/PATERNITY/ADOPTION LEAVE

A. Leave Privileges

A member who is pregnant or whose spouse is pregnant or adopts a child of preschool age shall be entitled to the use of up to forty-five (45) workdays of accumulated sick leave (additional days may be used as needed if the member or child is under a physician's care, and document of such is provided) for maternity,

paternity, or adoption. The days may not be used in two separate school years. Following the use of such paid leave, and upon request, the employee may be granted a leave of absence without pay for maternity, paternity, or adoption reasons (following the exhaustion of sick leave). At the discretion of the member, such leave shall be for (a) the balance of the school year (b) the balance of the school year and the next ensuing school year. Upon written request, the Board may grant an extension of such leave for one additional school year.

B. Time Period for Filing Application

A written application must be made to the Superintendent or his/her designee on the negotiated form at least forty-five (45) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency. The application shall indicate the date of intended expiration of such leave.

C. Benefits While on Leave

Members who take leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the treasurer prior to the due date.

D. Reinstatement

At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon return to service, the member shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

E. Sick Leave Restriction

No member of the bargaining unit shall acquire sick leave during an unpaid leave of absence.

F. Notice of Intent

Upon receipt of a request addressed to the bargaining unit member's address of record, each member of the bargaining unit on an unpaid leave of absence shall notify the Superintendent in writing on or before June 1 of the year such leave expires of his/her intent not to return to active duty status.

G. Actual Service

To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part D above, actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

408 SABBATICAL LEAVE

Members may apply to the Board, through the Superintendent, for a leave of absence for professional improvement. Such leave may be granted at the discretion of the Board and if granted, under the following conditions:

A. Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service is required prior to application.

B. No more than five percent (5%) of the bargaining unit may be granted sabbatical leave simultaneously.

C. No leave will be granted to an individual for a second time if other members have filed a request for sabbatical leave.

D. Sabbatical leave shall be for one or two semesters only.

E. A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.

F. If part pay is authorized by the Board, the maximum part-time salary shall be the difference, if any, between the member's regular salary and the salary of the replacement teacher.

G. To be eligible for part payment of salary, the member must return to the employment of the Board for at least one (1) year, unless the member has twenty-five (25) years of teaching credit.

H. An early termination of this leave, if requested in writing by the member, may be granted effective at the start of the next following semester.

I. At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon return to service, the

member(s) shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

J. To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part I above, actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

409 MILITARY LEAVE

A. Any member who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.

B. Requests for military leave shall be submitted to the superintendent of schools in writing accompanied by official orders for induction.

C. Upon release from active service with a discharge other than dishonorable, a member shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge.

D. Upon such application the member shall be reemployed at the first of the next school semester if the application is made not less than thirty (30) days prior to the beginning of the school semester.

E. All years of active military service in the Armed Forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as a full year and need not be within a calendar year.

F. The rights under this provision will terminate upon any voluntary extension of such military service.

G. The Board, in accordance with Ohio Revised Code 3319.14, may suspend the contract of the member whose services become unnecessary by reason of the return of a member from service in the Armed Forces or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code and Section 304 of this contract.

H. All members who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the member's full salary and compensation received for military duty.

410 FAMILY AND MEDICAL LEAVE

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

B. Leave Provisions

1. Each employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year for a serious health condition of the employee or to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

3. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.

4. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family Leave, using Appendix E.

5. When a certified medical necessity, leave may be taken intermittently.

6. Eligible employees are those who have worked at least 1,250 hours for the employer during the previous twelve-month period.

C. Protection of Employment

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.

2. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

E. Year

For purposes of family leave benefits, year shall be defined as July 1 through June 30.

411 SICK LEAVE BANK

Effective with the 2002-2003 school year, a sick leave bank shall be established.

A. Purpose

The purpose of the sick leave bank is to provide paid days for catastrophic or long-term personal or family illness to contributors to the bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

Use of days from the sick leave bank will be limited to catastrophic or long-term illness of the bargaining unit member, spouse, or the bargaining unit member's children or parents, or other persons who have assumed similar positions, regardless of residence. To apply for use of the sick leave bank, a letter shall be submitted to the Superintendent with medical authorization.

B. Establishment

If you have already donated at least once under the previous contract then you are automatically in the sick leave bank. In the event the Sick Leave Bank falls below 40 days, then you will be required to donate a sick or personal day to stay in the bank. New hires may join in the year they are hired by donating a personal day by October 1st and other teachers that are not in the bank may donate either a sick or personal day at the beginning of each year to join.

C. Length of Membership

Membership in the sick leave bank shall be until the cap falls below the 40 days.

D. The Sick Leave Bank Committee (SLBC) shall be composed as follows:

1. The Superintendent shall select three (3) members to serve on the Committee.

2. Three (3) members appointed by the CCEA President shall serve on the Committee.

3. This Committee shall be empowered to adopt rules and regulations and to make decisions required to administer the sick leave bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This Committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SLBC).

4. The SLBC shall review and approve or deny all applications to the sick leave bank. The SLBC shall also determine the necessity for additional contributions to the bank during the enrollment period and shall notify bank members of the need for said contributions.

5. The SLBC shall be responsible for reporting data concerning the sick leave bank to the Treasurer.

6. Decisions of the SLBC are final and non-grievable.

E. General Provisions

1. An application for an allotment from the sick leave bank will be accepted only from those individuals who have contributed to the bank.

2. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

3. A maximum of five (5) days may be applied for/granted in the scope of a routine pregnancy and delivery. All accumulated and advanced sick leave must be exhausted prior to any application for this purpose.

5. Days allotted from the sick leave bank will be paid at 100% of the member's daily rate of pay.

4. The maximum number of days that a member may use is 20 days. A member who uses days from the sick leave bank in one school year is

required to donate a personal day to the bank the following year or the member will be prohibited from receiving additional days from the bank.

6. If the total number of available days in the sick leave bank falls below the established minimum**,** the SLBC may require the sick leave bank enrollees to donate up to one (1) additional day of their accumulated sick days to the sick leave bank during the next enrollment period.

   If a member chooses not to donate, they will not be eligible to use the bank until the next school year.

7. Members are eligible to borrow from the sick leave bank prior to the utilization of Article 4, Section 401C.

8. The SLBC is authorized to suspend the donation of days when the sick leave bank accumulation is excessive.

9. All days accumulated and not used by members shall be cumulative from year to year.

ARTICLE 500 – CONTRACTS

501 <u>SEQUENCE OF CONTRACT ISSUANCE</u>

A. <u>Limited Contract</u>

1. This statement on sequence of limited contracts is made to inform the teaching staff of the progression of limited contracts in this district shall be:

   a. One year, upon initial employment;
   b. One year, upon reemployment for second contract;
   c. Two years, upon reemployment, for third contract;
   d. Three years, upon reemployment for the fourth contract;
   e. Four years, upon reemployment for the fifth contract;
   f. Five years, upon reemployment, for succeeding contracts.

2. Any teacher on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s) in accordance with the negotiated evaluation procedure.

3. Any teacher on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract.

B. Continuing Contract

1. This statement on continuing contracts is made to inform the teaching staff of the procedure for awarding continuing contracts in this district. Continuing contracts shall be administered in accordance with the ORC 7.61.

   a. If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, normal statutory options and procedures will be followed.

   b. If a teacher becomes eligible for a continuing contract in a year previous to the final year of a multi-year limited contract, the teacher must submit a written request to be considered for early contract change to the Superintendent. Such request must be accompanied by a valid professional certificate/license or verification provided by the State Department of Education. Such continuing contract shall be granted and will be effective for the following school year unless sufficient reasons have been identified through the evaluation procedure.

502 NOTIFICATION AS TO CONTRACT TERMS

Notification as to contract terms for the next year shall be mailed or hand carried to the teachers so that they receive the same by April 30. Unless otherwise notified, teachers employed for service at Colonel Crawford Local School and possessing a certificate/license better than a temporary grade, at the expiration of the contract, shall rightfully consider themselves reemployed at the same salary plus any increments due him under the salary schedule. If a teacher is not to be reemployed, the Board must give written notice of its intention not to renew the contract on or before April 30. This applies to supplemental contracts as well. A teacher is presumed to have accepted employment at Colonel Crawford School for succeeding year unless he or she notified the Board in writing to the contrary on or before July 1. (See Section 3319.12 Revised Code)

503 INDIVIDUAL CONTRACTS, REGULAR

A. Written Contracts

All teachers employed to perform regular duties by the Board shall receive written contracts. The regular individual contract shall include:

Name of teacher;

Name of the school district and board of education;

Type of contract, i.e., limited or continuing. A limited contract will include the length of the contract;

Annual regular salary to be paid and the basis used to determine the amount;

1. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract; and

2. Such information shall apply for each limited contract.

Signature of the Board president, Board treasurer, and teacher.

B. Notice of Assignment Change

In addition to the regular contract, the teachers under contract shall be notified no later than August 1 of a tentative change in assignment by the Superintendent.

C. Salary Notices

Salary notices shall be given to teachers under continuing contract no later than June 30 by the treasurer.

504 INDIVIDUAL CONTRACTS, SUPPLEMENTAL

A. Written Supplementals

All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts, in addition to their regular contracts. The supplemental contract shall include the following:

Name of teacher;

Name of school district and board of education;

Duration of contract and time period in which supplemental duty is to be performed;

Title of the supplemental duty;

The amount of pay, basis of pay, and pay periods;

Signature of the Board treasurer and the teacher.

B. Job Description

In addition to the contract, the individual shall receive a copy of the job description for that position.

C. Written Offers

The Board shall give written notice to each teacher of a supplemental contract offer.

D. Priority

The Board shall give priority consideration to a currently employed teacher and show cause if personnel are hired outside.

505 ASSIGNMENT, REASSIGNMENT, VACANCY AND TRANSFER

A. Definitions

For the purpose of this section:

1. "assignment" shall mean the subject area, department, elementary grade level and building to which a member of the bargaining unit is assigned;

2. "reassignment" shall mean a change within the department, or within an elementary grade level in a building from that which a member of the bargaining unit had been previously assigned;

3. "transfer" shall mean a change in the subject area, department, elementary grade level and/or building from that which a member of the bargaining unit had been previously assigned;

4. "elementary grade level" shall mean primary (grades K-3), elementary (grades 4-5), or intermediate (grades 6-8).

B. Assignment/Reassignment

All members shall receive, in writing prior to June 15 of each year, their assignment or reassignment for the ensuing school year.

Any member who is reassigned shall be granted, upon request, a conference with the Superintendent at which time reasons shall be given as to why this reassignment is being made. Reassignments are subject to the provisions of part 505-D-2 (Involuntary Transfer) of this section.

C. Vacancies

1. All position openings, whether the opening implies a promotion, is newly created, or an extra duty position, shall be posted conspicuously on the bulletin board in each office near the member mailboxes in the building during the school year. Said posting shall occur within fifteen (15) days of the opening provided, however, any openings that occur during the student school year may be filled temporarily for the remainder of that school year without posting, but must be posted no more than fifteen (15) days after the last day of the school year. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the lobby near the administrative offices and shall be mailed to each qualified member, who has requested such position pursuant to part 505-D-1 (Voluntary Transfer), and to the president of the Association.

2. Such notices shall clearly set forth the required certification/licensure for the position, a description of the duties to be performed, additional qualification, if any, salary, and procedures for application.

3. Except as otherwise provided, no vacancy shall be filled until after ten (10) school days [two (2) full weeks when school is not in session] of the date of posting the notice.

4. A candidate hired to fill a position must possess the posted requirements for the position. Any member having the required minimum qualifications may apply for the posted position and shall be granted an interview. The most qualified candidate shall be granted the position. When in the discretion of the Superintendent two (2) or more current bargaining unit members are equally qualified the most senior member shall be granted the position.

5. Member candidates shall not be denied a position arbitrarily or capriciously.

D. Transfer Procedure

1. Voluntary Transfer – Members may request a change of assignment in accordance with the following procedures:

   a. A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.

   b. Transfers will be considered if an opening exists or becomes available and is posted pursuant to Section 505.3 above. A

member who has a transfer request on file shall be considered as having applied for said position.

2. Involuntary Transfer – Where practical, involuntary transfers shall be minimized by utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, notification thereof shall be given to the involved member(s) fifteen (15) business days preceding the effective date of said involuntary transfer. No member shall be arbitrarily or capriciously transferred.

   Members being involuntarily transferred shall be assigned only to a position for which they are fully and properly certified/licensed. In discussing an involuntary transfer, there shall be a meeting [within five (5) days of a written request] of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may request representation of his/her choosing for the meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

506 LENGTH OF SCHOOL DAY AND YEAR

A. School Year

The contract year shall be one hundred eighty-four (184) days; one hundred eighty (180) days with pupils in attendance and four (4) days for professional purposes.

B. School Day

The length of the regular duty day for members of the bargaining unit shall be seven and one-half (7 ½) hours except as hereinafter provided. Faculty meetings may extend before or after the duty day not to exceed one (1) hour per month except that emergency meetings may be called.

1. Members are required to attend the annual open house in their assigned building(s). Attendance at other meetings important to the mission of education such as academic nights, graduation, chaperone, PTO, booster organizations, and fine arts event is encouraged.

2. Curriculum committee work shall not be required of bargaining unit members.

4. Members may be required to attend scheduled parent/teacher conferences.

507 CLASS SIZE/MEMBER WORK LOAD

A. Standard

Class size and work load of members of the bargaining unit shall be as prescribed by the Minimum Standards as promulgated by the Ohio Department of Education except as limited below.

B. Grades K-6

For classes in grades K-3, the class size shall be limited to twenty-four (24) students per class; for classes in grades 4-6 (excepting specials such as physical education, band, choir), the class size limit shall be limited to twenty-six (26) students per class. In sixth grade, the calculation of number of students will based upon the teacher's FTE. (FTE means total number of students in a teacher's classes divided by the number of classes taught.)

C. Overages

If a class is larger than the limits established in Section B above but does not exceed thirty-three (33) students, one of the following options shall be implemented at the discretion of the Superintendent or his/her designee:

(1) Removal of all non-teaching duties (i.e., recess duty or lunchroom duty);

(2) Daily assistance of thirty (30) minutes per excess student per day from an educational aide;

(3) Payment of a stipend at the following rate:

1-3 students -- $500.00 per student
4-7 students -- $750.00 per student

D. Division of Classes

If on September 15 of any school year the student enrollment of any class grades K-6 exceeds thirty-three (33) students, the Superintendent shall cause such class to be divided into two or more classes within ten (10) school days.

508 MEMBER SUBSTITUTION

Except in cases of urgent necessity, no member of the bargaining unit shall be required to forfeit his/her conference or planning time to assume the duties of another member.

ARTICLE 600 – SALARY AND BENEFITS

601 <u>SALARY SCHEDULE AND INDEX</u>

A. 1. Effective July 1, 2013, the base salary (BS-0 step) shall be $28,704.00.

2. Steps remain in place.

3. Bargaining unit employees not getting a step will receive a one-time payment of five hundred dollars ($500.00), to be included in the first pay of September, 2013.

4. Column movement is not affected.

5. Teacher Salary Schedule – page 53.

B. 1. All bargaining unit employees shall utilize direct deposit.

2. All bargaining unit employees shall utilize direct deposit.

C. TEACHER SALARY SCHEDULE – Effective July 1, 2013

	BS DEG	BS+15	150 HRS	MA	MA+30	MA+40
Step 0	28,704	29,278	29,852	30,713	31,574	33,010
	1.0000	1.0200	1.0400	1.0700	1.1000	1.1500
Step 1	29,852	30,426	31,000	32,148	33,153	34,158
	1.0400	1.0600	1.0800	1.1200	1.1550	1.1900
Step 2	31,000	31,574	32,148	33,584	34,732	35,880
	1.0800	1.1000	1.1200	1.1700	1.2100	1.2500
Step 3	32,148	32,723	33,297	35,019	36,311	37,602
	1.1200	1.1400	1.1600	1.2200	1.2650	1.3100
Step 4	33,584	34,158	34,732	36,741	38,176	39,612
	1.1700	1.1900	1.2100	1.2800	1.3300	1.3800
Step 5	35,019	35,593	36,167	38,463	40,042	41,621
	1.2200	1.2400	1.2600	1.3400	1.3950	1.4500
Step 6	36,454	37,028	37,602	40,186	41,908	43,630
	1.2700	1.2900	1.3100	1.4000	1.4600	1.5200
Step 7	37,889	38,463	39,037	41,908	43,774	45,639
	1.3200	1.3400	1.3600	1.4600	1.5250	1.5900
Step 8	39,324	39,899	40,473	43,630	45,639	47,649
	1.3700	1.3900	1.4100	1.5200	1.5900	1.6600
Step 9	40,760	41,334	41,908	45,352	47,505	49,658
	1.4200	1.4400	1.4600	1.5800	1.6550	1.7300
Step 10	42,195	42,769	43,343	47,075	49,371	51,667
	1.4700	1.4900	1.5100	1.6400	1.7200	1.8000
Step 11	43,630	44,204	44,778	48,797	51,237	53,676
	1.5200	1.5400	1.5600	1.7000	1.7850	1.8700
Step 12	45,065	45,639	46,213	50,519	53,102	55,686
	1.5700	1.5900	1.6100	1.7600	1.8500	1.9400
Step 13	46,500	47,075	47,649	52,241	54,968	57,695
	1.6200	1.6400	1.6600	1.8200	1.9150	2.0100
Step 17	47,936	48,510	49,084	53,964	56,834	59,704
	1.6700	1.6900	1.7100	1.8800	1.9800	2.0800
Step 20	49,371	49,945	50,519	55,686	58,700	61,714
	1.7200	1.7400	1.7600	1.9400	2.0450	2.1500
Step 25	50,806	51,380	51,954	57,408	60,565	63,723
	1.7700	1.7900	1.8100	2.0000	2.1100	2.2200

602 EXTRA CURRICULAR PAY SCHEDULE

Extra Curricular Pay Schedule shall be based on the BS Step 0 base salary.

Level	Position	Step 1	Step 2	Step 3	Step 4
A	Head Football Head Boys' Basketball Head Girls' Basketball	19.00	20.00	21.00	22.00
B	Head Baseball Head Softball Head Boys' Track Head Girls' Track Head Volleyball Head Swimming (Boys', Girls')	14.00	15.00	16.00	17.00
C	Head Cross Country (Boys, Girls) Head Golf Assistant Football (5) Assistant Boys' Basketball (2) Assistant Girls' Basketball (2) Marching Band	12.00	13.00	14.00	15.00
D	Assistant Baseball (1) Assistant Softball (1) Assistant Boys' Track (1) Assistant Girls' Track (1) Assistant Volleyball (1) Freshman Basketball Assistant Swimming (1) Freshman Baseball (1) Freshman Softball (1) Faculty Manager Academic Coordinator	10.00	11.00	12.00	13.00
E	8th Grade Football 7th Grade Football (1) Assistant Activities Supervisor Groundskeeper	8.50	9.00	9.50	10.00

Level	Position	Step 1	Step 2	Step 3	Step 4
F	Vocal Music	8.00	8.50	9.00	9.50
	LPDC				
	Yearbook				
	8th Grade Football (1)				
	7th Grade Football (1)				
	8th Grade Boys' Basketball (1)				
	7th Grade Boys' Basketball (1)				
	8th Grade Girls' Basketball (1)				
	7th Grade Girls' Basketball (1)				
	Weight Room Coordinator				
	Junior High Cross Country (1)				
G	Junior High Track (4)	6.00	7.00	8.00	9.00
	Junior High Swimming				
	Varsity/JV Football Cheerleader				
	Varsity/JV Basketball Cheerleader				
	Jazz Band				
	8th Grade Volleyball (1)				
	7th Grade Volleyball (1)				
	Mentoring				
H	Freshman Basketball Cheerleader	5.00	5.50	6.00	6.50
	Junior High Basketball Cheerleader				
	Flag Corp				
	Majorettes				
	Prom Advisor				
	Student Council – High School				
	District Newsletter				
	Audio Visual				
	Dramatics				
	Department Heads (including but not limited to):				
	Mathematics				
	Science				
	Language Arts				
	Social Studies				
	Fine Arts				
	Primary and Elementary Level Leaders				
I	Freshman Football Cheerleader	4.00	4.50	5.00	5.50
	Junior High Football Cheerleader				
	Pep Band				
	National Honor Society				

Level	Position	Step 1	Step 2	Step 3	Step 4
J	Bowling	3.00	3.50	4.00	4.50
	School Newspaper – High School & Junior High				
	Flag Football				
	Ski Club				
	Junior High Yearbook				
	Student Council – Junior High				
	Junior High Musical				
	Elementary Basketball (Boys', Girls')				

Extra Curricular Miscellaneous

A. Longevity

Following six (6) years in the same activity – plus 1% of BS-0 base.

Ten (10) plus years in the same activity – an additional 1% of BS-0 base for a maximum of 2% of BS-0 base.

B. Plus Level – 3% of BS-0 base (determined by Superintendent, principal, and athletic director for an extra duty performance).

C. Movement

Coaching move in a sport from a lower level up – go to Step 1, but in no event will the supplemental be less than the previous position.

To move in a sport from a higher level down – stay on same step as usual.

D. Additional Supplements

When a new program/responsibility/position is added, a supplemental limited contract will be executed. The Board shall offer to the Association the opportunity to negotiate the compensation of such positions.

E. Job Descriptions

Prior to the issuance of the supplemental contract, job descriptions for all supplemental positions shall be attached to the supplemental contract. Upon such agreement, the job description shall become a part of the supplemental contract.

F. Filling Supplementals

For all supplemental positions, teachers must first be considered and interviewed if interested and then the board may hire from outside the district.

G. Payment

Compensation as is required by the Supplemental Limited Contract for extracurricular responsibility shall be paid to the member of the bargaining unit no later than the first payday following the conclusion of the extra responsibility.

1. For every game that a team participates in past the first OHSAA-sponsored tournament game, the head coach plus an assistant and the band director will be compensated on a per diem basis for each day worked beyond that first game. In the case of football, this would go into effect

after the last regular season game. The per diem rate is determined by the amount of the stipend divided by the total number of days in coaching. The total number of days in coaching will be calculated by totaling the calendar days from the OHSAA published first day for coaching, to the date of the first OHSAA-sponsored tournament contest.

603 SALARY PAYMENTS AND PAYROLL DEDUCTIONS

2013-2014 Contract Year			
No of pay in Cal	Pay Date	Pay Period Beg	Pay Period End
1	9/13/2013	8/25/2013	9/7/2013
2	9/27/2013	9/8/2013	9/21/2013
3	10/11/2013	9/22/2013	10/5/2013
4	10/25/2013	10/6/2013	10/19/2013
5	11/8/2013	10/20/2013	11/2/2013
6	11/22/2013	11/3/2013	11/16/2013
7	12/6/2013	11/17/2013	11/30/2013
8	12/20/2013	12/1/2013	12/14/2013
9	1/3/2014	12/15/2013	12/28/2013
10	1/17/2014	12/29/2013	1/11/2014
11	1/31/2014	1/12/2014	1/25/2014
12	2/14/2014	1/26/2014	2/8/2014
13	2/28/2014	2/9/2014	2/22/2014
14	3/14/2014	2/23/2014	3/8/2014
15	3/28/2014	3/9/2014	3/22/2014
16	4/11/2014	3/23/2014	4/5/2014
17	4/25/2014	4/6/2014	4/19/2014
18	5/9/2014	4/20/2014	5/3/2014
19	5/23/2014	5/4/2014	5/17/2014
20	6/6/2014	5/18/2014	5/31/2014
21	6/20/2014	6/1/2014	6/14/2014
22	7/4/2014	6/15/2014	6/28/2014
23	7/18/2014	6/29/2014	7/12/2014
24	8/1/2014	7/13/2014	7/26/2014
25	8/15/2014	7/27/2014	8/9/2014
26	8/29/2014	8/10/2014	8/23/2014

604 INSURANCE BENEFITS

A. Dental Insurance

The Board shall purchase through the Oasis Trust or a carrier licensed by the State of Ohio dental insurance coverage which meets or exceeds the specifications below for each member, now or hereinafter employed, and his or her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Board. The effective date of coverage shall be July 1, 1988.

Specifications:

Maximum Benefits Per person

Class I, II, III ……	$1,500.00 Per Person – Annual Maximum
IV…….	$1,500.00 Per Person – Lifetime Maximum

Deductible – Individual ……	$25.00 Per Calendar Year (on Classes II and III)
Family…….	$50.00 Per Calendar Year

Benefits Paid:

Class I – Preventive & Diagnostic…… No Deductible; 100% of Reasonable and Customary Charges.

Routine Oral Exams – one every six (6) months
Teeth Cleaning – one every six (6) months
Fluoride Treatments – once every twelve (12) months
Emergency Pain Treatments
Space Maintainers
Diagnostic X-Rays
Tests and Lab Exams

Class II – Basic Restorative…….. 80% of the Reasonable and Customary Charges.

Fillings – Amalgams, Silicate, Acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework & Dentures
Extractions and Oral Surgery
General Anesthesia – only if medically necessary

Class III – Major Restorative…… 70% of the 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 $1,500.00 Per Person.

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance

Appliances to Control Harmful Habits
Retention Appliances – not in connection with full banded treatment.

B. Life Insurance

The Board shall provide each member of the bargaining unit with a base of $5,000.00 term life insurance policy. The amount of the base term life insurance policy shall be increased by $1,000.00 for each member for each year of teaching experience with the Colonel Crawford School District. The policy shall include accidental and dismemberment benefits to the amount of each policy.

The insurance shall be underwritten by a company licensed to underwrite life insurance in the State of Ohio and the policy shall be issued in the name of the employee.

C. Hospital/Surgical/Major Medical Insurance

The Colonel Crawford Local Schools will offer any insurance plan to its employees that have been adopted and offered by the Wyandot-Crawford Consortium. The shared premiums will remain at the current levels. This will take effect during the October 2013 enrollment period.

a. Changes can only be made during the open enrollment period;
b. Requests must be submitted in September 2013 to take effect in October 2013.

If the employees choose to see a doctor out of network, the coinsurance would be 70/30 instead of the normal 90/10.

Any eligible employee who wishes to waive medical, dental, and vision insurance for the school year will receive an additional $2,000.00 per year, paid through payroll.

Eligible employees hired prior to 2007 will pay three percent (3%) of their insurance costs with the Board paying ninety-seven percent (97%) of the cost. New hires as of 2007-2008 will pay fifteen percent (15%) of their insurance costs

with the Board picking up eighty-five percent (85%) of the cost. Spouses of new hires must be covered under their own insurance plan, if one is offered at their place of employment. This will be decided on a monthly basis. Written confirmation of availability of insurance may be required of the spouses' employment.

MAJOR MEDICAL BENEFITS

Plan Name: Wyandot-Crawford Health Benefit Fund
Third Party Administrator: Medical Mutual Plus Network
PPO: Medical Mutual of Ohio
Plan Number: 501
Schedule of Benefits

Covered Comprehensive Medical Benefits are subject to the deductible and paid at the percentages listed below:

Deductible - Individual - $250.00
- Family - $500.00

Coinsurance	
Outpatient Mental Illness, Alcoholism, and Substance Abuse Treatment (Charges do not apply to the Out-of-Pocket Maximum)	80% of the Usual and Customary Charge
Well Child Care	
Preferred Providers (Office visits are subject to a $5.00 co-pay.)	100% of the Usual and Customary Charge
Non-Preferred Providers	90% of the Usual and Customary Charge
All other treatment	90% of the Usual and Customary Charge

Out-of-Pocket Maximums (Including Deductible)

Preferred Providers
- Individual - $450.00
- Family - $700.00

Non-Preferred Providers
- Individual - $500.00
- Family - $750.00

Combined for Preferred and Non-Preferred Providers
- Individual - $500.00
- Family - $750.00

Benefit	Maximum
Inpatient Hospital Charges	120 Days per Confinement
Private Room Maximum	Average Semi-Private Room Rate + $10.00
Special Care Facility	
Calendar Year Maximum	$1,000.00
Daily Allowable Maximum	$35.00
Outpatient Mental Illness, Alcoholism, and Substance Abuse Treatment	
Calendar Year Maximum	$1,200.00
Daily Allowable Maximum	$45.00

Benefit	Maximum
Routine Mammogram	
Calendar Year Maximum	$85.00
Routine Pap Smear	
Calendar Year Maximum	1 Pap Smear
Well Child Care	
Birth to age 1	$500.00
Age 1 to age 9	$150.00 per Calendar year
TMJ	
Lifetime Maximum	$1,000.00
Human Organ Transplant	
Lifetime Maximum	$1,000,000.00
Hospital Bill Self-Audit Program	50%, up to $250.00
Lifetime Plan Maximum	$1,000,000.00
Lifetime Maximum Reinstatement	$2,000.00 per Calendar Year
Mail Order Prescription Drug Program	
Co-pay per Prescription	$2.00

D. Vision Service

The Board shall purchase, through the Vision Service Plan of Ohio or a carrier licensed by the State of Ohio, vision care insurance coverage which meets or exceeds the specifications shown below and OVS Plan E for each member, now or hereinafter employed, and his or her eligible dependents.

The full cost of this coverage and any increases thereof shall be paid by the Board.

Specifications:

Covered Expenses:	Benefit Period:
Examination	One in any 12 month period
Lenses (if required)	One in any 12 month period
Frames (if required)	One in any 12 month period
Maximum Benefit	Payment in full (if a Panel Doctor is used.) Payment according to schedule (if a Non-Panel Doctor is used).
Deductible	None
Contact lenses for cosmetic purposes	$130.00
Contact lenses for medical necessity	100%

E. General Provisions

1. Copies of Benefit Contract

The Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this contract. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

2. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this contract.

3. Benefit Description for New Members

A member employed after the effective date of this contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this contract.

4. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this contract, each member shall receive a written description by the carrier, of the improved plan.

5. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

605 SUPPLEMENTAL PAY FOR COLLEGE CREDIT

A. Reimbursement

The Colonel Crawford Board of Education agrees to pay for college credit hours up to a maximum of Two Thousand Three Hundred Dollars ($2,300.00). The Board shall establish a fund earmarked for reimbursement as described herein which shall be capped at Fifty thousand Dollars ($50,000.00) per contract year.

Ten percent (10%) of each year's unused funds shall be transferred to the succeeding year's fund, until such time as the fund totals Sixty Thousand Dollars ($60,000.00). All course work taken must have prior approval of the Superintendent. Documentation of hours (an official transcript or official grade report), prior approval form and reimbursement form must be turned in to the office of the treasurer payment.

The starting day of the class will determine the fiscal year (July 1 through June 30) in which payment will be applied. Final paperwork will be due within sixty (60) days of the class ending date. Failure to timely submit paperwork will result in non-payment.

B. Course Work Areas

1. Course work for supplemental reimbursement must pertain to an area(s) of certification/licensure relevant to classroom instruction, a member's current assignment or supplemental contract, or an area of certification/licensure currently held by the member.

2. As of July 1, 1991, any member of the bargaining unit who is currently enrolled in and/or is in the process of receiving certification/licensure in an area which does not meet the guidelines stated above, shall continue to be eligible to receive the supplemental pay for college credit.

C. Out-of-Pocket Expenses

For reimbursement to be paid, the teacher must submit to the treasurer proof of actual out-of-pocket expenses.

606 SEVERANCE POLICY

A. An employee of the Colonel Crawford Local School District who elects to retire from active service after thirty (30) or more years of teaching in any public educational setting is to be paid for thirty percent (30%) of accrued but unused sick leave which shall not exceed eighty-one and one-half (81.5) days (i.e., 30% of 272 = 81.5) as of June 30, 2007

B. An employee of the Colonel Crawford Local School District who elects to retire from active service after twenty-five (25) or more years of teaching in any public educational setting is to be paid for twenty-five percent (25%) of accrued but unused sick leave which shall not exceed eighty-one and one-half (81.5) days (i.e., 25% of 326 = 81.5) as of June 30, 2007.

C. Payment of severance shall occur upon employees submitting proof of retirement compensation from STRS (i.e., photocopies of payroll check and/or stubs). Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment shall be made within sixty (60) days after verification of the first payment from either the State Teachers Retirement System or the State Employees Retirement System. Payment for sick leave on this basis shall be considered to eliminate all sick leave accumulated by the employee at the time. Such payment shall be made only one time to an employee.

607 BUDGETARY ALLOWANCES

A budgetary allowance for the use of incidental purchases shall be maintained in the Colonel Crawford Activity Fund for each elementary school and the junior high school. Monies deposited in each building activity account is primarily from the sale of pictures and the disbursement of such money will be with the cooperation of the building staff and the approval of the building principal.

608 STRS PICK-UP

The Board of Education of the Colonel Crawford Local Schools herewith agrees with the Colonel Crawford Education Association to pick-up contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions using the salary reduction method of "pick-up."

A. The amount to be picked up and paid on behalf of each employee shall be the amount specified by the STRS as the employee's contribution. This pick-up shall become effective with the employee's first pay. The employee's gross annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board for the purpose of reducing State and Federal tax withholding only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall be effective with the employee's first pay and shall apply to all compensation including supplemental earnings thereafter.

D. The negotiated salary schedule amount for each individual shall be utilized for all other calculations for the purposes of compensation such as unemployment compensation, sick leave, workmen's compensation, and severance pay.

E. If the rules of the IRS or the STRS change making the salary reduction method of pick-up illegal the parties agree to return to the former method of employee/employer contribution without penalty to the Board.

F. The Board may require each employee to complete and sign a form with regard to the IRSs maximum allowable sheltered compensation.

609 TAX-SHELTERED ANNUITIES

A. Withholding

The Colonel Crawford Local Board of Education shall enter into an agreement with any teacher who is employed by the Colonel Crawford Local Board of Education to withhold wages from the initial compensation stipulated under said employment contract and said portion withheld by the Board to be used in connection with annuity purchase arrangements.

B. Companies

The total number of annuity companies, effective September 1, 1994, shall not exceed eight (8) and new companies must be representative of at least five (5) personnel, unless the company has an in force contract with a new employee.

C. Changes

Changes in, or additions to, any annuity program must be made by September 1.

610 ENROLLMENT

The Board agrees to allow members of the bargaining unit who do not live within the boundary of the school district to enroll their child/children in the Colonel Crawford Schools with no tuition charge to such member. Transportation from outside the district shall be the responsibility of the member.

611 TAX WITHHOLDING

Each member of the bargaining unit shall have the right to change his/her indicated number of dependents for tax purposes at any time during the year.

The treasurer shall compute the amount to be withheld based upon the modified number of dependents for the next payroll period.

612 MILEAGE REIMBURSEMENT

Teachers who have assignments in more than one (1) building or by the nature of their assignment require travel during their regular day of work, shall be reimbursed at the current IRS rate established by January of the previous fiscal year. Mileage will be measured daily from the first school to the final school.

613 SECTION 125 PLAN

Effective with the commencement of this Agreement, the Board shall provide, to each member at his/her individual option, the right to have payroll deductions for any and all non-taxable categories permitted pursuant to Section 125 of the Internal Revenue Service Code.

ARTICLE 700 - RIGHTS OF THE ASSOCIATION

A. Sole and Exclusive Rights

1. The rights and privileges enumerated in this article shall not be extended to any teacher organization except the CCEA and its affiliates, the NEA, OEA, and the NCOEA.

2. The Board and administration agree not to recognize any teachers' organization other than the CCEA with regard to items of business that would be germane to the CCEAs role as the bargaining unit representative(s).

B. Notification of New Employees

Names and addresses of newly-employed bargaining unit members shall be provided to the CCEA president by August 10 (for those members hired by this time) and within a reasonable period of time for those members hired after August 10.

C. Payroll Deduction – The Board shall provide payroll deductions for membership in CCEA, NCOEA, OEA, NEA, or EPAC. Forms for these deductions shall be provided by the CCEA. The enrollment period for payroll deduction of membership dues shall be from the start of school to the Monday preceding the first paycheck. The treasurer shall be notified by the Monday before the first payday of the members desiring payroll deduction. Such notification shall be accompanied by a signed authorization from each member desiring such payroll deduction and the total amount to be deducted. The deductions shall be for 26 pay periods and shall commence with the first pay period in September. Upon request, payroll deduction privileges shall be available to bargaining unit

members hired after the first payday. Deductions shall be divided equally over the remaining payroll deduction periods.

D. School Mail

The CCEA shall be authorized to use the school courier and mailboxes for Association business.

E. Bulletin Boards

A bulletin board may be placed in each building for the exclusive use of the CCEA. Such bulletin board will be purchased by the CCEA. The bulletin board shall be located in an area readily accessible to bargaining unit members and is mutually agreeable to the building principal and the CCEA.

F. Association Business – The CCEA and/or its Association representative may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction.

G. Monthly Meetings – Monthly meetings of the Superintendent and the CCEA officers may be held to informally discuss mutually important matters.

H. Facilities – The Board will provide the CCEA with a facility to hold general membership meetings at no cost for approximately two hours once a month. Use of school property for Association meetings would be prohibited in case of a job action. Such arrangements would be at no additional cost to the Board. If an additional cost is required the CCEA will pay an amount not to exceed the actual cost provided the CCEA has been given advance notification of the necessity of such costs.

I. Announcements

The CCEA president or his/her designee shall have the right to make brief organizational announcements not to exceed five (5) minutes at general teachers' meetings and faculty meetings.

J. Information/Board Meetings

Agendas, minutes, financial statements, and other documents that are public information will be made available to the CCEA president by the treasurer of the Board. Cost will be $15.00 annually. The president of the CCEA will be notified of the time and place of all special Board meetings. Should the date, time, or place of regular meetings be changed notification of such change would also be provided.

K. Association Leave

CCEA officers and/or delegates who request leave to attend meetings of state representative assemblies, other state association meetings, or other association business shall be granted, upon the request of the CCEA president, a cumulative total of six (6) days during each school year. The Board shall not pay the expenses of CCEA members, except for providing the substitutes necessary to fill the vacancies.

701 LABOR MANAGEMENT COMMITTEE

A Labor/Management Advisory Committee consisting of the Association president and one (1) representative elected from each building, two (2) Board members appointed by the Board of Education, and three (3) administrators appointed by the Superintendent shall meet during the school year to review, discuss, and attempt to resolve matters of concern in the district. Meeting dates will be agreed to in September for the entire school year, but may be altered by mutual consent. The Association president shall send four recommended dates [two (2) per semester] to the Superintendent prior to the first meeting. All decisions reached by the LMAC will be reached by consensus. Consensus is defined as a decision to which all members of the committee can agree.

702 MANAGEMENT RIGHTS

The Board of Education is vested exclusively with rights of management as defined or expressly limited by Section 4117.08 of the Revised Code or as otherwise may be specified by the provisions of this contract.

ARTICLE 800 – HEALTH AND SAFETY

A. Maintenance of Health and Safety

The Employer shall provide each employee with a copy of the applicable health and safety laws for schools.

B. Health Supplies

The Employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. Employees will be responsible to notify the office of supplies needing replenished.

The Employer shall provide at every work site an adequate supply of disposable rubber gloves.

C. Dispensing Medication

Bargaining unit employees shall neither be required to dispense/administer medication, nor be custodian of stored medications.

Work sites for first aid kits:

H.S.: All science labs
Art room
Home Economics room
Industrial Arts room
Both Physical Education offices
Pool
Stadium
Vo Ag
Office
O.H. classrooms

Intermediate: All science labs
Art room
Home Economics room
O.H. classrooms
Office

Elementary: One on each floor.

D. The district shall establish a Health and Safety Committee at each building as well as a District Safety Committee. The purposes of these Committees are to promote health and safety throughout the district and address concerns as needed.

ARTICLE 900 – EFFECTS AND DURATION OF CONTRACT

901 DURATION OF CONTRACT

The terms of this Contract shall be from July 1, 2013 through June 30, 2014.

902 EFFECTS OF CONTRACT

The terms and conditions as set forth in this Contract indicates the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the CCEA or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

903 PROVISIONS RETENTION CLAUSE

All provisions of the current contract (July 1, 2002 – June 30, 2005) not specifically submitted for negotiations by either the Board or the CCEA shall be automatically made a part of the successor contract.

904 PERSONNEL POLICIES AND PRACTICES

Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

A mistake in administering the contract or failure to file a grievance shall not establish a past practice.

Practices (including, but not limited to, actions or failure to act by the Association, bargaining unit members, the Board or administrators) that occurred seven (7) years prior to the date of an alleged violation, misinterpretation or misapplication of the contract is brought to the attention of the Superintendent may not be considered for any purpose.

905 AMENDMENT PROCEDURE

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the CCEA. Such amendment and/or altering may be 1) at the request of either the Board or the CCEA or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article 100, Sections 108 and 109. All amendments to this Contract will only be valid and binding on the parties if said amendment is reduced to writing, ratified by the parties, and executed by the parties.

906 PUBLISHING THE MASTER CONTRACT

Costs for publishing the Master Contract between the Board and the CCEA will be shared, utilizing the printing equipment available when feasible. If the Master Contract is printed commercially, the costs of printing shall be shared equally by the CCEA and the Board.

907 SEVERABILITY

If any provision of this Contract or any application to this Contract to any member or group of members shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The Contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) days for the purpose of renegotiating only the provision(s) found to be contrary to law.

908 TERM OF CONTRACT

The articles of this Contract shall become effective at 12:01 A.M., July 1, 2013, following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at North Robinson, Ohio, on this 23rd day of September, 2013, by and between the Board and the CCEA.

909 AGREEMENT

This Contract between the parties is attested to by the representatives whose signatures appear below.

COLONEL CRAWFORD LOCAL
BOARD OF EDUCATION

By: _____ Date 9/23/13
President

By: _____ Date 9/23/13
Superintendent

By: _____ Date 9/23/13
Treasurer

COLONEL CRAWFORD
EDUCATION ASSOCIATION

By: _____ Date 10/1/13
President

By: _____ Date 9-26-13
Vice President

By: _____ Date 10-1-13
Secretary Treasurer

GRIEVANCE FORM

Grievance #_____

Name of Grievant_____

Building_____

A. Statement of Grievance

B. Identify contract provision violated, misinterpreted, or misapplied:

C. Relief Sought

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

STEP ONE

Appropriate Supervisor_____

Date Filed_____

Disposition of Supervisor:

_____ _____
Signature of Supervisor Date

STEP TWO

(Superintendent)

Position of Aggrieved and/or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition by Superintendent:

_____ _____
Signature of Superintendent Date

STEP THREE

(Board)

Position of Aggrieved and/or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition by Board:

_____ _____
Signature of Board Date

STEP FOUR

(Arbitration)

Position of Aggrieved and/or Association:

_____ _____

Signature of Aggrieved Date

_____ _____

Signature of Association President Date

Appendix B

COLONEL CRAWFORD LOCAL SCHOOL DISTRICT
LPDC TRAINING LEAVE
(Complete in Duplicate)

Approved_____ Approved_____

Disapproved_____ Disapproved_____

Date_____ Date_____

_____ _____
Principal's Signature Superintendent's Signature

School_____ Date_____

Employee Name_____ Dates of Leave_____
(Print)

Reason for leave_____

_____

_____

Below List Estimates

Hotel/Hotel Cost/Night_____ Number of Nights _____

Cost of Meals_____ Number of Breakfast _____ Lunch _____ Dinner _____

Travel Distance _____

Registration Cost _____

Misc. Cost_____

_____
Employee Signature

If more than one person is attending the same conference, only one travel allowance will be made for every four persons and sharing of lodging will be required when possible. Same sexes required to share room.

Appendix C

COLONEL CRAWFORD LOCAL SCHOOLS
LEAVE REQUEST FORM

Employee Name _____ SS# _____

Date(s) of Absence _____ Total Number of Days _____

This is to certify that my absence was (is) due to:

_____ 1. Personal illness, pregnancy, injury, or exposure to contagious disease

_____ 2. Illness or injury in immediate family _____ (name and relationship)

_____ 3. Death in immediately family _____ (name and relationship)

_____ 4. Personal leave
- _____ Religious responsibilities which cannot be conducted outside the regular school day.
- _____ Involvement in wedding ceremony.
- _____ Personal business which must be conducted during the regular school day.
- _____ Emergency/unusual circumstances.

_____ 5. Professional leave: meeting or seminar attending _____
estimated expenses: mileage/transportation_____
lodging_____
meals_____
registration fee_____
estimated total_____

_____ 6. Jury duty (turn in jury pay to Treasurer's Office)

_____ 7. Unpaid leave (pay dock)

_____ 8. Vacation

_____ 9. Floating holiday

_____ 10. Other (please explain) _____

Employee Signature_____ Date_____

Leave Approved/Denied _____ _____
Supervisor (if applicable) Date

Leave Approved/Denied _____ _____
Principal Date

Leave Approved/Denied _____ _____
Superintendent Date

Appendix D

COLONEL CRAWFORD LOCAL SCHOOLS

ASSAULT LEAVE

NAME_____ DATE_____

SCHOOL_____

Assault leave has been taken in accordance with ORC 3319.143 and the Assault Leave Policy of the Agreement between the Colonel Crawford Local Board of Education and the Colonel Crawford Education Association.

_____ days(s) of assault leave was/were taken beginning at _____
time

on _____/_____, 20_____ and ending at
day month

_____ on _____/_____, 20_____.
time day month

The following information must be stated:

Duration of medical attention_____

Name of Physician_____

Office Address_____

_____

_____
Teacher's Signature

_____
Principal

_____
Superintendent

Appendix E

COLONEL CRAWFORD LOCAL SCHOOLS
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family and Medical Leave
Employee's Name

commencing _____, 20_____. I anticipate return to my regular

duties _____, 20_____.

_____
Signature

_____
Date

Colonel Crawford Local Schools
Application for Sick Leave From Sick Leave Bank

Date initiated_____

I, _____, request approval of

_____ days sick leave from the sick leave bank. I will be absent on the

following days: _____

Signature_____

Social Security Number_____

The applicant must present medical authorization indicating a catastrophic or long-term illness of the SLB member or family member.

I approve _____, do not approve _____, the above sick leave bank request.

Date_____ Signature_____
CC Administrative Member of the SLBC

I approve _____, do not approve _____, the above sick leave bank request.

Date_____ Signature_____
CCEA Member of the SLBC

TEACHER EVALUATION TIMELINE[1]
New Teachers to the District &
Teachers In The Final Year of Their Limited Contract

DATE	ACTION	AUTHORITY
Beginning of 4th workweek	Initial observation/evaluation cycle shall commence no earlier than the beginning of the fourth workweek.[2]	Article 300, § 308 Evaluation, C.1 a
	Observations shall be spaced at least 5 workdays apart unless otherwise mutually agreed by the observer and the bargaining unit member.	Article 300, § 308 Evaluation, C.1 a
	A written evaluation shall be made after two observations which is made for the purpose of evaluation. If deficiencies are noted, the evaluator shall review the written observation with the staff member not less than five (5) school days following the observation	Article 300, § 308 Evaluation, C. 4 b.
January 15	Due date for first set of statutorily required 30 minute observations (minimum of 2 observations of 30 minutes each) and evaluation of the teacher.	ORC § 3319.111
January 25	Due date for the receipt of a written evaluation report by the teacher.	ORC § 3319.111
	The written observation evaluation will be dated and signed by both the evaluator and the teacher who has been observed for evaluation purposes.	Article 300, § 308 Evaluation, C. 4 b
	Space will be provided on the observation evaluation form for the staff members to indicate agreement or disagreement with the observation evaluation. The staff member has the right to include his comments on the observation evaluation form.	Article 300, § 308 Evaluation, C. 4 c
February 1	Deadline for immediate administrator to inform teacher of possible non-renewal recommendation by private conference	Article 300, § 301 Fair Dismissal C. 4
February 10	First date upon which second set of statutorily required 30 minute observations (minimum of 2 observations of 30 minutes each) and evaluations can take place[3]	ORC § 3319.111

[1] It is the intent of the CCEA and the Board that this chart is consistent with and does not add to or subtract from any provision of the collective bargaining agreement. The provisions of the contract prevail over any provision in the chart that may be construed as inconsistent with the contract.

[2] §308 C. 1 – The first observation of a new teacher will be preceded by a notice of intent to observe prior to the observation. Subsequent observations shall be made at the discretion of the persons authorized to observe.

[3] § 308 C. 1. b – The second (observation-evaluation) cycle shall be spaced at least 10 workdays after the conference concluding the preceding cycle.

DATE	ACTION	AUTHORITY
	Observations shall be spaced at least 5 workdays apart unless otherwise mutually agreed by the observer and the bargaining unit member.	Article 300, § 308 Evaluation, C.1 a
	A written evaluation shall be made after two observations which is made for the purpose of evaluation. If deficiencies are noted, the evaluator shall review the written observation with the staff member not less than five (5) school days following the observation	Article 300, § 308 Evaluation, C. 4 b.
	The written observation evaluation will be dated and signed by both the evaluator and the teacher who has been observed for evaluation purposes.	Article 300, § 308 Evaluation, C. 4 b
	Space will be provided on the observation evaluation form for the staff members to indicate agreement or disagreement with the observation evaluation. The staff member has the right to include his comments on the observation evaluation form.	Article 300, § 308 Evaluation, C. 4 c
March 5	Deadline for second private conference for review by immediate administrator following notice of possible non-renewal recommendation	Article 300, § 301 Fair Dismissal C. 4
March 20	Deadline for written notice to teacher if, after the second private conference, the intended recommendation of the immediate administrator remains as non-renewal	Article 300, § 301 Fair Dismissal C. 4
	Prior to any non-renewal, there must be three evaluations (minimum) per year made by direct observation by the immediate supervisor. [4]	Article 300, § 301 Fair Dismissal C. 1
April 1	Due date for completion of second set of statutorily required 30 minute observations (minimum of two observations of 30 minutes each) and evaluation	ORC § 3319.111
April 1	Deadline for notification by the Superintendent of his intended recommendation for non-renewal through a private conference	Article 300, § 301 Fair Dismissal B
April 10	Due date for the receipt of the second written evaluation report by the teacher	ORC § 3319.111
April 15	Deadline for written notification by the Superintendent of his intended recommendation for non-renewal	Article 300, § 301 Fair Dismissal B
April 30	Statutory deadline for written notice to the teacher of the board's intention not to re-employ or intent to re-employ under an extended limited contract.	ORC § 3319.11

[4] Each of the three evaluations must be based upon 2 observations of at least 30 minutes; Conference with the administrator after each evaluation; A written copy of the evaluation report given to the teacher with the teacher permitted to make rebuttal comments which will become part of the record for each evaluation. §301.

Colonel Crawford Local Schools
Teacher Performance Evaluation Rubric

Teacher's Name:_____ Evaluator's Name:_____
Written Evaluation: # _____ of _____ Date:_____ Time:_____
Observation Date:_____ Time:_____ and Date:_____ Time:____
Observation Waiver per Contract Language: (optional)_____ Date:_____

Types of Presentations
_____Lecture
_____Question-Answer
_____Student Reports
_____Group Work
_____Checks for understanding
_____other_____

Teaching Aids used in lesson
_____Text
_____Visual/Overhead
_____Written/Board/Smartboard
_____Educational Technology
_____other_____

Codes Used for Evaluation Checklist

Ratings:	Ineffective (1)	Developing (2)	Proficient (3)	Accomplished (4)

	Points Assigned Self	Points Assigned Evaluator
A. Classroom/Learning Environment		
1. Has positive rapport with students	( )	( )
2. Demonstrates respect for the interests of individual students	( )	( )
3. Shows sensitivity to all students.	( )	( )
4.Routines are well established and orderly.	( )	( )
5. Safety procedures are clear and visibly posted.	( )	( )
6. Students initiate responsibility for efficient operation of classroom.	( )	( )
7. Creates and maintains an age appropriate intellectual and emotional climate for learning.	( )	( )
8. Motivates and encourages good work habits.	( )	( )
9. Uses input and contributions of families, colleagues and other professions in understanding each learner's prior knowledge and supporting their development	( )	( )

Narrative Evidence:

Add up the total number of points and divide by 9
Overall Evaluation Classroom/Learning Environment Score ( ) ( )

B. Classroom Management

1. Supervision of assigned students is maintained at all times. ( )( )
2. Demonstrates competence in subject matter. ( )( )
3. Effectively manages class time. ( )( )
4. Demonstrates the ability to handle most classroom disciplinary problems directly. ( )( )
5. Guides class from one activity to another with ease. Transitions are seamless as the teacher effectively maximizes instructional time. ( )( )
6. Employs fair and consistent evaluation techniques. ( )( )
7. Plans assessments and differentiates assessment choices to match the full range of student needs, abilities and learning styles. ( )( )
8. Maintains accurate and complete records in a timely fashion. ( )( )

Narrative Evidence:

Add up the total number of points and divide by 8

Overall Evaluation Classroom Management Score ( ) ( )

C. Instructional Planning and Presentation

1. Provides daily lesson plan that uses appropriate methods and materials for the subject matter and are clear and complete enough for a substitute to utilize. ( )( )
2. The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measureable goal(s) for student learning aligned with the Ohio Standards. ( )( )
3. The teacher demonstrates the importance of the goal(s), and its/their appropriateness for the students. ( )( )
4. Follows course of study prescribed by the Board of Education and adapts to curriculum changes. ( )( )
5. The teacher plans and sequences instruction logically to include the important content, concepts, and processes in school and district curriculum priorities and in state standards. ( )( )
6. The teacher's instructional plans draw upon an accurate analysis of students' development, readiness for learning, preferred learning styles, backgrounds and prior experiences. ( )( )
7. Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies designed to actively encourage independent, creative, and critical thinking. ( )( )

8. The teacher employs effective, purposeful questioning techniques throughout the instruction. ( )( )

9. The lesson is a balance of teacher-directed instruction and student-led learning. ( )( )

10. The teacher directs students clearly with well thought out statements. ( )( )

11. Teacher uses effective tone and volume of speaking voice to be heard around room. ( )( )

12. The teacher maintains good oral and written language skills. ( )( )

13.The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group. ( )( )

14. Plans, initiates purchases, and requests adequate supplies and materials needed for the learning process as indicated in the course of study. ( )( )

15. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification and ensures understanding. ( )( )

16. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. ( )( )

17. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality. ( )( )

18. The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. ( )( )

19. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery. ( )( )

Narrative Evidence:

Add up the total number of points and divide by 19

Overall Evaluation Instructional Planning and Presentation Score ( ) ( )

D. Professional Conduct and Relationships

1. Supports the mission statement of Colonel Crawford Local Schools and the mission of the building to which assigned. ( ) ( )
2. Performs duties in accordance with the job description while meeting ethical and professional responsibilities. ( ) ( )
3. Provides proper notification and reports for duties at designated times. ( ) ( )
4. Attends contractually required meetings. ( ) ( )
5. Demonstrates professional pride and attitude in teaching to pupils, the school, and the community. ( ) ( )
6. Dresses appropriately for the school day or activities concerned. ( ) ( )
7. Appropriate behavior and language is modeled and reinforced. ( )( )
8. Cooperates with fellow staff members. ( )( )
9. Generally communicates within designated channels of authority. ( )( )
10. Maintains proper student-teacher relationships. ( ) ( )
11. Professionally remains current by taking additional education courses/seminars/book study/shadowing with a colleague/mentor/webinars/ professional readings. ( ) ( )
12. Teacher communicates effectively with students, families, and colleagues. ( ) ( )
13. Teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observations and feedback, peer coaching and other collegial learning activities. ( ) ( )
14. Teacher helps colleagues access and interpret laws and policies and understands their implications in the classroom. ( ) ( )
15. The teacher sets and regularly modifies short-term and long-term goals based on self-assessment and analysis of student learning objectives. ( ) ( )

Narrative Evidence:

Add up the total number of points and divide by 15

Overall Evaluation Professional Conduct and Relationships Score ( ) ( )

Pre-Conference Yes / No _____
Post Conference Yes / No_____
Discussion about lesson
Reinforcement Yes / No_____
Refinement Yes/ No _____

Professional Plan with goals on file- Yes/ No (worth 1 point to be figured in on overall score)
Difficult year-administration documentation

Ex. 1- Have goal (s).
2- Are Measurable.
3- Evidence indicator of meeting goal(s).
4- Shows initiative- workshops, conferences, books, book talks with colleagues.

Evaluation Checklist Scale

Rubric: Average= Add the overall scores up and then divide by 4 get rating by 0-4.
4= Accomplished 3= Proficient 2= Developing 1= Ineffective YOUR OVERALL SCORE= _____

WalkThrough # 1 Date and Time_____

WalkThrough # 2 Date and Time_____

WalkThrough # 3 Date and Time_____

Additional Comments:

Additional evaluator comments concerning specific areas. Teacher does not necessarily indicate agreement with the content of this evaluation. The teacher may comment on this form or attach a written response that will become part of this evaluation.

Teacher's Signature: _____ Date: _____
Evaluator's Signature: _____Date:_____

OTES sources of Evidence Pre-conference:

1. Goals: What measureable goal(s) or Ohio Content Standard(s) do you wish to address or accomplish with this lesson?

2. Assessment: What assessment(s) will be used to meet students' varying needs/abilities/and learning styles? Check and explain

Diagnostic_____ Formative_____ Summative_____

Checks for Understanding_____ Progress Monitoring_____

3. Student Learning needs identified through data analysis:

A) Strengths: Pre-test data

B) Areas of student growth: post-test data

4. Uses of input for prior knowledge and development support: examples- KWL chart, web, Journal write, T-chart, discussion, pre-tests etc.

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

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	Date Record dates when discussed	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.
Goal 1: Student Achievement/Outcomes for Students *Goal Statement:* 66% of all students in a teacher's class wherein they are the Teacher of Record will achieve a year's growth in a year's time. *Evidence Indicators:* DIBELS ____ ____ ____ DRA_____ Saxon Math ____ ____ ____ Star Reading ____ ____ ____ Star Math ____ ____ ____ Diagnostics ____ ____ OAA ELA ____ ____ OAA Math ____ ____ SLO's Science ____ ____ SLO's Social Studies ____ ____ English____ ____ ____ ____ ____ ____ S.E. ____ ____ ____ ____ ____ ____ Science____ ____ ____ ____ ____ ____ Social Studies____ ____ ____ ____ ____ ____ Math ____ ____ ____ ____ ____ ____ Spanish ____ ____ ____ ____ ____ ____ Technology ____ ____ ____ ____ ____ ____ Music ____ ____ ____ ____ ____ ____ PE/Health ____ ____ ____ ____ ____ ____ Art ____ ____ ____ ____ ____ ____ Others ____ ____ ____ ____ ____ ____	Aug. / May	examples of a listing of a P.D. could include speakers, professional book study, magazines, shadopwing, classes, etc.
Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession *Goal Statement:* *Evidence Indicators:* See highlighted area on back of this sheet		

_____ _____ _____ _____

tor Signature Date Teacher Signature Date

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

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

TEACHER NAME _ GRADE LEVEL / SUBJECT

SCHOOL YEAR BUILDING DATE OF IMPROVEMENT PLAN CONFERENCE

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating on any of the components of the Ontario Teacher Evaluation System. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue the plan.

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)

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 provide as well as opportunities for professional development.

Date for this Improvement Plan to be evaluated: _

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

TEACHER NAME _ GRADE LEVEL / SUBJECT

SCHOOL YEAR BUILDING DATE OF IMPROVEMENT PLAN CONFERENCE

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan demonstrate the following actions 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 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 5 or more years of experience – are expected to meet the Proficient level or above.

September 2012 – Ohio Department of Education