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**MASTER AGREEMENT**

between

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

and

CARROLLTON EDUCATION ASSOCIATION

September 1, 2013

to

June 30, 2015

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**SECTION ONE**  
**RECOGNITION**

The Board of Education of the Carrollton Exempted Village School District (hereinafter "Board") recognizes the Carrollton Education Association affiliated with the Ohio Education Association (hereinafter "Association") as the sole and exclusive representative for the purpose of collective bargaining for all regular full-time salaried certified employees (including but not limited to: teachers, guidance counselors, media specialist, and nurses) employed under a written contract between the employee and the Board, (hereinafter usually referred to as "teachers"), excluding supervisors, administrators, casual substitutes, hourly tutors, athletic director, assistant athletic director and all other employees covered by the exceptions listed in the Ohio Revised Code (O.R.C.) Section 4117.01C(1)(14). Substitutes employed for a specific position for sixty (60) days or more are included; other substitutes are excluded.

**SECTION TWO**  
**NEGOTIATIONS PROCEDURE**

All bargaining shall be in good faith, meaning: Both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession, but both parties are obligated to make a sincere effort to search for counter proposals to negotiable items.

**ARTICLE A – INITIATING BARGAINING**

Within one hundred eighty (180) days prior to the expiration of the existing contract, the parties shall arrange to schedule negotiations leading to a successor agreement. The Association will notify the State Employment Relations Board of the offer to bargain collectively. The first session shall be held by March 20<sup>th</sup> or on such other date is mutually agreed to by the parties.

**ARTICLE B – INITIAL MEETING**

At the first meeting, each party will exchange their respective proposals. After the first meeting, neither party shall be allowed to add new proposals without the consent of the other party.

**ARTICLE C – REPRESENTATIVES**

The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon.

Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party in any negotiations shall have control over the selection of

the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

#### ARTICLE D – SCOPE OF NEGOTIATIONS

All matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

#### ARTICLE E – WHILE NEGOTIATIONS ARE IN PROGRESS

Recesses – The parties may caucus at any time. Caucuses will not be longer than thirty minutes unless extended by mutual agreement.

Item Agreement – As negotiation items receive tentative agreement, they will be reduced to writing and initialed by each party. When tentative agreement is reached on all items subject to negotiations, the proposal agreement shall be submitted to the Board and Association for ratification.

Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

Progress Reports – The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties/or unless impasse has been declared.

#### ARTICLE F – FINAL AGREEMENT COPIES

There shall be four (4) signed copies of any final agreement. One copy shall be retained by the Board and the three (3) by the Association. The Board agrees to submit a copy to the State Employment Relations Board along with the SERB contract data summary sheet..

#### ARTICLE G – IMPASSE

1. In the event that an agreement has not been developed by the sixtieth (60<sup>th</sup>) day of the negotiations period, either party may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties.
2. The mediator shall be used as a means of bringing agreement between the bargaining teams.
3. Any cost involved in obtaining the services of a mediator shall be shared equally between the Board and the Association.

4. The impasse procedure set forth in this article constitutes the parties' agreed upon dispute settlement procedure. It shall supersede statutory procedures pursuant to O.R.C. §4117.14(C).
5. In the event that the parties are unable to conclude an agreement, the Association has the right to proceed in accordance with O.R.C. §4117.14(D)(2). There shall be no strike, slow down, or work stoppage by the Association for the duration of this Agreement.

#### ARTICLE H – CONTRARY TO LAW

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law which would invalidate any provision of this Agreement or a provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

### **SECTION THREE**

#### **GRIEVANCE PROCEDURE**

#### ARTICLE A – PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### ARTICLE B – DEFINITIONS

1. A "Grievance" is a claim involving the alleged violation, misinterpretation, or misapplication of the terms of this agreement.
2. A grievant shall mean a bargaining unit member, or a group of bargaining unit members or the Association initiating a grievance.
3. A "party of interest" is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.
4. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays; "Monday through Friday", excluding legal holidays.

## ARTICLE C – PROCEDURES

1. A claim by a teacher or the Association (herein called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of the terms of this Agreement may be processed as a grievance as hereinafter provided.
2. In the event that a teacher believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative, at the grievant's option.
3. If, as a result of the informal discussion with the building principal, a grievance still exists, he or she may invoke the following formal grievance steps:
  - a. The grievant may submit to his Principal within twenty (20) days of the alleged grievance, a completed "Grievance Report Form" Step I, Appendix C – Grievance Form, that is provided by the Association, in triplicate, showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the grievant to the Association building representative and by the principal to the Superintendent. Within five (5) days of receipt of the Grievance Report Form, the building principal shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance within three (3) days after such meeting by completing the Step I of the Grievance Report and returning it to the grievant. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.
  - b. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the Association, within five (5) days of the receipt of the decision, or time limit for a disposition, shall complete Grievance Report Form, Step II, Appendix C Grievance Form, and submit the grievance to the Superintendent. Within five (5) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within three (3) days of the meeting, the Superintendent shall indicate in writing his disposition by completing his portion of Step II and forwarding it to the teacher. The Association and the Principal shall be notified of said disposition.
  - c. If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above-stated time limits, then the grievant, within five (5) days of the receipt of the decision or time limit for a disposition, shall complete Grievance Report Form, Step III, Appendix C – Grievance Form, and submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.

Notification of such an appeal shall be given to the Building Principal and to the Superintendent. The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant, and/or the Association representative, and the Superintendent, and/or his designee, and /or counsel to review such grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be furnished to the grievant, the Association, and the building principal by completing Grievance Report Form, Step III, within seven (7) days of the meeting.

- d. If the decision by the Board of Education does not resolve the grievance, the grievance may be appealed to FMCS mediation. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Board's written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation the grievance may proceed to Grievance Report Form, Step IV.
  - e. If the Association, with the permission of the grievant, is not satisfied with the disposition of the grievance through mediation, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, Appendix C – Grievance Form, and filing of same with the Board within five (5) days of the conclusion of the mediation. The arbitrator shall be selected by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally, unless otherwise agreed by the Board and the Association.
- 4. The time limits provided in this Agreement shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
  - 5. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step as final and not subject to further appeal.
  - 6. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so with recourse to the grievance procedure.

However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

7. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.
8. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
9. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by any reason of such participation.
10. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.
11. The parties of interest will cooperate with each other in their investigation of any grievance, and will furnish each other with such information as is requested for the processing of any grievance.
12. The Grievance Report Form is attached hereto as Appendix C to this Contract.

## **SECTION FOUR**

### **RIGHTS**

#### **ARTICLE A – EXCLUSIVE RIGHTS OF THE ASSOCIATION**

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

##### **Association Business**

1. Use of the internal system of the school mail for distribution of Association materials.
2. The Association may transact Association business on the Board's property before or after the regular workday: provided that such business shall not interfere with the assigned duties of the employee.
3. The Board may allow the use of Board equipment provided such equipment is not otherwise in use. (Copier five cents (\$0.05) per page)
4. The Board may make available its facilities for Association meetings without charge pending availability and approval of a "Use of Facilities" request form.

5. The Association may participate in a Board meeting as set forth in Board Policy 1.16-Public Participation at Board Meetings. The Superintendent or his/her designee shall provide the Association President a copy of each Board meeting agenda, inclusive of all enclosures as well as any addendums.
6. Board policies are available on the District's website, under the School Board Tab.

#### Communication with Employees

The Board shall provide the Association President with the school directory. The Board will provide the President with changes, additions, and deletions as new information is published.

#### Bulletin Boards

Use of all faculty bulletin boards located in teacher rooms will be provided for instructional staff information. In those buildings lacking a teachers' room, the office bulletin boards may be utilized.

#### Association Announcements

1. To make organizational announcements at general faculty meetings and to use faculty bulletins to teachers as provided in school procedure.
2. Use of all building public address systems for Association meeting announcements in keeping with normal building procedure.
3. The Board shall allow the Association representative to make a presentation about the Association during any new employee orientation program.

#### ARTICLE B – EXCLUSIVE MANAGEMENT RIGHTS

The Board and administration reserve their exclusive authority to manage and direct all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in O.R.C. § 4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and administration and the adoption, modification, and repeal of such policies, regulations, rules and practices as they may deem necessary, shall be limited only by the terms of this Agreement.

#### ARTICLE C - LABOR MANAGEMENT COMMITTEE

Labor Management Committee meetings will be regularly held during the school year at agreed upon dates/times. This Committee shall be comprised of an equal number of Union and District representatives, with no more than five (5) persons per team.

The Committee shall review the items it is charged with addressing in this contract. The District will also notify the Union through the Labor Management Committee of educational initiatives, grant applications affecting educational delivery or programming and items on which the District seeks to collaborate with the CEA as a stakeholder.

## **SECTION FIVE**

### **REDUCTION IN STAFF**

The Board has the exclusive authority to eliminate staff positions consistent with the provisions of the state statutes. When the Board decides to make a reduction requiring more than attrition, it shall comply with this section. Reasons for a reduction in staff as pertains to this section are:

Decline in pupil enrollment (includes program specific); Suspension of schools or territorial changes; Return to duty of a regular bargaining unit member from a leave of absence and financial reasons.

#### **ARTICLE A – ATTRITION, NONRENEWAL, AND SUSPENSION**

1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements insofar as practical for employees who die, retire, resign, are terminated, or whose limited contracts are not renewed.
2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment.

#### **ARTICLE B – SELECTION FOR REDUCTION**

1. The effective date of any layoffs shall be designated by the Board in its reduction in staff motion.
2. At least thirty (30) days preceding the date of Board action, the Association President shall be notified in writing of the Board's intent to implement a layoff.
3. A seniority list of all teachers in each area of their certification/licensure shall be developed by the administration prior to implementing a reduction in staff according to the seniority provisions set forth below. The Association President shall receive a copy of the list when it is completed and before the reduction in force is implemented.
4. At least one (1) week prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board of Education to review appropriate data and discuss the layoff. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification/licensure, and a list of teachers to be laid off.

5. If a dispute occurs with regard to compliance with this contract in connection with the seniority list and/or selection of the teachers to be laid off, the matter(s) shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.
6. Unless a reduction in force is for financial reasons, not later than April 30<sup>th</sup> preceding the effective date of the suspension of any contract under this Section, all of the affected teachers that the Board of Education plans to layoff shall be sent written notification by certified mail that his/her employment shall be suspended because of a reduction in staff.
7. In suspending contracts of teachers within each teaching field affected by the reduction in force, teachers holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Category 3, then Category 2, then Category 1 as below defined. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

Comparable evaluations will be determined as follows:

- Once the District implements its evaluation system under House Bill 153, employees shall be rated on each evaluation they receive as either “ineffective”, “developing”, “skilled”, or “accomplished”.
- For the 2013 2014 through the 2015-2016 school years, all teachers covered by the OTES shall be considered to have comparable evaluations. Effective the 2016-2017 school year, teachers covered by the OTES evaluations shall be comparable within each effective rating category as described below
- There shall be three (3) categories of comparable evaluation (Category 1, Category 2, and Category 3) in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent evaluations.
- Employees evaluated as “ineffective” for two (2) out of their last three (3) evaluations shall be placed in Category 3.
- Employees evaluated as “developing” or “skilled” for two (2) out of their last three (3) evaluations shall be placed in Category 2.
- Employees evaluated as “accomplished” for two (2) out of their last three (3) evaluations shall be placed in Category 1.
- Employees who receive a different/unique evaluation rating in each of their last three (3) evaluations shall be placed in Category 2.

- Employees new to the district who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher performance rating only.
  - With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.
8. The contracts of teachers employed pursuant to a continuing contract shall not be suspended except for reasons consistent with O.R.C. § 3319.17. Continuing contract teachers shall be suspended only after all limited contracts in the area of certification/licensure. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

#### ARTICLE C – SENIORITY AND CERTIFICATION

1. Seniority shall be determined by the length of continuous service in the Carrollton Exempted Village School District with priority given to continuing contract teachers over limited contract teachers. If two or more teachers have the same length of continuous service, then seniority shall be determined by the date of the Board meeting at which the teacher was hired; ties shall be broken by a coin flip or drawing straws. Such ties shall be broken as soon as it is noted on the seniority list.
2. Length of continuous service shall not be interrupted by Board authorized leaves of absence. However, seniority shall not continue to accrue during authorized unpaid leaves. Teachers on layoff status shall, for seniority purposes only, be treated as if they were on authorized unpaid leave.
3. Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked. Seniority for part-time employees shall be prorated to arrive at the amount of seniority to be credited to the employee for that school year. A "year" means a school year in which the employee was paid for at least one hundred twenty (120) days of service in the school district.

#### ARTICLE D – PROCEDURE FOR RECALL

1. All teachers whose contracts were suspended as a result of a layoff shall be placed on a recall list by certification/licensure and then by evaluation category (beginning with Category 1, then Category 2, then Category 3) and then by contract status (continuing first, then limited), with comparable evaluations listed by seniority.
2. Each teacher on the recall list shall be offered reemployment to a full-time position, as they become available, for which each is certified/licensed, so long as the teacher has a license in effect on the date the Board offers re-employment. If a teacher does not have a license in effect on the date the Board offers re-employment, s/he may remain on the recall list, but is not entitled

to the position that had been offered if s/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her address. The teacher shall, within ten (10) calendar days from the postmark date of the letter, indicate availability and desire for such position. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.
5. No teachers new to the district shall be employed for a position until all properly certified/licensed teachers on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.
6. Transfers of teachers employed but not affected by the reduction in force program shall not be made for the purpose of avoiding recalls. If a position(s) is established, the position(s) will be staffed first from the teacher reduction in force list.
7. Recall rights for limited contract teachers shall last two years from the effective date of the layoff. Continuing contract teachers shall have recall rights in accordance with law.

## **SECTION SIX**

### **LEAVES OF ABSENCE**

#### **ARTICLE A – SICK LEAVE**

1. Sick leave credit shall accumulate at the rate of one and one-quarter (1¼) days per month and at a maximum of fifteen (15) days per year.
2. Each teacher's maximum accumulation shall be two hundred forty (240) days for teachers hired prior to September 1, 2012 and two hundred (200) days for teachers hired after September 1, 2012.
3. Each teacher who has exhausted accumulated sick leave shall be granted an advance of five (5) days sick leave if necessary.

4. Any teacher transferring within Ohio to the employ of the Board shall be credited with the unused balance of his accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.141.
5. A teacher may, pursuant to O.R.C. §3319.141, use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to other employees or children and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. Abuse of sick leave may be grounds for discipline or discharge as provided in O.R.C. §3319.141.
6. Immediate family for purposes of this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, foster parents, stepparents and anyone whose permanent residence is in the employee's home.
7. Should a bargaining unit employee exhaust their sick leave days thereby causing a deduction in salary, the employee shall be allowed, when feasible, to select to have the deduction in a lump sum or spread over subsequent pay periods as determined by the Treasurer.
8. Extended or chronic absences may require medical verification at the request of the Superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as twenty (20) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and the duration of the absence. The requirement of verification under this section cannot be grieved. Upon return from sick leave the teacher shall provide to the treasurer the "Absence Certification" form identified as Appendix F.
9. Falsification of sick leave is grounds for suspension or termination of employment under O.R.C. §3319.16.

#### ARTICLE B - ASSAULT LEAVE

The Board will provide up to a maximum of five (5) weeks physical attack leave wherein a teacher who is absent due to physical disability resulting from a physical attack by a person(s) which occurs in the course of a teacher's Board employment and will maintain the teacher on full pay status during the period of such absence under the following provisions:

1. The bargaining unit employee who has been physically attacked must furnish a written signed statement on forms provided in Appendix H.
2. When medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before physical attack leave can be approved for payment.

3. Falsification of either a written signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. §3319.16.
4. The particular requirements stated within paragraph one of O.R.C. §3319.143 prevail for all affected teachers.
5. If a bargaining unit employee's absence resulting from attack is covered by Worker's Compensation, the board shall provide said bargaining unit employee with the same income he/she received at the time of his/her attack. In the event a delayed award by Worker's Compensation results in a total combined payment to the bargaining unit employee which results in an amount equal to more than the bargaining unit employee's normal per diem rate, the bargaining unit employee shall immediately reimburse the Board.

#### ARTICLE C – PERSONAL LEAVE

Certificated employees are eligible for three (3) days of personal leave per school year. These days are intended for use in emergency type situations or special occasions where a person has no choice in the matter. Personal leave days are not to be used as vacation days.

Personal leave will be granted on a per building basis. On any particular day, one (1) employee per ten (10) teachers shall be granted personal leave. For those buildings with less than ten (10) teachers, a maximum of two (2) teachers may be granted personal leave on same day.

Except in the case of an emergency, the employee shall give two (2) days advance notice of the intent to use personal leave.

An employee using personal leave shall provide notice of intent to use such leave by completing the appropriate leave form found in Appendix I.

A maximum of one (1) day of unused personal leave shall be converted to sick leave at the beginning of the next school year.

#### ARTICLE D – REPRESENTATION AT OHIO EDUCATION ASSOCIATION REPRESENTATIVE ASSEMBLY ASSOCIATION LEAVE

Four (4) members of the Carrollton Education Association, officially designated by the membership to represent the Carrollton Education Association, will be granted released time at no reduction in salary, to attend meetings of National Education Association, Ohio Education Association or the East Central Ohio Education Association. The maximum leave days available under this article are twelve (12) days combined total for the four (4) members. The Carrollton Board of Education is responsible for the salary of substitute teacher, but for no other expenses.

## ARTICLE E – PROFESSIONAL LEAVE OF ABSENCE

1. Eligibility: A teacher who has completed five years of regular, full-time service as a teacher may be granted a professional leave of absence with the permission of the Board of Education and Superintendent. A satisfactory substitute must be available and no more than one person per year will be granted professional leave.
2. Application: An Application for Leave, including a plan for professional growth, shall be filed in writing with the Superintendent no later than March 31<sup>st</sup> of the school year preceding the year for which the leave is requested. At the conclusion of the leave, the teacher must provide evidence that the plan for professional growth was followed.
3. Length of Leave: Professional leaves will be granted for not longer than one school year nor to any teacher more often than once for each five (5) years service.
4. Application for Reinstatement: Application for reinstatement must be made in writing to the Superintendent no later than March 1<sup>st</sup> of the year of leave. Upon return from leave, the teacher shall assume the contract status held prior to the leave.
5. Salary: Upon the recommendation of the Superintendent and approval of the Board of Education, the teacher may be paid part salary which will be an amount not to exceed the difference between the substitute's pay and the teacher's expected pay.
6. Tuition: Graduate hours completed during professional leave shall be reimbursed if they fall within the guidelines of the tuition reimbursement provision of this agreement and if they are included in the approved plan for professional growth.
7. Insurance: Teachers on approved leave shall be kept on the payroll records during such leave and shall be permitted to continue participation in the group insurance provided by this agreement by paying to the Treasurer, by the 20<sup>th</sup> of each month for the following month, the full cost of the premium for such coverage.
8. Return to District: Unless the teacher has completed twenty-five years of teaching in Ohio, the teacher is required to return to the Carrollton Exempted Village School District at the end of the leave for a period of at least one school year. A teacher who has been on a professional leave of absence and does not return to the district, forfeits all rights to tuition reimbursement and will refund all part salary paid by the school district for that period of time while on leave.

## ARTICLE F – UNPAID LEAVE

Other unpaid leaves of absence may be granted by the Board for up to two years pursuant to O.R.C. §3319.13. Such leaves shall be granted as required by O.R.C. §3319.13 for illness or disability if the teacher has exhausted accumulated sick leave, the teacher has filed a timely written request for leave with the Superintendent, and the Board is satisfied that legitimate illness or disability necessitates the leave. The request for unpaid leave shall be made on the form Appendix G. Upon return from unpaid leave, the teacher shall be reinstated with the same contract status held prior to the leave. Except when the leave is for illness or disability, the Board may establish the starting and ending date for the leave. The insurance of the teacher on an unpaid leave of absence shall be governed by Section Eight, Article C of this Contract.

## ARTICLE G – JURY AND COURT LEAVE

The Board shall grant court or jury leave as required by state law. The Board also shall grant paid time off for teachers to appear in court on behalf of the Board in school-related cases, excluding labor disputes between the CEA and the Board.

## ARTICLE H – PARENTAL LEAVE

### 1. Definition

An employee who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem shall have the right to an unpaid leave of absence for up to one year.

### 2. Application for Parental Leave

Application for parental leave shall be made on the form provided in Appendix J and shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption or sudden severe health problem, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave and, when possible, accepts the responsibility to work closely with the substitute so that students are provided with a smooth transition and continuity of educational program. Leaves for a shorter period may be granted by a mutual agreement.

### 3. Rights While on Leave

Bargaining unit members on parental leave shall receive credit for seniority and salary placement if the person teaches a minimum of one hundred twenty (120) days in the school year. A person granted a leave of absence will continue with Board paid hospitalization for the remainder of the current month plus the following month.

4. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and the current semester, and shall be reinstated to the same or similar position or to one for which the returning teacher is properly certified.

ARTICLE I – FAMILY AND MEDICAL LEAVE

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993. The District shall utilize the FMLA forms issued by the U.S. Department of Labor Wage and Hour Division. The District shall place links to the U.S. Department of Labor Wage and Hour Division FMLA Fact Sheet and FMLA Notice and Certification forms on its website under the District tab, District Forms subtab.

**SECTION SEVEN**

**TERMS AND CONDITIONS OF EMPLOYMENT**

ARTICLE A – LENGTH OF SCHOOL YEAR

The contract year will consist of one hundred eighty-four (184) days for teachers. One hundred eighty (180) of these days may be used for students in session with allowance for the days allowed by state law for parent-teacher conferences and teacher professional days.

For the 2014-2015 school year, a committee composed of an equal number of administrators, appointed by the Superintendent and teachers, appointed by the Association President will meet to:

- a) Plan the school calendar, including waiver days and in-service days
- b) Make recommendations on conversion of the student day from days to hours beginning with the 2014-2015 school year

The teachers appointed by the Association President will include an elementary teacher, a middle school teacher and a high school teacher.

Recommendations by the committee shall be made to the Board of Education for consideration.

ARTICLE B – WAIVER DAY/INSERVICE DAY

As an alternative to an In-service day, the Superintendent may grant special permission for staff members to attend a workshop or to visit another school district. The workshop or visit must meet specific needs of the teacher.

## ARTICLE C – SCHOOL DAY

The regular workday for teachers shall not exceed seven (7) hours and thirty (30) minutes, including a thirty (30) minute lunch.

Teachers shall attend required meetings in addition to the regular school day. Likewise, teachers must stay beyond the scheduled workday if needed for conferences with students, parents or administrators, for hearings, or for completion of the teacher's normal professional responsibilities, (such as open house and freshmen orientation).

Teachers shall not be required to stay beyond the workday for staff or professional meetings more than sixteen (16) times per year and shall not be required to stay beyond the workday for more than one (1) event per year (such as family fun night). Staff or professional development meetings shall not go beyond sixty (60) minutes. The event shall not go beyond two (2) hours. Any joint committee meetings do not count towards the meetings under this section.

## ARTICLE D – FAIR SHARE/REPRESENTATIVE FEE

All current Association members and new hired employees, hired after September 1, 2003, shall be included under this provision of the Master Contract.

Any teacher, as defined in "Section I" of this agreement, who was employed by the district on or before the 2003/2004 school year who was not a member of the Association, shall not be required by this provision to become a member of the Association or have any deduction from their pay any fair share or other charges as a result of this provision.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual dues or annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall be transmitted by the Association to the Treasurer on or about October 1<sup>st</sup> of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

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

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

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

The Board and Treasurer shall be responsible only for the deduction of the authorized fair share fee and forwarding of the specified amount to the Association. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Board's action or inactions involving the deduction of fair share fee.

The Board and the Treasurer shall be held harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

It is specifically agreed that the Board shall not be liable to any party and, at no time, shall the Board pay out monies for any reason associated with the provisions of the Article.

#### ARTICLE E – TEACHER EVALUATION AND SUPERVISION

During the term of this contract, by the third Thursday of September, the building principal will notify each bargaining unit member in his/her building of whether they will be evaluated under the OTES Teacher Evaluation system or the Non-OTES Teacher Evaluation system for that school year.

##### 1. OTES Teacher Evaluation

The OTES Teacher Evaluation (“OTES”) will be implemented beginning the 2013-2014 school year. OTES applies to teachers who are licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and fall under the definition of “Teacher” under the Standards-Based Teacher Evaluation Board Policy, attached under Appendix K.

##### a. Definitions

- i. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) holds a credential established by ODE for being an evaluator. Every evaluator must complete the state-sponsored evaluation training

and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.

- ii. Evaluation Cycle: The evaluation cycle occurs during each school year for each teacher as set forth in Board policy.
- iii. Evaluation Framework: The standards-based state framework for evaluation of teachers developed by the Ohio Department of Education (“ODE”) in accordance with §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.
- iv. Evaluation Procedure: The procedure used to conduct teacher evaluations, which includes informal observations (“classroom walkthroughs”) and formal observations to assess teacher performance and value-added, vendor assessment, student learning objectives, and/or shared attribution to measure student growth.
- v. Evaluation Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle when the Teacher Performance Rating (50% of the evaluation rating) is combined with the results of Student Growth Measures (50% of the evaluation rating). Evaluation ratings are: Accomplished, Skilled, Developing, or Ineffective. In the event the Ohio legislature modifies these percentages, the Union and Board agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.
- vi. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a teacher makes below expected academic growth with his/her students and/or receives an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
- vii. Locally-Determined Measures: This term refers to Student Learning Objectives (“SLO”) or Shared Attribution.
- viii. ODE-Approved Assessments (aka Approved-Vendor Assessment): Student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level which may include nationally named standardized assessments, industry certification exams, or end of course examinations for grade level and subjects for which the Value-Added measure does not apply.

- ix. OTES: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under §3319.111 and §3319.112 of the Ohio Revised Code.
- x. OTES Rubric: The OTES Rubric approved by the Ohio Department of Education, which is attached as Appendix L to the Standards-Based Teacher Evaluation Board Policy.
- xi. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric.
- xii. Poorly Performing Teacher: Refers to teachers identified through the Evaluation Procedure who demonstrate an inability and/or unwillingness to meet the reasonable expectations of OTES.
- xiii. Shared Attribution: Shared Attribution refers to Student Growth Measures attributable to a “group”. Groups can include: grade level, department level, building level, or district level.
- xiv. Student Growth Measures (“SGM”): Student growth is the change in student achievement for an individual student between two (2) or more points in time. A Student Growth Measure is a tool or assessment used to measure student growth and includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures (i.e. Student Learning Objectives or Shared Attribution). The SGM used for a teacher depends on the teacher category within which he or she falls. For the 2013-2014 school year, SGM will be based on previous school year’s data for value-added, including for Shared Attribution which will be used for local measures. In future years, the Joint Evaluation Development Committee (“JEDC” - See Section 7, Article E, Section 3) will review and/or make a recommendation(s) regarding SGMs and the student data to be used (“SGM student data”) as set forth in Article E Section 3.
- xv. Student Learning Objectives: A measurable academic growth target that a teacher sets for students for subgroups of students to be achieved by the student’s mastery of a learning objective over an established interval. Assessment of student mastery shall be based on baseline data gathered when the SLO is established.
- xvi. Teacher Categories: For purposes of SGM, the following teacher categories exist:

“A1” - A1 teachers are those who instruct Value-Added courses/subjects exclusively.

“A2” - A2 teachers are those who instruct Value-Added courses/subjects, but not exclusively.

“B” - B teachers are those with Approved-Vendor Assessment data available.

“C” - C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.

- xvii. Teacher Performance Rating: The assessment of a teacher’s performance that results in a performance rating and is based on formal observations (including, but not limited to materials and other instructional artifacts) and periodic classroom walkthroughs. Teacher performance results are reported using a 1-4 rating structure with “1” indicating lowest performance to “4” indicating highest performance. Teacher performance ratings are based on teacher’s current school year performance.
- xviii. Teacher of Record: This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”; and (b) is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course. For purposes of Student Growth Measures, “teacher of record” is identified using the provisions of Article E, Section 2.
- xix. Teacher Student Data Linkage (TSDL): The process of connecting the “teacher of record” to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to the teacher of record.
- xx. Value-Added: Refers to the EVAAS value-added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores based on state issued standardized assessments.

b. Purpose of Carrollton Evaluation

Carrollton School must now implement the new OTES state-wide teacher evaluation system developed by the Ohio Department of Education.

The Board, Union, administrators and teachers of Carrollton Schools are committed to academic excellence and recognize the purpose of our evaluation is:

- i. To support informing instruction with data from formative and summative assessments
- ii. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Carrollton Schools.
- iii. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
- iv. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.
- v. To promote and foster professional and collaborative dialogue between teachers and Credentialed Evaluators.

c. Evaluators

- i. Where a teacher is under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator. Otherwise, to the greatest extent possible, the Superintendent or his/her designee will give priority to individuals employed as District administrators who are on the approved credentialed list adopted by the Board ("Approved Credentialed Evaluator List").
- ii. Each teacher will be notified of his/her Credentialed Evaluator, and the following shall apply:
  - (a) For those teachers with an above expected level of student growth, the evaluator shall be selected by the teacher from the Approved Credentialed Evaluator List.
  - (b) For those teachers with an expected level of student growth, the evaluator shall be the teacher's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher and his/her immediate supervisor.
  - (c) For those teachers with a below expected level of student growth, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.

- (d) In the situation where a teacher with an expected or below expected level of student growth is assigned to more than one building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the teacher is primarily assigned (i.e. home base).
- d. Evaluation Schedule
  - i. No teacher shall be evaluated more than once annually.
  - ii. All evaluations will be completed by the first day of May and the teacher will be provided with a written copy of the evaluation results by the tenth day of May.
  - iii. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. The Superintendent may waive the third observation.
  - iv. A teacher who is assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this section shall be evaluated once every two school years, unless his/her contract is up for renewal.
- e. Teacher Performance Evaluation Component
  - i. General principles
    - (a) All monitoring or observation of teacher work performance shall be conducted openly and with full knowledge of the teacher.
    - (b) Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, Appendix K.
    - (c) The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's performance.
    - (d) All conclusions of performance assessments must be documented and supported by evidence.
    - (e) The Credentialed Evaluator shall provide the teacher with copies of all written documentation, including but not limited

to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs/informal observations.

- (f) No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.
- (g) Video or audio devices shall not be used to record teaching performance for the evaluations, whether by the teacher or by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance (OTES).

ii. Evidence Used to Assess Teacher Performance

(a) Evidence Provided by Teacher to Credentialed Evaluator

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

(b) Formal Observations

- A minimum of two (2) formal observations shall be conducted.
- Each formal observation shall last a minimum of continuous thirty (30) minutes.
- The first formal observation shall be completed by the end of first semester, unless extenuating circumstances exist.
- There shall be at least twenty-one (21) calendar days between each formal observation.
- If after the second observation, there is a Performance Deficiency in a teacher's performance and the District anticipates taking adverse personnel action, a minimum of one (1) additional observation shall be conducted.
- A teacher may request a formal observation at any time, in addition to those required.

- A pre-observation conference between the Credentialed Evaluator and teacher may be held at any time within the five (5) work days preceding each formal observation to review the content of the Teaching Pre-Observation Form, Appendix Q-1.
- A post-observation conference between the Credentialed Evaluator and teacher shall be held within the ten (10) work days following each formal observation, unless extenuating circumstances exist, to review the content of the Teaching Post-Observation Conference Form, Appendix Q-2. The teacher will provide the post-observation form to the Credentialed Evaluator at least 24-hours prior to the post-observation conference.
- At the post-observation conference, the Credentialed Evaluator and teacher will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form, see Appendix Q-4 that the Credentialed Evaluator brings to the post-observation conference.

(c) Walkthrough / Informal Observation

- A walkthrough /informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator.
- The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.
- A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than six (6) walkthroughs per Teacher Performance Cycle, unless additional are requested by the teacher.
- Within two work days of completing the walkthrough, the evaluator shall provide the teacher a copy of the Walkthrough/Informal Observation Data Form, Appendix Q. If the teacher requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

iii. Calculating Teacher Performance Rating

The Teacher Performance Rating used in the Final Summative Rating shall be calculated in the following manner. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as one (1) for Ineffective; two (2) for Developing; three (3) for Skilled; and four (4) for Accomplished.

An average will be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (10) (Sum of PC ÷ 10). The Teacher Performance Rating will be assigned as follows:

1 – 1.5 =	Ineffective Teacher Performance Rating
Greater than 1.5 to 2.3 =	Developing Teacher Performance Rating
Greater than 2.3 to 3.0 =	Skilled Teacher Performance Rating
Greater than 3.0 =	Accomplished Teacher Performance Rating

f. Student Growth Evaluation Component

i. General Principles

- (a) The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.
- (b) There shall be an Elementary Student Growth Committee and a Middle/High School Student Growth Committee.
- (c) For Category A1 and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the Superintendent or his/her designee no later than the last Friday in April, unless another date is denoted by the Superintendent.
- (d) For Category A2 teachers, the teacher shall have the opportunity to review the percentage of reading/math the teacher teaches proportionate to his/her individual schedule.

- (e) For the 2013-2014 school year, Appendix K-1 of the OTES Board Policy shall be replaced with the following District Student Growth Measurement Index:

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO / Other	Shared Attribution	
A1	26%			24%	50%
A2	Up to 26% proportionate to schedule			Remainder of percentage bringing to 50% total	50%
B *There are no B teachers for the 2013-2014 school year		30%	10%	10%	50%
C				50%	50%

- ii. Student Growth Measure Process for Category A2, B and C teachers
- (a) Category B teachers will receive information and/or training regarding vendor assessments utilized to identify their Student Growth Measure.
  - (b) These teachers will receive information and training regarding SLO's.
  - (c) During the 2013-2014 school year, the District will provide SLO training to these teachers. By the second Friday in January, the Student Growth Committees will determine for the 2013-2014 school year a timeline for these teachers to develop SLOs (which includes a submission, review, resubmission deadline for the SLO, SLO scoring template and SLO numerical rating notices) and will define the SLO interval of instruction. The SLO for the 2013-2014 school year shall not be used as a Student Growth Measure for the evaluation, as it is intended to familiarize teachers and the Student Growth Committees with the SLO process.
  - (d) Beginning the 2014-2015 school year, these teachers will complete the SLO template and checklist (Appendix P) to

construct Student Growth Measures and submit it to the appropriate Student Growth Committee no later than the third Monday of September.

- (e) A teacher whose SLO is rejected by his/her Student Growth Committee shall have ten (10) calendar days to correct and resubmit the SLO.
- (f) Each of these teachers shall submit the SLO scoring template with the numerical rating to the appropriate Student Growth Committee by the third Monday in April.
- (g) Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

iii. Elementary Student Growth Committee & Middle/High School Student Growth Committee

- (a) During the 2013-2014 school year, each committee shall:
  - 1) Complete its obligations under section ii(c) Student Growth Measure Process for Category A2, B and C teachers.
  - 2) Review the District Student Growth Measurement Index in section (e)(i)(f) and make a recommendation to the JEDC by the second Monday in May, 2014, regarding the percentages and/or default percentages to be utilized for the 2014-2015 school year for Category A1, A2, B and C teachers.
  - 3) Beginning with the 2014-2015 school year, by the second Monday of October, the committee shall review all submitted SLOs and notify each teacher whether the submitted SLO was approved or rejected.

The committee, or a designated member(s), shall work with any teacher whose SLO has been rejected to finalize the SLO.
  - 4) Each Student Growth Committee will review and approve the SLO scoring template numerical ratings and forward them to the Superintendent by the

second Friday in May, unless another date is denoted by the Superintendent.

- 5) The default percentage ascribed for a Category B teacher or group of these teachers may be overridden on an individualized basis so long as the teacher/group notifies his/her Student Growth Committee by the third Monday of September of the request and provides rationale. The committee shall review the matter and make a recommendation to the Superintendent by the second Monday of October regarding the request. The Superintendent shall determine whether to grant the individual override.
- 6) In regard to SLOs, if a teacher has a large student population that causes data collection to be unnecessarily arduous, that teacher may request his/her Student Growth Committee to review the situation and identify those required courses to be used for his/her SLOs. Should the SLOs still be unnecessarily arduous, then focus should be on those courses with the highest number of student enrollment for the teacher's recommended number of SLOs. All efforts will be made to achieve comparability and consistency among teachers across subjects and grade levels regarding the number of SLOs.
- 7) For the 2014-2015 school year, the JEDC will review and/or make a recommendation(s) on the issues of (a) student absence in regard to how absence will affect inclusion of the student for value-added and for SLOs; and/or (b) how to handle the evaluation of a teacher on an approved leave of absence; and/or (c) how to handle the evaluation of a teacher who has transferred to teaching a different grade level or course of instruction; and/or (d) how to handle assignment of teacher of record, inclusive of assigned percentages, for co-teachers.

g. Finalization of Evaluation

A final summative rating of teacher effectiveness form (Appendix Q-5) will be completed, signed by the evaluator and provided to the teacher in a meeting to be held no later than the tenth day of May. The teacher should sign the final summative rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the

teacher's signature should not be construed as evidence that the teacher agrees with its contents. The teacher shall sign the final summative rating of teacher performance upon meeting with the evaluator. The evaluator shall send a copy of the final summative rating of teacher effectiveness form to the Superintendent upon securing the teacher's signature.

Within ten (10) calendar days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher's personnel file.

Each teacher shall have the opportunity to review the teacher performance score and SGM rating in order to ensure accuracy in reporting. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

h. Professional Growth & Improvement Plans

i. Professional Growth Plan

Beginning with the 2014-2015 school year, each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with credentialed evaluator) for teachers with an expected level of student growth. The Professional Growth Plan shall include:

- (a) Identification of area(s) for future professional growth
- (b) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice
- (c) Outcomes that will enable the teacher to increase student learning and achievement

ii. Improvement Plan

- (a) The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.

- (b) The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher performance deficiency identified after an observation using the OTES Improvement Plan Form, Appendix O. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.
- (c) If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
- (d) An Improvement Plan shall include:
  - 1) Identification of the specific areas for improvement of performance deficiencies and/or student growth
  - 2) Identification of the specific expectations for each area of improvement that has been identified
  - 3) Specify the developmental level of performance the teacher is expected to improve and the timeline to correct performance deficiencies
  - 4) Allows a sufficient time to allow remediation of the performance deficiencies
  - 5) Identification of guidance and support needed to help the teacher improve
  - 6) The Credentialed Evaluator, with input from the teacher to be placed on an Improvement Plan, shall identify a support teacher (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator)
  - 7) Identification of additional education or professional development needed to improve identified areas
  - 8) Identification of release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's best practices and/or release time of the support teacher to provide direct mentoring activities, which shall be coordinated by the building administrator – planning time of

teachers shall not be used for direct mentoring activities, unless the teachers choose to do so

- (e) An Improvement Plan based on Ineffective teacher rating will be revisited in at least 28 calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan.

A copy of the Improvement Plan form is in Appendix O.

i. Protections

- (a) A support teacher shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.
- (b) All interaction, written or oral, between a support teacher and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher shall be cause for his/her removal in his/her role as a support teacher by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher shall not be grievable by the support teacher.
- (c) No support teacher shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.
- (d) At any time and without need of specifics, the support teacher or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher or the supported bargaining unit member and shall occur without prejudice or judgment to either person. A teacher may be excused from serving as a support teacher for any school year, or part thereof, upon approval from either the Superintendent or his/her designee.

j. Working with Student Teachers

- i. A teacher who accepts a student teacher(s) will still have his/her student growth measure reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year.
- ii. In cases where no teachers volunteer, the District may assign an A1 or A2 teacher with an accomplished rating or a B or C teacher rated skilled or above a student teacher.

- (a) The District may not assign a teacher more than one student teacher in one school year.
- (b) (ii) The District may not assign a teacher a student teacher more than 1 time every 3 school years.

2. Non-OTES Teacher Evaluation

All bargaining unit members not covered by the OTES Teacher Evaluation shall be evaluated using the forms contained in Appendices R, R-1, R-2, R-3, and R-4.

[Note: This language in this note does not get included in the contract and is for reference purposes: the Appendices to be filled in are those in Appendices F, G, H, I, J, and K of the labor contract in effect through August 31, 2013.]

The JEDC shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) as set forth in Section 7, Article E, Section 3.

3. Joint Evaluation Development Committee

There shall be a Joint Evaluation Development Committee ("JEDC"), which shall be comprised of a Union team and Board team, each having an equal number of no more than five (5) people per team. The JEDC shall review its established ground rules annually. The JEDC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings.

The JEDC is responsible for:

- i. Reviewing the OTES and non-OTES evaluation procedures and instruments.
- ii. Annually reviewing and making a recommendation on the District Student Growth Measurement Index.
- iii. Consulting with the Elementary Student Growth Committee and/or Middle/High School Student Growth Committee.
- iv. Making recommendations as set forth throughout Article E titled Evaluations.
- v. Defining the term "month" for purposes of Teacher Student Data Linkage.

Any recommendations made by the JEDC shall be sent to the Union Executive Committee and the Superintendent. Any JEDC recommendations, or mutually

agreed upon modifications thereto, that would modify any provision of Article E titled *Evaluations* may be implemented provided the Union Executive Committee and Superintendent agree. If the Union Executive Committee and Superintendent do not agree on a JEDC recommendation, they shall meet with a FMCS mediator to explore an agreed resolution, which may then be implemented. Should the Union Executive Committee and Superintendent continue to disagree with a JEDC recommendation after mediation, the Board of Education shall consider the JEDC recommendation in executive session, allowing both the Union Executive Committee and the Superintendent to present their respective positions. The Board of Education may adopt or reject the JEDC recommendation, as may have been modified through agreement by the Union Executive Committee and Superintendent. The step of this review process involving the Board of Education shall be in place during the term of this Agreement.

4. Supervision – Notice of Concern for non-OTES and supplementals

A Notice of Concern (Appendix R-4) will be used to point out problems and deficiencies with goals and objectives listed to improve performance. A Notice of Concern shall not be issued until the supervisor has held a conference with the employee.

ARTICLE F – RESIDENT EDUCATOR MENTORING PROGRAM

The Board shall provide a Resident Educator Mentoring Program as required by the state law. In the event the Resident Educator Mentoring Program (“REMP”) is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

The Mentor Teacher and Resident Educator shall be granted a maximum of four (4) days release time to perform his/her REMF duties. This release time may be taken in one-half (½) or full day increments. The Superintendent or his/her designee shall coordinate providing the release time required.

A mentor teacher shall receive a stipend as follows for all mentoring responsibilities carried out before or after the regular teacher work day:

- i. Year One of mentoring: \$1,000.00
- ii. Year Two of mentoring: \$500.00
- iii. Year Three of mentoring: \$250.00
- iv. Year Four of mentoring: \$250.00

This stipend will be paid in the first payroll in June, either in full for the full year, or proportionate to the time one served as a mentor for the school year. Resident educators are not entitled to the mentor teacher stipend.

All efforts will be made for mentors to attend free REMP mentor training sessions through the ODE, ESC or other approved agencies. The District shall cover training fees for mentors attending mandatory ODE State mentor training.

The following REMP requirements will remain in place, unless otherwise provided by law:

- 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.
- Mentor Teachers shall not participate in the evaluation of any Resident Educator.
- No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.
- At any time, either Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

## ARTICLE G – ASSIGNMENT, TRANSFERS AND VACANCIES

### 1. Vacancies

All vacancies, including supplemental shall be defined as any position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a retirement, termination, resignation, or death.
- b. An employee's contract was non-renewed.
- c. An employee's transfer to another bargaining unit position.
- d. An employee's assuming a non-bargaining unit position.
- e. The creation of a new bargaining unit position.

### 2. Posting of a Vacancy Notice

- a. The vacancy notice shall be posted within five (5) work days after the Superintendent has determined that the vacancy is to be filled. Vacancies shall be posted on the district website during the summer months and when school is not in session.

- b. During the school year, the vacancy notice shall be posted openly at the designated locations in each building in which members are assigned and a copy sent to the Union President and mailed to employees not scheduled to work during the posting period.
- c. The vacancy notice shall include: the position title, entry level qualifications, licensing, and/or certification; description of the position's duties; date of initial posting; last date to apply for the position and who the applicant can contact for additional information.
- d. The posting period shall be five (5) workdays, except for cases of urgent necessity or for resignations submitted after July 10, in which case the posting period shall be five (5) calendar days.

3. Filling of a Vacancy

- a. The assignment of bargaining unit members and their transfers to positions in the various schools and departments of the district shall be made by the Superintendent.
- b. A current employee wishing to be considered for a posted vacancy for which he is qualified shall submit a letter of interest and resume that highlights his qualifications to the superintendent or his designee during the allotted time for accepting applications. The current employee will be included in the final list of the applicants and afforded the opportunity to be interviewed by the superintendent/designee or selection committee along with other top applicants for the position.
- c. A vacant position shall be filled within thirty (30) days after posting, if possible. Should the vacancy remain unfilled after thirty (30) days, the vacancy shall be posted externally.

4. Transfer

- a. If a bargaining unit member desires a transfer to another position or building, requests must be submitted to the Superintendent and shall be placed on file for one (1) year. Said requests may be renewed annually.
- b. When the Superintendent/designee is considering the transfer of a teacher from one building to another, he shall advise the affected teacher of his intentions. A teacher not wishing to be transferred must advise the Superintendent/designee of the objection within five (5) working days of the notice of intended transfer. The teacher will be given the opportunity to meet with the Superintendent/ designee to discuss the objections.
- c. No teacher with twenty-five (25) years of teaching experience shall be transferred involuntarily from their grade level or subject area.

- d. If any two bargaining unit members desire to switch positions for a school year, such a switch may be allowed after discussion with the building principals involved and approval by the Superintendent.

#### ARTICLE H – STUDENT HANDBOOK REVIEW

Prior to modifying provisions of each building Student Handbook that affect terms and conditions of the bargaining unit, the Superintendent or his/her designee will meet with the Union Executive Committee through labor management for meaningful input.

#### ARTICLE I – TEACHER LIMITED CONTRACTS

1. Teachers new to the district and those reemployed at the end of their current contract, but not eligible for continuing contract status, shall receive limited contracts in the following sequence (one hundred twenty [120] paid status days constitutes a year):

First Contract – One (1) Year Limited

Second Contract – One (1) Year Limited

Third Contract - One Year (1) Limited

Fourth Contract – Three (3) Year Limited

Fifth Contract – Five (5) Year Limited and thereafter

2. A teacher becoming eligible for a continuing contract during the term of a limited contract, shall be granted continuing contract status upon meeting all requirements of the Ohio Revised Code when the Board makes the next regular issuance of contracts.
3. The Board of Education may grant a limited contract of less than outlined in paragraph 1 above when, through the supervision process, a problem has been identified.
4. When the Superintendent intends to recommend nonrenewal of a teacher's contract, he shall so notify the teacher at least ten (10) days in advance of the Board meeting at which action will be taken. If the teacher requests, the Superintendent shall advise the teacher of the reasons for the recommendation. The teacher shall, on request, be given a chance to meet with the Board in executive session, provided the teacher must notify the Treasurer of his/her intent to appear at least twenty-four (24) hours before the Board meeting. The teacher may be accompanied by a representative of his/her choice at the executive session. If the Board votes to non-renew a teacher's contract, the teacher shall be advised of the reasons. (When appropriate, a simple confirmation of the reasons proffered by the Superintendent will suffice.) Nothing in this contract shall in any way restrict the Board's statutory right to make the

final determination on renewal and nonrenewal of limited contracts and nothing in this contract shall be construed to create a right to review the Board's nonrenewal decision in any forum. The evaluation, contracting and non-renewal procedures contained in this agreement are the sole procedures utilized by this district and supersede and cancel the evaluation, contracting, and non-renewal procedures set forth in O.R.C §3319.11 and §3319.111.

#### ARTICLE J – PLANNING PERIODS

1. Each secondary school teacher shall be granted one (1) planning period per day. Such periods shall be scheduled during the regular school day while students are in session.
2. Each elementary school teacher shall be granted two hundred (200) minutes planning time per week during the regular seven and one-half (7½) hour work day, at least one hundred fifty (150) minutes of which shall be in thirty (30) minute blocks.
3. Teachers shall not be required to give up planning periods to fill in for absent classroom teachers.
4. In the case when there is not a substitute for an absent elementary (Kindergarten through Grade Six) art, music, or physical education teacher, if the regular classroom teacher is required to teach a class because no substitute is available, a stipend of twenty-five dollars (\$25.00) will be paid to the regular classroom teacher. Teachers in Grades Seven through Twelve may volunteer to substitute during their planning period when a substitute is not available and will be paid a stipend of twenty-five dollars (\$25.00) for that period. All payments to teachers under this Article will be paid upon presentation and approval of an employee time sheet to and by the building supervisor and the Treasurer. Schedule of payment will be determined by the Treasurer.

#### ARTICLE K – CLASS SIZE

The Board and the Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, educational curricular considerations, and recommendations under Section 4 herein.
2. The pupil-classroom teacher ratio shall meet or exceed the state minimum standards. The pupil-classroom teacher ratio shall be maintained as described and calculated per O.R.C. §3317.023.

3. Efforts will be made to maintain an even distribution of students in like classrooms. However, the association recognizes that the administration may not be able to maintain equal class size and therefore the final distribution and assignment of students rest with the administration.
4. The Building Leadership Team (“BLT”) at each building will meet to review the preliminary electronic student scheduling for the upcoming school year, once it becomes available. Each BLT will make recommendations to the Superintendent or his/her designee regarding facility limitations, student population considerations, or other appropriate variables to be considered prior to the Superintendent or his/her designee finalizing the student schedules over the summer months. No later than the second Friday in September, each BLT will review the final student schedules and make recommendations to the Superintendent or his/her designee on suggested student schedule changes, including the associated rationale.

#### ARTICLE L – PLACEMENT IN SPECIAL PROGRAMS

1. The special education supervisor will try to schedule the IEP meetings so that teachers whose duties would be impacted by the IEP will have the opportunity to participate. The teacher can also request a meeting with the special education supervisor and the building administrator to review the IEP placement of the student. If the Building Administrator believes a change in placement might be in order after this informal review has been conducted, he/she will reconvene the IEP team to review the placement and/or the IEP.
2. Teachers shall not be asked or required to perform medical procedures.
3. Support services as identified in the IEP will be provided.
4. Staff development programs for employees will be made available on an annual basis regarding the subject of special needs students.
5. Efforts shall be made to equalize student placement in regular education classes.
6. Bargaining Unit Members shall be informed within the first two weeks of school of special student placement.

#### ARTICLE M – OTHER SERVICES

The Board shall not ask or require that any bargaining unit member, except the school nurse, to perform health services such as catheterization, tube suctioning, diapering, routine administration of medications (for example: Insulin or Ritalin) or monitoring medical support systems and shall otherwise cease and desist from assigning any such duties to bargaining unit members. Nor shall any bargaining unit member be required to perform janitorial services.

## ARTICLE N – CEA PRESIDENT AND SUPERINTENDENT CONSULTATION

Upon request of either party, officials will meet for informal discussion relative to important school matters

## ARTICLE O – CALAMITY DAY

1. Bargaining unit members shall not be required to report to work when the school(s) are officially closed by the Superintendent due to a calamity. However, all calamity days above the state allocation shall be made up as either regular student days or professional development/in-service days.
2. Plan for Alternative Make-up Calamity Days
  - a. Any Alternative Make-up Calamity Day plan submitted to the state shall have the written consent of the Association. Such consent shall be on file in the official file of the board of education.
  - b. Not later than November 1 of any year in which the Alternative Make-up Calamity Day plan has been submitted and approved by the state, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring an amount of time equal to or greater than the amount of instructional time the student would receive for three (3) school days in such teacher's class.
  - c. The teacher shall designate the order in which the lessons are to be completed on the district's web portal or web site.
  - d. Teachers will update or replace such lessons as deemed necessary by each individual teacher throughout the school year based on the instructional progress of students.
  - e. As soon as practicable, but no later than three (3) days after announced school closure in excess of the number of days permitted under §3313.48, staff members shall notify students of the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
  - f. Each student enrolled in a course for which a lesson is posted shall be granted a two (2)-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade for that assignment.
  - g. Students without access to a computer will be granted two (2) weeks from the date of reopening to complete such lessons. The district will provide access to district computers before, during, and after the school day or may provide a substantially similar paper lesson in order for the student to complete the assignments. If the student does not complete the

assignment within the time period, the student will receive an incomplete or failing grade for that assignment.

- h. Upon request of the student, the teacher shall prepare and distribute “blizzard bags” paper copies approximating the content of the online lesson. Students shall submit completed lessons to the teachers assigning such lessons not later than two (2) weeks after the date of the lesson assigned due to a school closing in excess of the number of days permitted under §3313.48.
- i. Lesson plan content/development related to Alternative Make-up Calamity Days will not be used in a bargaining unit member’s evaluation.
- j. Classroom teachers and non-teaching certified/licensed bargaining unit members will be granted one(1) professional development day to create lesson plans under this section. The professional development day will take place on a mutually agreed upon date as described in the board adopted school calendar.
- k. If a teacher is assigned to supervise students before or after the student day to complete assignments under this section, the teacher will be compensated twenty dollars (\$20.00) per hour. No teacher shall be assigned to do work related to this provision during his/her planning/grading conference time. Nothing in this provision prevents the Principal from assigning students who need to complete assignments under this section to teachers covering study halls, advisory periods, in-school suspension, or before or after school detention.

#### ARTICLE P – CARROLLTON PROFESSIONAL DEVELOPMENT COMMITTEE

The Carrollton Professional Development Committee (CPDC), operating under the requirements of SB 230; OAC 3301-24-08 and policies and bylaws established by the Carrollton Exempted Village Schools Board of Education, will review all certificate license renewal applications for all certified employees. The CPDC is the official body through which Carrollton Exempted Village School District certificated/licensed employees must seek credential renewal.

#### ARTICLE Q – PERSONNEL FILES

Employees shall have the opportunity to read any and all material in their personnel file. The employee shall not remove anything from the file, but may request copies of such materials at current costs. Anonymous letters of materials shall not be placed in an employee’s file.

Each appendix and form referenced in this Tentative Agreement are attached and incorporated herein.

## SECTION EIGHT

### BENEFITS

#### ARTICLE A – HEALTH CARE COVERAGE

The Board shall contract for and provide health care coverage, major medical coverage, prescription coverage and dental coverage, family or single, as appropriate, for eligible/participating certified/licensed employees.

All eligible/participating employees shall be on the plan outlined in Appendix D and E and will pay the following monthly contributions:

Family plan: One hundred dollars (\$100.00) per month

Single plan: Fifty dollars (\$50.00) per month

Monthly contributions shall be payroll-deducted equally over two (2) pays, when practical, with no deductions should there be a third (3<sup>rd</sup>) pay in any given month.

Refer to the Schedule of Benefits for the Carrollton Exempted Village School District New Plan as outlined in Appendix D and E. For complete health care coverage benefits, see the Carrollton Exempted Village School District Health Benefit Plan booklet. The plan selected by the Board will provide substantially the same or better coverage as described in the plan booklet and Appendix D and E.

The Board shall offer employees a vision plan through a carrier within one hundred twenty (120) calendar days of ratification of this agreement. Once created, a Schedule of Vision Benefits will be generated and added as an appendix to the labor contract. Participation in the vision plan will be optional for the employee, with the employee being responsible for paying the full monthly premium charged to the Board. The Board will take steps to allow employees to use pre-tax dollars towards the vision plan premium beginning no later than December 31, 2014.

In order to continue on group insurance coverage during an approved Board leave of absence, the employee must pay the Treasurer by payroll deduction OR by the 20th of each month, for the following month, the full cost of the employee's monthly premium for the coverages. Failure to timely pay the employee's portion either through payroll deduction or by the 20th of each month for the following month will result in cancellation of coverage and notification of continuation rights under COBRA.

The Board of Education will follow all federal health care mandates. Any modifications to Section Eight that require a 60-day wait period under federal law prior to implementation will take effect 60-days after adoption of this Agreement by the Board.

## ARTICLE B – LIFE INSURANCE

The Board of Education shall provide all full-time certified employees, who have not reached their seventieth (70<sup>th</sup>) birth date, a forty-five thousand dollar (\$45,000.00) term life insurance policy with double indemnity for accidental death and dismemberment.

For those certified employees who are seventy (70) years of age or older, the Board of Education shall provide five thousand dollars (\$5,000.00) term life insurance with double indemnity for accidental death and dismemberment.

If the foregoing coverage is unavailable for those individuals aged sixty-five and over (65+), the necessary adjustments will be made to coincide with the company's policy.

## ARTICLE C – HEALTH CARE/LIFE INSURANCE COVERAGE WHILE ON AN APPROVED LEAVE OF ABSENCE

Teachers on approved leaves of absence shall be permitted to continue participation in the health care coverage, prescription coverage, dental coverage and life insurance plans provided teachers by paying to the Treasurer by the twentieth (20<sup>th</sup>) of each month for the following month, the full cost of premiums for such coverage.

## ARTICLE D – HEALTH CARE COVERAGE COMMITTEE

Health Care Coverage Committee shall be comprised of three (3) representatives of each party (CEA and the Board) and will review health care coverage information and explore alternatives to provide cost savings measures.

# **SECTION NINE**

## **COMPENSATION**

### ARTICLE A – SALARY SCHEDULES

Teachers shall be paid in accordance with the salary schedule attached hereto as Appendix A.

Effective the first day of each employee's 2013-2014 school year, each bargaining unit member eligible for a step increase shall be paid at one step higher than he/she was on as of the employee's last work day of the 2012-2013 school year. Each employee's paycheck shall be adjusted no later than thirty (30) days after adoption of this contract by the Board to reflect his/her correct annual salary with the step increase spread over the remaining pays. Any member who is not eligible for a step increase for the 2013-2014 school year will receive a one (1)-time six hundred dollar (\$600.00) payment within thirty (30) days of adoption of this contract by the Board, which amount will not be included in his/her base salary.

Effective the first day of each employee's 2014-2015 school year contract, each bargaining unit member eligible for a step increase shall be paid at one (1) step higher than he/she was on as of the employee's last work day of the 2013-2014 school year.

Any member who is not eligible for a step increase for the 2014-2015 school year will receive a one (1)-time six hundred dollar (\$600.00) payment on the payday immediately preceding Thanksgiving, which amount will not be included in his/her base salary.

#### ARTICLE B – PAY SCHEDULE

Pay will be received in bi-weekly equal installments to be paid on alternate Fridays, unless the District moves to a twenty-four (24)-pay period.

The District may move from a bi-weekly equal installment pay period to a twenty-four (24)-pay period no earlier than the 2013-2014 school year provided: (a) the District notifies all bargaining unit members by July 1 that the move to a twenty-four (24)-pay period will occur the first (1<sup>st</sup>) pay period of the upcoming school year; (b) the move to a twenty-four (24)-pay period is made for all District employees during the same fiscal year and (c) the move to a twenty-four (24)-pay period is made the first (1<sup>st</sup>) pay period of that particular school year.

Direct Deposit shall be required for all bargaining unit members.

#### ARTICLE C – SUPPLEMENTAL POSITIONS

1. Pay for extra duty assignments shall be governed by the policy attached hereto as Appendix B. Recommendation of the number of supplemental positions for a school year will be made by the Superintendent to the Board after input by the Labor Management Committee, with the Board making the final determinations.
2. If problems or deficiencies arise during the course of a supplemental contract, the Building Principal shall issue a Notice of Concern (Appendix R-4). A Notice of Concern shall not be issued until the Building Principal has held a conference with the employee.
3. All supplemental contracts will expire at the end of their annual term with no further notice from the Board of Education and be posted in accordance with Section Seven, Article G.
4. Changes in the job description that would require a change in salary shall be negotiated between the CEA and the Board of Education. In the case of athletics, the recommendation of the head coach of the sport and the athletic director will be considered.
5. If a new job is created, the superintendent, principal and athletic director (if a sport) will make a recommendation to the Board of Education concerning job description and salary, which shall then be negotiated between the CEA and the Board of Education.
6. Any salaries of less than three thousand dollars (\$3,000) shall be paid in a lump sum at the end of the season of performance.

7. Bargaining unit members interested in filling a posted supplemental position must submit a supplemental application within five (5) days of the posting in order to be considered for the position.
8. Should a supplemental position not be filled by the Board within thirty (30) days of the close of the posting for that position, the supplemental position shall be reposted pursuant to Section Seven, Article G and externally.
9. Bargaining unit members with applications for supplemental positions on file with the District shall be given consideration and an interview for those supplemental positions. In accordance with the procedures outlined in O.R.C. 3313.53, qualified bargaining unit members will be given preference over qualified non-bargaining unit members.
10. If at all possible, a coach may hold only one (1) athletic position during a season.

#### ARTICLE D – SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

##### Eligibility

An employee's eligibility for severance pay shall be determined as follows:

1. The individual retires from the school system.
2. Retirement-disability or service retirement under any state or municipal retirement system in Ohio.
3. The individual must retire within one hundred twenty (120) days of the last contracted work day of the employee.
4. Must sign a form for severance check certifying all eligibility criteria have been met. (Appendix S).

##### Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued sick leave by thirty percent (30%).
2. Multiplying the product times the per diem rate of pay appropriate for the individual's placement on the base salary schedule.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of sixty (60) days of accrued but unused sick leave. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

## ARTICLE E – TUITION REIMBURSEMENT

1. Tuition reimbursement will total eighty thousand dollars \*(\$80,000) and be divided equally among the two (2) years of this contract.
  - a. For the 2013-2014 school year, there will be a partial moratorium on tuition reimbursement that will restrict the available tuition reimbursement available under Article E paragraph 1 to fifteen thousand dollars (\$15,000.00). The District will use the remaining \$25,000 that would have otherwise been available for tuition reimbursement to fund the one-time payment under Section 9 Article A to teachers who are not eligible for a step increase. This paragraph will be removed at the expiration of this labor contract for purposes of negotiating over a successor agreement.
  - b. For the 2014-2015 school year, there will be a full moratorium on tuition reimbursement and all forty thousand dollars (\$40,000.00) that would have otherwise been available for tuition reimbursement will be used by the District to fund the one (1)-time payment under Section 9 Article A to teachers who are not eligible for a step increase. This paragraph will be removed at the expiration of this labor contract for purposes of negotiating over a successor agreement.
2. Any unreimbursed amounts are not to be forwarded to the next year. Nor will any unreimbursed amounts from the prior contract be covered. Upon expiration of this agreement, no reimbursement will be provided in future contracts for members who do not receive reimbursement to this provision.
3. Prior approval by the Superintendent or their designee must be received to benefit from this provision.
4. All transcripts and approval forms for the period of June 1, 2013 through May 31, 2014 must be turned in to the CEA tuition reimbursement committee by August 15, 2014.
5. A Career Incentive Program shall be implemented for the purpose of creating a pool of certified staff members for possible promotions within the Carrollton Exempted Village School District. The areas of concern shall be identified as, but not limited to such areas as, school guidance counselor, speech and language specialist, school psychologist, gifted and talented teacher and coordinator, special education coordinator, technology administration, administration and superintendent, or any additional areas at the discretion of the Superintendent
6. The CPDC (Carrollton Professional Development Committee) will generate a list of certified staff who qualify for reimbursement based upon qualifications of completed course work for the current year. Reimbursement will be an equal share of all approved course work applications of the ninety percent (90%) of the negotiated annual amount, with an additional incentive of the ten percent (10%)

set aside for the Career Incentive Program. If the ten percent (10%) incentive portion is not used, this amount will then be shared equally between all parties in the approved course work through the CPDC. Reimbursement will not be retroactive to previous course work for which an applicant has already received payment.

7. Reimbursement shall not exceed the amount paid by the certificated employee.
8. Any monies available for tuition reimbursement that are not disbursed at the August meeting of the tuition reimbursement committee will be transferred to the next year. Any money not disbursed by August 31, 2015 will not be carried over to the next negotiated agreement.
9. Professional growth hours will not be reimbursed for teachers that are not returning to the District in the subsequent school year.
10. Reading Endorsement Assessment Teachers who successfully pass the state approved Reading Endorsement Assessment will be reimbursed the full cost of assessment.

#### ARTICLE F – PAYROLL DEDUCTION

An alphabetized list of Association members requesting payroll deductions for union dues signed by the CEA President and Treasurer will be submitted to the Treasurer by the CEA no later than September 30 of each year. The list shall consist of name, annual dues and per pay deductions (annual amount divided by twenty [20] pays).

Dues will be deducted November through August of the following year and bi-weekly payments will be made to the Carrollton Education Association/OEA/NEA.

Voluntary deductions will be forwarded each pay unless the receiving company refuses payments less than monthly. Requests for deductions will be accepted throughout the year with a maximum of two (2) changes per year. Note: No voluntary deductions are withheld when a third pay occurs in the month.

#### ARTICLE G – MILEAGE POLICY

A certificated employee required to travel building to building during the school day for school business shall be reimbursed at current IRS rates. Other trips will be reimbursed at sixty percent (60%) of current IRS rate.

Carrollton Campus to Early Childhood Center	2 miles
Carrollton Campus to Carroll Hills MRDD Center	3 miles
Augusta to Carroll Hills MRDD Center	7 miles
Carrollton Campus or Early Childhood Center to Augusta	10 miles

Augusta to Carrollton Campus or Early Childhood Center	10 miles
Carrollton Campus or Early Childhood Center to Dellroy	10 miles
Dellroy to Carrollton Campus or Early Childhood Center	10 miles
Dellroy to Carroll Hills MRDD Center	13 miles
Augusta to Dellroy/Dellroy to Augusta	20 miles
Carrollton Campus to Buckeye Career Center	30 miles

If a transient teacher is assigned to a building for an entire day, no mileage will be paid. If a transient teacher goes from building to building during the day, the transient teacher will be reimbursed only for the miles between the buildings. Vocational teachers will be limited to that amount of mileage as designated by the State Department of Education, Vocational Division. Teachers are required to submit to the treasurer mileage reimbursement forms by the last work day of each month or the mileage claim may be disallowed.

ARTICLE H – SALARY REDUCTION PICK-UP OF EMPLOYEE STRS CONTRIBUTION

The Board will implement the "pick-up" of the teacher required contributions of the State Teachers Retirement System (STRS) and the Treasurer is hereby authorized, effective not later than September 1, 1986 to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment to such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as a deferred salary from the contract salary otherwise payable to such teacher in cash.

An addendum shall be added to each teacher's contract which states (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay, and deduct rate shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.

The Board's total combined expenditures for each teacher's total contract salary payable pursuant hereto (including pick-up amounts), and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components shall not exceed the teacher's contract salary provided in the Salary Schedule.

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the pick-up.

The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the parties' understanding that federal and Ohio income tax laws and regulations presently require the Board to report as an employee's gross income his total annual salary less the amount of the pick-up.

**SECTION TEN**  
**GENERAL AGREEMENT**

The terms of this Agreement shall be from September 1, 2013 through June 30, 2015.

This Agreement contained herein represents the entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether oral or written, unless expressly stated to the contrary.

No later than sixty (60) days subsequent to the execution of this Agreement, copies of this Agreement shall be accurately printed by the Board. The Board shall furnish twenty-five (25) additional copies to the Association for its use. Copies of the Agreement will be distributed to CEA members by the CEA.

This agreement will comply with Ohio Revised Code §3302.064 so long as the law is in full force and effect.

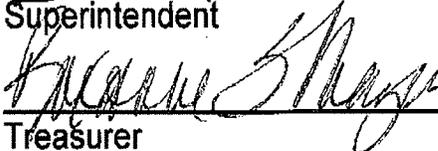
IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

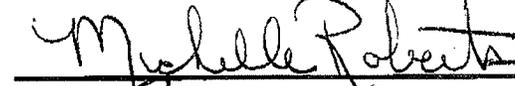
**FOR THE BOARD**

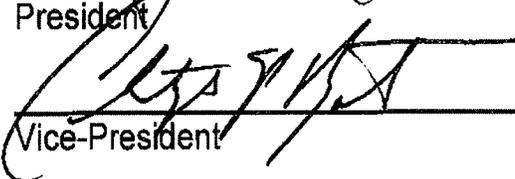
**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

\_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE 2013-2014 & 2014-2015**

<u>YRS EXP</u>	<u>NON- DEGREE</u>	<u>BACHELORS</u>	<u>5 YEARS</u>	<u>MASTERS</u>	<u>MASTERS +20</u>	
0	26,722	30,892	32,128	33,981	35,835	yearly
	0.865	1.000	1.040	1.100	1.160	index
	145.23	167.89	174.61	184.68	194.75	daily
1	27,803	32,746	33,981	35,989	37,843	yearly
	0.900	1.060	1.100	1.165	1.225	index
	151.10	177.96	184.68	195.59	205.67	daily
2	28,884	34,599	35,835	37,997	39,851	yearly
	0.935	1.120	1.160	1.230	1.290	index
	156.98	188.04	194.75	206.51	216.58	daily
3	29,965	36,453	37,688	40,005	41,859	yearly
	0.970	1.180	1.220	1.295	1.355	index
	162.85	198.11	204.83	217.42	227.49	daily
4	31,046	38,306	39,542	42,013	43,867	yearly
	1.005	1.240	1.280	1.360	1.420	index
	168.73	208.19	214.90	228.33	238.41	daily
5	32,128	40,160	41,395	44,021	45,875	yearly
	1.040	1.300	1.340	1.425	1.485	index
	174.61	218.26	224.97	239.25	249.32	daily
6	32,900	42,013	43,249	46,029	47,883	yearly
	1.065	1.360	1.400	1.490	1.550	index
	178.80	228.33	235.05	250.16	260.23	daily
7	33,672	43,867	45,102	48,037	49,891	yearly
	1.090	1.420	1.460	1.555	1.615	index
	183.00	238.41	245.12	261.07	271.14	daily
8	34,445	45,720	46,956	50,045	51,899	yearly
	1.115	1.480	1.520	1.620	1.680	index
	187.20	248.48	255.19	271.98	282.06	daily
9	35,217	47,574	48,809	52,053	53,907	yearly
	1.140	1.540	1.580	1.685	1.745	index
	191.40	258.55	265.27	282.90	292.97	daily
10	35,989	49,427	50,663	54,061	55,915	yearly
	1.165	1.600	1.640	1.750	1.810	index
	195.59	268.63	275.34	293.81	303.88	daily
11	36,761	51,281	52,516	56,069	57,923	yearly
	1.190	1.660	1.700	1.815	1.875	index
	199.79	278.70	285.42	304.72	314.80	daily
12	37,534	53,134	54,370	58,077	59,930	yearly
	1.215	1.720	1.760	1.880	1.940	index
	203.99	288.77	295.49	315.64	325.71	daily
13			56,223	60,085	61,938	yearly
	N/A	N/A	1.820	1.945	2.005	index
	0.00	0.00	305.56	326.55	336.62	daily

**APPENDIX B**

**SUPPLEMENTAL SALARY SCHEDULE 2013-2014 & 2014-2015**

**BASE SALARY: \$30,892**

<b>POSITION</b>	<b>INDEX</b>	<b>SALARY</b>
<b><u>ATHLETICS</u></b>		
<b>Football</b>		
Varsity - Head Coach	0.2000	\$6,178
Varsity - Assistant Coach	0.1150	\$3,553
Freshman - Head Coach	0.1050	\$3,244
Freshman - Assistant Coach	0.0850	\$2,626
Middle School - Grade 7 Coach	0.0750	\$2,317
Middle School - Grade 8 Coach	0.0750	\$2,317
<b>Basketball - Boys</b>		
Varsity - Head Coach	0.2000	\$6,178
Varsity - Assistant Coach	0.1150	\$3,553
Reserve - Head Coach	0.1150	\$3,553
Freshman - Head Coach	0.1050	\$3,244
Middle School - Grade 7 Coach	0.0750	\$2,317
Middle School - Grade 8 Coach	0.0750	\$2,317
<b>Basketball - Girls</b>		
Varsity - Head Coach	0.2000	\$6,178
Varsity - Assistant Coach	0.1150	\$3,553
Reserve - Head Coach	0.1150	\$3,553
Freshman - Head Coach	0.1050	\$3,244
Middle School - Grade 7 Coach	0.0750	\$2,317
Middle School - Grade 8 Coach	0.0750	\$2,317
<b>Wrestling</b>		
Varsity - Head Coach	0.2000	\$6,178
Varsity - Assistant Coach	0.1150	\$3,553
Middle School - Head Coach	0.0750	\$2,317
Middle School - Assistant Coach	0.0750	\$2,317

<b>POSITION</b>	<b>INDEX</b>	<b>SALARY</b>
<b>Baseball</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0750	\$2,317
Reserve - Head Coach	0.0750	\$2,317
Freshman - Head Coach	0.0650	\$2,008
<b>Softball</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0750	\$2,317
Reserve - Head Coach	0.0750	\$2,317
Freshman - Head Coach	0.0650	\$2,008
<b>Track - Boys</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0750	\$2,317
Middle School - Head Coach	0.0550	\$1,699
Middle School - Assistant Coach	0.0450	\$1,390
<b>Track - Girls</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0750	\$2,317
Middle School - Head Coach	0.0550	\$1,699
Middle School - Assistant Coach	0.0450	\$1,390
<b>Volleyball</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0750	\$2,317
Reserve - Head Coach	0.0750	\$2,317
Freshman - Head Coach	0.0550	\$1,699
Middle School - Grade 7 Coach	0.0550	\$1,699
Middle School - Grade 8 Coach	0.0550	\$1,699
<b>Soccer - Boys</b>		
Varsity - Head Coach	0.1200	\$3,707

<b>POSITION</b>	<b>INDEX</b>	<b>SALARY</b>
<b>Soccer - Girls</b>		
Varsity - Head Coach	0.1200	\$3,707
<b>Cross Country</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Assistant Coach	0.0950	\$2,935
Middle School - Head Coach	0.0550	\$1,699
<b>Golf</b>		
Varsity - Head Coach	0.1200	\$3,707
Varsity - Asst/Middle School Coach	0.0750	\$2,317
<b>Cheerleading</b>		
Football - Head Coach	0.0550	\$1,699
Football - Assistant Coach	0.0300	\$ 927
Basketball - Head Coach	0.0550	\$1,699
Basketball - Assistant Coach	0.0300	\$ 927
Freshman - Head Coach	0.0550	\$1,699
Middle School - Head Coach	0.0550	\$1,699
Competition Squad - Head Coach	0.0550	\$1,699
<b><u>ACTIVITIES - High School</u></b>		
Annual	0.0550	\$1,699
Academic Challenge	0.0350	\$1,081
Foreign Language Club - French	0.0300	\$ 927
Foreign Language Club - Spanish	0.0300	\$ 927
Future Farmers of America	0.0300	\$ 927
National Honor Society	0.0300	\$ 927
Science Club	0.0300	\$ 927
Special Olympics Coordinator	0.0300	\$ 927
Student Council	0.0250	\$ 772
CHS Club	0.0250	\$ 772
SADD	0.0250	\$ 772
Junior Class Advisor	0.0450	\$1,390
Senior Class Advisor	0.0100	\$ 309
Cyber Club Advisor	0.0250	\$ 772

<b>POSITION</b>	<b>INDEX</b>	<b>SALARY</b>
<b><u>MUSIC/SPEECH/DRAMA - High School</u></b>		
Band - Head Director	0.1600	\$4,943
Band - Assistant Director	0.1250	\$3,862
Steel Drum Band - Head Director	0.1334	\$4,121
Steel Drum Band - Assistant Director	0.0381	\$1,177
Choir - Head Director	0.0800	\$2,471
Showstoppers - Head Director	0.0800	\$2,471
Speech & Debate - Head Coach	0.0700	\$2,162
Speech & Debate - Assistant Coach	0.0450	\$1,390
Fall Play - Head Director	0.0600	\$1,854
Fall Play - Assistant Director	0.0350	\$1,081
Spring Musical - Head Director	0.0700	\$2,162
Spring Musical - Assistant Director	0.0350	\$1,081
Spring Musical - Choreographer	0.0200	\$ 618
<b><u>ACTIVITIES - Middle School</u></b>		
Yearbook	0.0250	\$ 772
Student Council	0.0250	\$ 772
Astronomy Club	0.0300	\$ 927
Show Choir - Head Director	0.0250	\$ 772
Speech & Debate - Head Coach	0.0200	\$ 618
Spring Play - Head Director	0.0200	\$ 618
<b><u>CURRICULUM</u></b>		
Summer Programs Coordinator	0.0650	\$2,008
Pre-K/K/1 Coordinator	0.0380	\$1,174
Grade 2/3 Coordinator	0.0380	\$1,174
Grade 4/5 Coordinator	0.0380	\$1,174
English Coordinator - Middle School	0.0380	\$1,174
Mathematics Coordinator - Middle School	0.0380	\$1,174
Science Coordinator - Middle School	0.0380	\$1,174
Social Studies Coordinator - Middle School	0.0380	\$1,174
English Coordinator - High School	0.0380	\$1,174
Mathematics Coordinator - High School	0.0380	\$1,174
Science Coordinator - High School	0.0380	\$1,174
Social Studies Coordinator - High School	0.0380	\$1,174

**APPENDIX C**

- Copies To: 1. Superintendent  
2. Principal  
3. Association  
4. Teacher

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

**GRIEVANCE REPORT**

**(Submit to Principal in Triplicate)**

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Building Assignment Filed	Name of Grievant	Date
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Grievant and/or Association Position \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**STEP V**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**APPENDIX D**  
**SCHEDULE OF MEDICAL BENEFITS**

<b>BENEFITS</b>	<b>PPO</b>	<b>NON-PPO</b>
<b>BASIC EXPENSE BENEFITS</b>	(No deductible applies to Basic Benefits)	
Hospital Benefit (Max of 365 days/disability)	90%	70%
Surgical Benefit	90%	70%
In-hospital Physician Benefit (Max of 365 days/disability)	90%	70%
Second Surgical Opinion Benefit-Mandatory	90%	70%
Maternity Benefit	Same as any Illness	
Diagnostic X-Ray & Laboratory Benefit	90%	70%
Emergency Accident Benefit	90%	
Transplant Benefit	90%	70%
<b>MAJOR MEDICAL BENEFITS</b>		
Calendar Year Deductible Per Covered Person	\$150	
Per Covered Family	\$300	
Benefit Percentage Payable	90%	80%
Maximum Lifetime Benefit (Major Medical)	\$500,000	
<b>MAXIMUM OUT-OF-POCKET AMOUNT/CALENDAR YEAR (Basic/Major Medical Combined)</b>		
Per Covered Person	\$500	\$600
Per Covered Family	\$900	\$1,200
<b>MAXIMUM LIFETIME BENEFIT (Basic/Major Medical Combined)</b>	\$1,000,000	
<b>PRESCRIPTION DRUG BENEFIT</b>		
80% after Prescription Drug Deductible \$50 per person or per family per calendar year		
<b>MAIL ORDER DRUG BENEFIT</b>		
100% after Co-Pay per prescription filled or refilled Generic Co-Pay - \$10.00 Brand Name Co-Pay - \$30.00		

Pre-admission notification is required for all non-emergency hospital admissions. Post-admissions notification is required for all emergency hospital admissions. If not received, a penalty of five hundred dollars (\$500) will be applied to the hospital confinement.

\$100 per month for family (pre-tax basis)

\$50 per month for single (pre-tax basis)

**APPENDIX E**  
**SCHEDULE OF DENTAL BENEFITS**

Preventative & Diagnostic	Calendar Year Deductible    \$25.00 Individual \$50.00 Family		
Routine Oral Exams Twice in 12 months			
Teeth cleaning Twice in 12 months	Basic Restorative 80% of URC	Major Restorative 50% of URC	Orthodontia 50% of URC
Fluoride Treatments Once every 12 months	Fillings, amalgam, silicate	Inlays, onlays, gold fillings, Crown restorations	Full Banded orthodontic treatment
Emergency pain treatment	Root Canal Therapy	Initial installation of fixed bridgework	Appliances for tooth guidance
Space Maintainers	Repair of bridge work of dentures	Installation of partial or full removable dentures	Appliances to control harmful habits
Diagnostic X-Rays	Extractions and Oral surgery	Replacement of existing Dentures or Bridgework	Retention appliances not in connection with full
	General Anesthesia Only if medically necessary	Treatment of gum disease	
	Tests & Lab Exams		
	Full mouth X-rays once every 36 months		

Calendar Year Maximum—\$1,000.00 per person    Lifetime    Maximum—\$1,000.00 per person

No deductible on preventative & diagnostic – All benefits are based on usual, reasonable & customary as a maximum.

**APPENDIX F**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

**ABSENCE CERTIFICATION**

(O.R.C. 3319.141)

**CERTIFICATED**

<b>Date(s) Absent</b>	<b># of Days</b>	<b>Reason for Absence</b>	<b>Substitute*</b>

**Total** \_\_\_\_\_

*\*If no substitute was required state "none"*

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Employee I.D. Number

(Complete if Medical Attention is required)

During the illness of above employee, the following physician was consulted:

Date(s): \_\_\_\_\_

Physician \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**APPENDIX G**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

**REQUEST FOR LEAVE ABSENCE**

I am requesting an unpaid leave of absence from my position as \_\_\_\_\_  
beginning \_\_\_\_\_ and ending \_\_\_\_\_

Reason for leave (be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_  
Approved \_\_\_\_\_ Leave to begin \_\_\_\_\_ and end \_\_\_\_\_

Denied \_\_\_\_\_ Reason(s) for denial \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Action Date: \_\_\_\_\_

Date: \_\_\_\_\_  
Signature of Superintendent or Designee \_\_\_\_\_

**APPENDIX H**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 Third Street, NE, Carrollton, OH 44615

**ASSAULT LEAVE**

Employee's Name \_\_\_\_\_

Employee I.D. Number \_\_\_\_\_

Employee Statement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Doctor's Certification  
(if medical attention required)

Nature of Disability \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Disability \_\_\_\_\_

Doctor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Falsification of either a written signed statement or a physician's certificate may be grounds for suspension or termination of employment. Paragraph one of O.R.C. 3319.143 prevails for all affected bargaining unit employees.

**APPENDIX I**

**CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

**REQUEST FOR PERSONAL LEAVE**

NAME \_\_\_\_\_

BUILDING OR ASSIGNMENT \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_

DATE OF LEAVE \_\_\_\_\_

Certificated employees are eligible for three (3) days of personal leave per year. These days are intended for use in emergency type situations where a person has no choice. Two (2) days' notice is necessary except in the case of an emergency or extenuating circumstances.

Personal leave will be granted on a per building basis. On any particular day, one (1) employee per ten (10) teachers shall be granted personal leave. For those buildings with less than ten (10) teachers a maximum of two (2) teachers may be granted personal leave on the same day.

Employee's Signature \_\_\_\_\_

Date received by Principal \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Date received by Superintendent \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

**APPENDIX J**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

**REQUEST FOR PARENTAL LEAVE**

I am requesting a parental leave of absence according to Section VI, Article H for the dates beginning \_\_\_\_\_ and ending \_\_\_\_\_

\_\_\_\_\_

Reason for leave (be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Approved \_\_\_\_\_

Leave to begin \_\_\_\_\_ and end \_\_\_\_\_

Denied \_\_\_\_\_

Reason(s) for denial \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Action Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

## **APPENDIX K**

### **BOARD OF EDUCATION**

#### **CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

#### **STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Carrollton Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing Joint Evaluation Development Committee ("JEDC"), with continuing participation by District teachers represented by the Carrollton Education Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

#### **Definitions**

"OTES" — stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" — For purposes of this policy, "teacher" means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under O.R.C. Sections 3319.22, 3319.26, 3319.222 or 3319.226; or

- b. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under O.R.C. Section 3319.301.

Substitute teacher, adult education instructors, and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Carrollton Education Association.

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

"Credentialed Evaluator" — For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under O.R.C. Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

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

"Core Subject Area" — means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" — for the purpose of the district's evaluation student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objective ("SLOs")" — includes goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" — student growth measures that can be attributed to a group.

"Value-Added" — refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally named standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing, meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of

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

	Teacher Performance			
Student Growth	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed, by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above aggregated by teacher preparation programs, from which and the years in which the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be given.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

## Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- a. Understand student learning and development and respecting the diversity of the students they teach, and hold high expectations for all students to achieve and progress at high levels;
- b. Know and understand the content areas for which they have instructional responsibility;
- c. Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- d. Plan and deliver effective instruction that advances the learning of each individual student;
- e. Create a learning environment that promotes high levels of student learning and achievement for all students;
- f. Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning; and
- g. Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

## Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of "teacher" under O.R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year.
- Teachers on a limited contract or extended limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs, unless the third observation is waived by the Superintendent.
- A teacher not up for renewal who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.
- A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

The Joint Evaluation Development Committee ("JEDC") shall make a recommendation to the Superintendent, who shall then make a recommendation to the Board regarding criteria and/or standards for projects that demonstrate a teacher's continued growth and practice. Pursuant to this policy and Board resolution, the Board shall approve a list of criteria and/or standards for projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Evaluations will be completed by May 1 and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein as Appendix L.

#### Formal Observation Procedure

- a. All formal observations may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to provide evidence and explain plans and objectives for the classroom situation to be observed.
- b. A post-observation conference shall be held after each formal observation.

#### Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Final debriefing data gathered from the walkthrough must be placed on the form designated Walkthrough / Informal Observation.
- c. A final debriefing and completed form must be shared with the employee within a reasonable period of time.

#### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has thirty-three percent (33%) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2: Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; or
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in Appendix K-1 of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Appendix K-1 of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use, locally-determined Student Growth Measures for C teachers as set forth in Appendix K-1 of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

A Student Growth Committee ("SGC") will be established by the Board and Carrollton Education Association to review and make recommendations regarding Student Growth Measures to the Superintendent. The SGC may provide the Superintendent input including recommending that the District modify the percentages that apply to the different locally-determined Growth Measures in Appendix K-1 for A1, A2, B and C teachers. The Superintendent retains sole discretion as to what other measures may be used other than the District Student Growth Measurement Index in Appendix K-1.

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<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

<sup>2</sup> For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

<sup>3</sup> If used, only one "shared attribution" measure can be utilized per instructor.

A SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

#### Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

	Teacher Performance			
Student Growth	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. Each teacher will sign a receipt of acknowledgment, with said receipt being sent to the Superintendent as soon as possible.

#### Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the Final Summative Rating of Teacher Effectiveness.

- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Final Summative Rating of Teacher Effectiveness.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Final Summative Rating of Teacher Effectiveness.

### Core Subject Teachers — Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete: Professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- Failing to complete all required written examinations under this section;
- A failing score on a written examination(s) taken pursuant to this section;
- A rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- Failure of a teacher to complete the required professional development

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

## Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

## Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

### Definitions

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"-----Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

### Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated:

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and/or relevant provisions of the collective bargaining agreement in effect between the Board and the Carrollton Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Carrollton Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with O.R.C. 3319.11 notwithstanding the teacher's summative rating.

### Conformance with State Law

The Board anticipates reviewing this policy should pending 130th Ohio General Assembly, House Bill 59 provide flexibility to school districts regarding teacher evaluations.

O.R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319,222, 3319,226, 3319.26, 3319.58, 3333.0411

O.A.C. 3301-35-03(A)

**APPENDIX K-1**  
**DISTRICT STUDENT GROWTH MEASUREMENT INDEX**

Teacher Category	Value-Added 10%–50%	Vendor Assessment 10%–50%	LEA Measure		Total
			SLO/Other	Shared Attribution	
<b>A1 &amp; A2 (Value-Added)</b>	40%		10%	0%	50%
<b>B (Vendor Assessment)</b>		30%	10%	10%	50%
<b>C (LEA Measure)</b>			40%	10%	50%

## APPENDIX L

### TEACHER PERFORMANCE EVALUATION RUBRIC

Ohio Teacher Evaluation System

Assessment of Teacher Performance

#### Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	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.  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.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
<p style="text-align: center;"><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p style="text-align: center;"><i>Sources of Evidence:</i> Pre-Conference</p> <p style="text-align: center;"><b>Evidence</b></p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>	
	<b>INSTRUCTIONAL PLANNING</b>				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>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..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	<b>Evidence</b>				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)  <b>Sources of Evidence:</b> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteers, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>	
	<b>Evidence</b>				

INSTRUCTION AND ASSESSMENT

Instruction and Assessment		ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTION AND ASSESSMENT</b>  <b>SOURCES OF EVIDENCE:</b> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference  <b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p>	<p>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 clarifications.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual student). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p>
	<p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p>	<p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p>	<p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p>	<p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p>	
<p>The teacher does not provide students with feedback about their learning.</p>	<p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>		
<p>Evidence</p>					

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## APPENDIX M

### SELF ASSESSMENT SUMMARY TOOL

Ohio Teacher Evaluation System

Self-Assessment

#### Self-Assessment Summary Tool

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

Name \_\_\_\_\_

Date \_\_\_\_\_

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

## APPENDIX N

### PROFESSIONAL GROWTH PLAN

Ohio Teacher Evaluation System

**Professional Growth Plan**

#### 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

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

Evaluator Signature

Date

Teacher Signature

Date

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

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## APPENDIX O IMPROVEMENT PLAN

Ohio Teacher Evaluation System

**Improvement Plan**

### Improvement Plan

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 or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

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

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

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## APPENDIX P

### STUDENT LEARNING OBJECTIVES (SLO)

#### Student Learning Objective (SLO) Template Checklist

*This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, ALL criteria must be met, and every box below will need a check mark completed by an SLO evaluator.*

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<i>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</i>	<i>Which students will be included in this SLO? Include course, grade level, and number of students.</i>	<i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i>	<i>What content will the SLO target? To what related standards is the SLO aligned?</i>	<i>What assessment(s) will be used to measure student growth for this SLO?</i>	<i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i>	<i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i>
<input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments) <input type="checkbox"/> Draws upon trend data, if available <input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses	<input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth <input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO	<input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)	<input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations <input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction <input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)	<input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended <input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course <input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used <input type="checkbox"/> Follows the guidelines for appropriate assessments	<input type="checkbox"/> All students in the class have a growth target in at least one SLO <input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth <input type="checkbox"/> Sets developmentally appropriate targets <input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth <input type="checkbox"/> Sets ambitious yet attainable targets	<input type="checkbox"/> Demonstrates teacher knowledge of students and content <input type="checkbox"/> Explains why target is appropriate for the population <input type="checkbox"/> Addresses observed student needs <input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets <input type="checkbox"/> Explains how targets align with broader school and district goals <input type="checkbox"/> Sets rigorous expectations for students and teacher(s)



Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/no)

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 - 100	Most Effective	5
80 - 89	Above Average	4
70 - 79	Average	3
60 - 69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage	
% Exceeding/Meeting Target:	%
% Below Target:	%

NUMERICAL RATING OF SLO:

**APPENDIX Q**

**WALKTHROUGH/INFORMAL OBSERVATION**

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher. This form will be returned within 2 work days of the informal observation.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade-appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other	<input type="checkbox"/> Other

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

## APPENDIX Q-1

### TEACHING PRE-OBSERVATION FORM

*MUST submit completed pre-observation form within five work days of administrator's email request.*  
Pre conference meeting highly recommended and can be required by either the Teacher or the Administrator.

**Pre-Observation Conference required by** \_\_\_\_\_

**No Pre-Observation Conference required**

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 1 Date

\_\_\_\_\_  
Obs 2 Date

\_\_\_\_\_  
Pre-Conf Date

## TEACHING PRE-OBSERVATION FORM

*MUST submit completed pre-observation form within five work days of administrator's email request.*  
Pre conference meeting highly recommended and can be required by either the Teacher or the Administrator.

**Pre-Observation Conference required by** \_\_\_\_\_

**No Pre-Observation Conference required**

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 3 Date

\_\_\_\_\_  
Pre-Conf Date



## TEACHING POST-OBSERVATION CONFERENCE FORM

The Post-Observation Conference shall be held within ten work days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

### Observation 2

Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 2 Date

\_\_\_\_\_  
Pre-Conf Date

## TEACHING POST-OBSERVATION CONFERENCE FORM

The Post-Observation Conference shall be held within ten work days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

### **Observation 3**

Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 3 Date

\_\_\_\_\_  
Pre-Conf Date

**APPENDIX Q-3**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 Third Street, NE, Carrollton, OH 44615

**OBSERVATION REPORT**

Teacher Name \_\_\_\_\_ School Year \_\_\_\_\_  
Building \_\_\_\_\_ Grade/Subject \_\_\_\_\_  
Observer \_\_\_\_\_ Date \_\_\_\_\_

**Classroom Lesson:**

**Subject Knowledge:** (i.e.: level, goals, student prior knowledge, methods and materials, evaluation)

**Classroom Setting:** (i.e.: fairness, behavior, safety, rapport, student expectations)

**Teaching Techniques:** (i.e.: clear instructions, enables higher level thinking skills, comprehension, flexible instruction, and time management)

Suggestions:

Teacher Response:

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrators' Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX Q-4**

Carrollton Exempted Village School District

Teacher: \_\_\_\_\_

Administrator: \_\_\_\_\_

**Observation Summary Report Form**

Date: \_\_\_\_\_

Evidence Notes	Area of Rubric	Rating	Rubric Criteria Met
	Focus for Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment Data	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Prior Content Knowledge/ Sequence/ Connections	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Knowledge of Students	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Lesson Delivery	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Differentiation	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Resources	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

	Classroom Environment	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment of Student Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

<b><u>Additional Collaboration</u></b>	
<b>Areas</b>	<b>Comment/Suggestions – Administrator</b>
Reinforcement	
Refinement	

Teacher Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

Observation 1 Date: \_\_\_\_\_ Observation 2 Date: \_\_\_\_\_ Observation No. \_\_\_\_ Date: \_\_\_\_\_

**APPENDIX Q-5**

Carrollton Exempted Village School District

Teacher: \_\_\_\_\_

Administrator: \_\_\_\_\_

**Final Summative Rating of Teacher Effectiveness**

Date: \_\_\_\_\_

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

Check here if Improvement Plan has been recommended.

**Teacher Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. See labor contract with the Carrollton Education Association regarding options for addressing issues regarding the evaluation.

**APPENDIX R**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
 252 THIRD STREET N.E.  
 CARROLLTON, OHIO 44615-1236

**TEACHER EVALUATION**

Teacher Name \_\_\_\_\_ School Year \_\_\_\_\_

Building \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_

It is assumed that the teacher is performing at satisfactory level unless an item is checked (✓) in the left box.

I. PLANNING AND PREPARATION

	<b>Evaluator Comment</b>	<b>Teacher Comment</b>
A. Demonstrates knowledge and use of content and pedagogy		
B. Demonstrates knowledge of students		
C. Selects instructional goals		
D. Demonstrates knowledge and use of resources		
E. Designs coherent instruction		
F. Assesses student learning		

II. THE CLASSROOM ENVIRONMENT

		<b>Evaluator Comment</b>	<b>Teacher Comment</b>
	A. Creates an environment of respect and rapport		
	B. Establishes a culture for learning		
	C. Manages student behavior		
	D. Manages classroom procedure		
	E. Organizes physical space		
	F. Promotes a pleasant physical climate		

III. Instruction

		<b>Evaluator Comment</b>	<b>Teacher Comment</b>
	A. Communicates clearly and accurately		
	B. Utilizes higher level questioning and discussion techniques		
	C. Engages students in learning		
	D. Provides feedback to students		
	E. Demonstrates flexibility and responsiveness		

IV. PROFESSIONAL RESPONSIBILITIES

	Evaluator Comment	Teacher Comment
A. Reflects on teaching		
B. Maintains accurate records		
C. Communicates with families		
D. Follows established policies of the school and district		
E. Grows and develops professionally		
F. Shows professionalism through appearance, action and speech		
G. Show interest in individual students		
H. Demonstrates knowledge and use of current technology		

Employment Recommendation \_\_\_\_\_

Goals for next year \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX R-1**  
**CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**  
**PROFESSIONAL GOAL(S) FOR 20**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Goal: \_\_\_\_\_

<b>Timeline</b>	
<b>Documentation</b>	
<b>Strategies</b>	



**APPENDIX R-3**  
**CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**  
**CERTIFICATED STAFF IMPROVEMENT PLAN**

Teacher: \_\_\_\_\_ Principal: \_\_\_\_\_

In accordance with Article E – Teacher Evaluation, Section 1(c) of the negotiated agreement the following improvement plan is to be implemented.

Goal: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_

Specific Objective: \_\_\_\_\_ Principal Signature: \_\_\_\_\_

Results	
Completion Date	
Start Date	
Assigned To	
Action	

**APPENDIX R-4**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET NE  
CARROLLTON, OHIO 44615-1236

**NOTICE OF CONCERN**

Employee \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Class \_\_\_\_\_

CONCERNS: \_\_\_\_\_

**GOALS AND OBJECTIVES**

In the future aim toward:

Some new activities to do:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

Some practices to stop/reduce/avoid:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Who will/can help employee change? \_\_\_\_\_

Failure to remedy the concerns listed or to implement the suggested activities, or to eliminate the practices listed, will result in a recommendation that your contract not be renewed or terminated.

I have read this notice and reviewed its contents with the supervisor.

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_ Deficiency has been corrected Date \_\_\_\_\_

\_\_\_\_\_  
(Supervisor's Signature)  
Signature)

\_\_\_\_\_  
(Employee's  
Signature)

**APPENDIX S**  
**CERTIFICATION FORM FOR SEVERANCE PAY**

I, \_\_\_\_\_ certify to the Carrollton Exempted Village School District Board of Education that all criteria for severance pay are met.

Criteria are:

1. The individual retires from the school system.
2. Retirement-Disability or service retirement under any state or municipal retirement system in this state
3. The individual must retire within one hundred twenty (120) days of the last contracted work day of the employee.
4. Must sign a form for severance check certifying all eligibility criteria have been met.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by employee.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX T**  
**TEACHER/ADMINISTRATOR COMMUNIQUE**

Carrollton Exempted Village School District

**Instructions:** Teachers should use this form to communicate with their immediate supervisor/ administrator. Prior to the use of this form, the teacher should make every attempt to orally discuss the concern with the building administrator.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_

Principal/Administrator:

***Has this concern been discussed orally with the administrator?*** Yes No

***If yes, when:***

**Nature of Inquiry:** (Please state the specific question you wish answered)

**Building Administrator Response:**

**Teacher Response:**

**Solution:** Has an agreement been reached? Yes No NA (Please describe the solution)

Signature of Employee: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX U**  
**NOTICE OF INTENTION**

The Union and the Board recognize that various committees may be convened during the term of this agreement. In the spirit of collaboration and to foster communication by the parties, the Union and Board acknowledge the importance of each joint committee embracing the following principles:

1. Define purpose(s) and goal(s)
2. Choose facilitator(s)
3. Establish ground rules
4. To the extent possible, data will drive any decision-making process
5. Maintain summary of meetings (provide access to committee)
6. Contact Superintendent or his/her designee for support if committee needs assistance in functioning

The content of this Notice of Intention cannot be grieved. The parties intend to use the teacher in-service program at the beginning of the 2012-2013 school year to explain this Notice of Intention.

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

June 10, 1997

Collective Bargaining Agreement

**RESOLUTION**

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, the Board of Education has fulfilled its obligation to meet and bargain with the Carrollton Education Association; and,

WHEREAS, the Board of Education's negotiation team has reached agreement on a new collective bargaining agreement with the Carrollton Education Association; and,

WHEREAS, the Carrollton Education Association has ratified said agreement; now,

THEREFORE, be it resolved that:

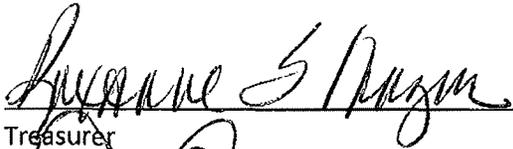
1. The Board of Education approves the negotiated collective bargaining agreement with the Carrollton Education Association, a copy of which is incorporated herein; and,
2. The Board of Education authorizes and directs the President, superintendent, and treasurer to cause said agreement to be prepared in final contract form, to sign same, on behalf of the Board of Education, and to attach all necessary certificates as required by Chapter 5705 of the Ohio Revised Code.

**OHIO**  
**CERTIFICATE OF REVENUE**

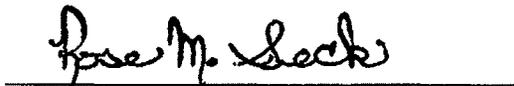
The undersigned Treasurer of the Carrollton Exempted Village School District certifies that the money required to meet the obligations of the Board during FY 2014 under the attached qualifying contract, have been lawfully appropriated by the Board for such purposes and is in the treasury or in the process of collection of an appropriate fund, free from any encumbrances.

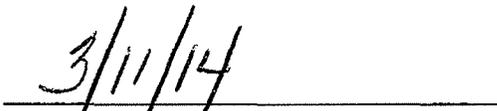
The undersigned Treasurer, Superintendent, and Board President of the Carrollton Exempted Village School District hereby certify that the District has in effect for the term of the contract, the authorization to levy taxes including the renewal of replacement of existing levies which, when combined with estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or its scheduled for the current fiscal year.

This certificate is given in compliance with Sections 5705.41, 5704.412, and 5705.44 of the Revised Code.

  
Treasurer

  
Superintendent

  
Board President

  
Date