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NEGOTIATED AGREEMENT

BETWEEN

**THE SOUTHWEST LICKING LOCAL
BOARD OF EDUCATION**

AND

**THE SOUTHWEST LICKING EDUCATION
ASSOCIATION**

JULY 1, 2014 - JUNE 30, 2017

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SECTION I - NEGOTIATIONS PROCEDURE

ARTICLE 1

NEGOTIATIONS AGREEMENT

A. RECOGNITION

The Southwest Licking Local Board of Education recognizes the Southwest Licking Education Association/OEA/NEA as the exclusive representative of the members of the bargaining unit for the non-administrative certified staff. The bargaining unit includes all full-time and part-time teachers/tutors employed in the district under a regular contract excluding administrators and the athletic director.

School guidance counselors, school nurse, speech therapists, librarians employed under a regular contract, LD tutors employed on an hourly basis, and substitutes who have taught one-hundred-twenty (120) days in a school year in the Southwest Licking School District are also included in the bargaining unit.

Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Athletic Director, and any other employee required to have an administrative certificate.

B. CONTINUED RECOGNITION

The Southwest Licking Education Association/OEA/NEA shall continue to be recognized as the exclusive representative of the members of the bargaining unit unless a petition for an election is filed in accordance with rules prescribed by the State Employment Relations Board pursuant to Section 4117.07 of the ORC.

C. SCOPE OF NEGOTIATIONS

This Agreement between the Southwest Licking Education Association/OEA/NEA and the Southwest Licking Local Board of Education governs the wages, hours, fringe benefits, and terms and conditions of employment of members of the bargaining unit as those conditions are specified in this Agreement.

Where this Agreement makes no specification about a matter, the Association and the Board of Education are subject to all applicable state and local laws or ordinances pertaining to the wages, hours, fringe benefits, and terms and conditions of employment of members of the bargaining unit.

Laws pertaining to civil rights, affirmative action, unemployment compensation, workers compensation, the retirement of public employees, the minimum educational requirements contained in the Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to Section 5705.41 of the Revised Code and the Minimum Standards promulgated by the State Board of Education shall prevail over conflicting provisions of this Agreement.

D. **DEFINITIONS**

Bargaining Unit

The “bargaining unit” as established in Paragraph A shall hereafter be referred to as the Bargaining Unit.

Association

The “exclusive representative of the bargaining unit” shall hereafter be referred to as the Association or the Southwest Licking Education Association/OEA/NEA.

Unit Member

A “unit member” shall hereafter be referred to as any employee affected by the terms and conditions of the Negotiated Agreement.

The Board of Education

The “Board of Education” in Paragraph A shall hereafter be referred to as the Board of Education.

Superintendent

As used in this Agreement, “Superintendent” shall refer to the Local Superintendent of Southwest Licking Local Schools or Assistant Superintendent if applicable.

Building Administrator

As used in this Agreement, “Building Administrator” shall refer to building principal(s) or immediate supervisor to whom a member of the bargaining unit is directly responsible.

Day

The term “day” as used in this Agreement shall mean calendar day unless specifically designated as school day or workday.

Parties

The term “parties” shall refer to the Bargaining Unit or its representatives and the Board of Education or its representatives.

E. **MEETINGS**

A request to begin negotiations shall be submitted in writing by the Association to the Board of Education or by the Superintendent for the Board of Education to the Association.

The initial meeting shall take place between one hundred twenty (120) and ninety (90) days prior to the expiration date of this Agreement or earlier by mutual agreement.

At the initial meeting, there will be an exchange of complete written proposals on the provisions to be negotiated. No additional items may be introduced at a later date unless by mutual agreement of both parties.

Meetings between the two groups shall be held in executive session unless mutually agreed upon to the contrary.

F. **NEGOTIATION TEAMS**

The Association and the Board of Education will each appoint a negotiating team of no more than seven (7) members but no less than four (4) members to represent them at the negotiating table. Each team shall be empowered to present proposals and counter-proposals to arrive at a satisfactory agreement on each issue submitted for negotiation. The members of each team shall be authorized to arrive at a tentative agreement on each issue.

G. **GOOD FAITH BARGAINING**

Each team agrees to conduct good faith bargaining. Good faith bargaining is defined as bargaining in which each party provides the other party a response to each proposal submitted for negotiations in an effort to arrive at an agreement on each issue. However, good faith bargaining does not require agreement on an issue or a change in position.

H. **AVAILABILITY OF INFORMATION**

Prior to and during the period of negotiations, the Board of Education and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration. The request for information is to be on the basis of a reasonable time limit.

I. **AGREEMENT**

Once tentative agreement is reached between both parties on individual issues, the Agreement shall be initialed by an authorized representative of each team. When tentative agreement is reached on all issues, the tentative agreement shall be submitted to the unit members for ratification. Upon ratification by the unit members, the tentative agreement shall be submitted to the Board of Education for ratification. Upon ratification by the Board of Education, the Agreement shall be signed and dated by the appropriate officials of each party.

J. **DISAGREEMENT**

In the event agreement cannot be reached on an issue(s) submitted for negotiation, either party may declare that an impasse exists. Impasse may not be declared until a minimum of thirty (30) calendar days have passed since the exchange of complete proposals.

Upon a declaration of impasse and the request for the services of a mediator by either party, the other party shall participate by way of a joint request.

If the parties cannot mutually agree on the selection of a mediator within five (5) days of the declaration of impasse, a written request signed by the Association President or Co-Presidents/designee and the Superintendent or his/her designee shall be submitted to the Federal Mediation and Conciliation Service for assistance in resolving the disagreement.

No sooner than ten (10) days prior to the expiration of this Agreement the Association shall have the right to proceed under Section 4117.14 (D) (2) of the Ohio Revised Code subject to limitations of 4117.18 (C) of that same Act.

K. IN-TERM BARGAINING

In the event that the Board of Education is required to implement changes in the wages, hours or other terms and conditions of employment for unit members as a result of the passage of Am. Sub. S. B. 140 (“the Act”) or Administrative regulations adopted pursuant to the Act, the Board of Education will give notice of such implementation to the Association. Within twenty (20) calendar days the Association may submit a written demand to bargain the effects of the implementation on the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board of Education and Association, respectively. Teams may consist of fewer than seven (7) members.

If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator will be an agreed member of the Federal Mediation and Conciliation Service or a mutually agreed upon independent mediator. In the event the parties are unable to agree upon a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

If the parties have not reached agreement by the end of the mediation period, the Board of Education may at its next regularly scheduled meeting, more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Board of Education determines to submit the matter to Arbitration, an arbitrator will be selected and Arbitration conducted in accordance with the provisions of Article 4 - Grievance Procedure. The decision of the Arbitrator will be binding on the parties provided that the Arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the Southwest Licking Local School District.

If the Board of Education does not refer the unresolved issue or issues to arbitration the Association may, within ten (10) days after the Board of Education meeting, issue a strike notice as provided in Revised Code Chapter 4117.

L. INTEREST BASED BARGAINING

By agreement, the parties may utilize Interest Based Bargaining (IBB) bargaining as adapted by the Federal Mediation and Conciliation Service (FMCS). Each party has the right to abandon IBB at any time without being subject to an unfair labor practice (ULP) charge.

The bargaining procedures established in Sections (E), (F), (G) and (H) of this Article may by agreement be mutually amended to allow for the implementation of IBB.

ARTICLE 2
SEVERABILITY

This contract supersedes and prevails over all other law, rules, policies and regulations as set forth in ORC Section 4117.10(A).

If a section of this contract is found unlawful by a court of proper jurisdiction and after all court appeals have been exhausted, then that section and that section only shall be deemed invalid to the extent permitted by law, but all other provisions of this contract shall remain and continue in full force and effect.

In the event a section of this contract is found unlawful, the Board of Education shall negotiate with the Association within a reasonable period of time not to exceed thirty (30) days from the date the section of the contract was found to be unlawful, over the impact of the court decision and to bring the contract into compliance. Should the parties fail to reach agreement, they shall use the statutory dispute resolution procedure to resolve their differences.

SECTION II – RIGHTS

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following sole and exclusive rights:

- A. The use of Board of Education facilities and equipment at no charge.
- B. The right to transact Association business on Board of Education property/work sites so long as the unit member and/or Association do not disturb classes and in a manner which does not interfere unduly with the smooth operation of the school.
- C. The right to represent members on any employment related matter.
- D. The right to use bulletin boards. Association material may be posted on bulletin boards in the lounge and workroom or other areas limited from student access areas.
- E. The right to address unit members at any staff meeting.
- F. The right to a position on all regular and special Board of Education meetings agendas in accordance with Board of Education policy governing public participation.
- G. The Board of Education shall provide the Association President or Co-Presidents with five (5) copies of the Staff Directory.
- H. The Association will have the right to use inter-school mail and the teacher mailboxes. The Association has the right to place organizational materials in all teachers' mailboxes. The Association and unit members shall not use inter-school mail, mailboxes or work e-mail for partisan political purposes or to support or oppose a school levy.
- I. There will be no reprisals of any kind taken against any teacher by reason of membership or participation in any of the Association's lawful activities.
- J. The Association shall be granted eighteen (18) days of leave each year to be used by unit members to attend meetings, seminars or conferences for the Association. Additional days may be granted at the discretion of the Superintendent.
- K. Reasonable notice shall be given the Building Principal regarding Association leave.

- L. All expenses incidental to the activity such as registration, travel, meals and lodging will be borne by the Association.
- M. The district will bear the expense of substitute teachers while SLEA members are on Association leave as provided in this Article.
- N. The Association President or Co-Presidents must certify in writing to the Treasurer and the Superintendent that the member is carrying out official Association business in order for this leave to be instituted.
- O. The Association President or Co-Presidents shall be routinely provided with copies of these documents:
 1. At the same time all documents for regular and special board meetings are provided to Board members they will be provided to the Association President or Co-Presidents. Excluded are documents that are confidential under state and/or federal law and personnel file documents for staff not eligible for SLEA membership.
 2. Monthly financial reports after approved.
 3. Board of Education minutes after approved.
 4. All written Board of Education policies, rules and regulations.
 5. Other documents will be provided within a reasonable time as requested by the Association.

ARTICLE 4
GRIEVANCE PROCEDURE

- A. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time solutions to grievances which may arise from this Negotiated Agreement.

B. DEFINITIONS

Grievance

An alleged violation, misinterpretation, or misapplication of any provision of the Negotiated Agreement between the Board of Education and the Association.

Grievant

Unit member(s) in the bargaining unit or the Association alleging a grievance. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.

Day

Except as otherwise noted, “days” in the grievance procedure shall refer to actual working school calendar days, except during the Summer Recess when “days” shall refer to the calendar days exclusive of weekends and holidays.

C. **GENERAL PROVISIONS**

1. The written grievance used in this procedure shall state:
 - A. The specific agreement provision(s) alleged to be violated, misapplied, or misinterpreted;
 - B. A brief description of the grievance;
 - C. The relief sought;
 - D. The date of submittal.
2. A grievant may be accompanied by a representative of the Association at the informal level. The Administration shall be entitled to be accompanied by an observer at this level if the grievant is accompanied.
3. A grievant may be represented at any step in this procedure by a representative of the Association or other representative of choice. The grievant may not select as representative any member of any other teacher's organization other than Southwest Licking Education Association/OEA/NEA.
4. The Association has the right to file grievances and be present at all steps of the procedure.
5. The Administration may be represented at all steps of the procedure.
6. Time limits shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. Failure of the Administration to respond in the time limits stated shall mean the relief sought as stated in previous levels of the proceedings shall be implemented.
9. A grievance may be initiated at Step II when it has been determined by the Building Principal that the subject is not within the building administrator's realm of responsibility or control.
10. Nothing contained in this procedure shall be construed as limiting the individual rights of a unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
11. Nothing contained in this procedure shall be construed as limiting the rights of a unit member from using other professional or legal rights in resolving a complaint or problem.
12. No reprisal shall be made against any party involved in use of this grievance procedure.
13. A grievance may be withdrawn at any level by the grievant without prejudice.

14. Costs for any representation during this procedure shall be borne by the respective parties.
15. All records of a grievance shall be confidential and no record of filing a grievance shall be placed in a unit member's personnel file.
16. Grievance forms shall be maintained and distributed by the Association grievance representative in each building, and shall be included in this contract (Appendix C).
17. The parties may agree to extend the timelines in this Article and agreement to extend the timelines shall not be unreasonably withheld.

D. PROCEDURE

Within twenty (20) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her Principal for the purpose of attempting to resolve the matter. Failure to act within twenty (20) days shall pre-empt the filing of a grievance in the particular case. It will be the responsibility of the grievant to clearly indicate that the purpose of the meeting is an informal grievance discussion meeting.

STEP I

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to his/her Principal. A meeting shall be mutually arranged between the grievant and the Principal within five (5) days after submittal.

Within ten (10) days after the meeting, the Principal shall provide the grievant a written disposition on the grievance.

In the absence of the Principal for the five (5) day period, the grievance will be heard by:

1. In a building with an Assistant Principal - the Assistant Principal.
2. In a building without an Assistant Principal - the Local Superintendent or his designee.

STEP II

If the grievant is not satisfied with the disposition at Step I, he/she shall within ten (10) days of receipt of the Principal's disposition submit the grievance on the appropriate, form to the Local Superintendent or his designee. A meeting shall be mutually arranged within five (5) days after submittal. Within ten (10) days after the meeting, the Local Superintendent or his designee shall provide the grievant and the Association a written disposition on the grievance.

STEP III

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Local Superintendent's disposition, the grievant may submit a request on the appropriate form to the Board of Education for a hearing. A meeting shall be mutually arranged with the Board of Education within twenty (20) days after submittal of the request. A majority of the members of the Board of Education shall constitute a quorum for a grievance hearing which shall be held in executive session. Within ten (10) days after the meeting, the Board of Education shall provide the grievant and the Association a written disposition of the grievance.

STEP IV

If the grievance is not resolved at Step III, the Association may notify the Local Superintendent of its intent to submit the grievance to arbitration. The arbitrator shall be selected from the American Arbitration Association according to its Voluntary Labor Arbitration Rules and all hearings shall be conducted pursuant to those same rules.

The decision of the arbitrator shall be final and binding. Costs for the arbitrator shall be paid by the losing party.

ARTICLE 5 **PERSONNEL FILES**

- A. The Board of Education shall maintain the official personnel file for each member of the bargaining unit in the District administrative offices. No other permanent file shall be maintained. Electronic personnel files maintained by an administrator regarding a unit member's performance or conduct are not part of the official personnel file and if not in the personnel file by the end of a school year, shall be removed.
- B. Materials placed in a unit member's personnel file shall be only those permitted by law. Material shall be accurate, timely, and complete.
- C. As of the effective date of this policy, all items subsequently placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contracts, salary notices, transcripts, or certificate copies.
- D. Each unit member has the right to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties.
- E. The file, nor any of its contents, shall not be removed by the unit member from the office where it is held.
- F. A copy of any evaluation, formal complaint or criticism which will be placed in this personnel file shall be given to the unit member prior to or at the time of such placement.
- G. Unit members have the right to attach written comments to any item in the file.
- H. The Administration reserves the right to attach written comments to any unit member initiated items that are introduced into the files.

- I. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.
- J. Any unit member who disputes the accuracy, relevancy, completeness, or timeliness of the material contained in his/her personnel file may request an administrative investigation concerning the validity of the claim. Any information which is found by the Administration to be inaccurate or irrelevant shall be removed from the unit member's file.

The final decision as to accuracy, relevancy, completeness, or timeliness, shall be subject to final determination by the Local Superintendent.

- K. The personnel files of a unit member shall remain confidential to the fullest extent permitted by law. Any person, other than the unit member on whom the file is maintained, the Superintendent, his/her designee, the Treasurer, the Board of Education as a unit, the Board of Education's legal counsel, the unit member's immediate supervisor or other person authorized by the contract to evaluate the unit member, the unit member's representative and/or legal counsel, and central office personnel responsible for maintaining the file, shall not be granted entrance or review of the file without 24 hour notice to the unit member.

When an individual not specified in this Article, requests access to a unit members personnel file, the member shall be afforded the opportunity to be present with a representative of his/her choice when the file is opened.

- L. At the request of a teacher and with agreement of the Superintendent, disciplinary documents may be expunged from the personnel file after three (3) years, provided that there has been no same or similar infraction.

ARTICLE 6

VACANCY AND TRANSFERS

A. DEFINITIONS

1. Vacancy

A vacancy occurs when a new bargaining unit position is created or when a unit member employed in an existing unit member position dies, resigns, retires, is terminated, is non-renewed, is transferred between grade levels, subject areas and/or buildings, or is promoted. The Board will determine if a vacancy will be filled.

2. Transfer

A posted change in job assignment between grade levels, subjects and/or buildings. The addition of a building to the district shall create vacancies. The replacement of a building does not create vacancies to be posted; however, the staffing of said building may be subject to voluntary and/or involuntary transfer.

3. Voluntary Transfer

When a unit member requests a change in a grade level, department, course or building assignment that is mutually acceptable to the Board of Education.

4. **Involuntary Transfer**

When the administration initiates a change in grade level, department, course or building assignment.

B. **DURING THE SCHOOL YEAR**

Vacancies which occur in regular classroom positions (as opposed to supplemental contract positions) during the school year will be posted when a vacancy occurs. The position will be filled on a temporary basis and such employment will automatically end at the conclusion of the current school year. The contract of a person hired to fill such position shall clearly state that the employment will end at the conclusion of the school year. The position will be vacant and posted during the summer months in accordance with the terms of this Article. The provisions of this contract governing evaluation and the provisions of Am. Sub. H.B. 330, enacted in 1988, shall not be applicable to teachers hired for the remainder of the school year under this provision.

C. **POSTING OF A VACANCY NOTICE**

1. Notification:

- A. Unit members shall be notified of all vacancies, certified or supplemental, by work e-mail.
- B. All vacancies shall be posted internally within the district, for at least three (3) work days, prior to an external posting/announcement.
- C. The vacancy notice shall set forth the position title, qualifications, licensing, and/or certification requirements, description of duties, title of immediate supervisor, date of initial posting and last date to apply for the position.
- D. Positions will not be posted until there is a written notification to the Board of the resignation, retirement or other reason causing the opening. A unit member employed by another school district shall constitute notification.

D. **SUMMER POSTINGS**

- 1. Unit members who may desire a transfer or may be interested in other positions that could become vacant over the summer months when school is not in session must complete a potential change of assignment form distributed by the district office and filed with his/her building principal prior to April 30th of each year.
- 2. Unit members shall be notified of all vacancies, certified or supplemental, by work e-mail or automated phone call. It is the responsibility of the unit member to have a current phone number on file with the district office.
- 3. Summer postings shall follow the notification procedures in Section (C)(1) above except when a vacancy occurs after July 31st. Between August 1st and the tenth (10th) day following the first student day, there shall not be a minimum posting period and the position may be filled as soon as possible.

E. **FILLING OF A VACANCY**

- 1. Unit members may apply for a position by indicating their interest in writing to the Superintendent or his/her designee by the deadline established in the posting.

2. It shall be the responsibility of the unit member to ensure that the district office has updated copies of all certificates/licensure on file.
3. Any unit member who does not receive a position for which they applied will upon request to the Superintendent be given reasons for the denial and the unit member may record the reasons given by the Superintendent.
4. Vacancies shall be filled by the most qualified candidate based on the following criteria:
 1. Job related licenses, endoresements and/or certificates;
 2. Overall Performance Ratings (formal and informal evaluations) for the last three evaluation years, if available;
 3. Extra-curricular/co-curricular interests;
 4. Opportunity for professional growth;
 5. Additional coursework related to education;
 6. Training and experience;
 7. Length of service in the district;
 8. Desires of the unit member;
 9. The needs of the district.
 10. Job requirements of the position as established by the posted job description per Article 6 – Vacancy and Transfers, Section (C)(1)(C).

F. INVOLUNTARY TRANSFERS

1. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent and/or her/his designee. The unit member and the Superintendent may, at their option, have a representative of their choice present at such meeting. The Superintendent or his/her designee will provide notice to each affected unit member of an involuntary transfer no less than fifteen (15) days prior to the official involuntary transfer date with the exception of (F)(2). If requested by the unit member, the Superintendent will explain the reason(s) for the transfer to the unit member.
2. Under normal circumstances an involuntary transfer shall occur by July 10th. Involuntary transfers after July 10th shall occur only as a result of a unit member leaving employment with the District after July 10th, enrollment changes requiring the hiring of staff or exceeding class size limits, building openings, or district realignment or other extenuating circumstances.
3. The Board shall move the materials of any member involved in an involuntary transfer from his/her previous classroom/office/building to his/her newly assigned classroom/office/building. The member shall be responsible for boxing and labeling his/her material.

ARTICLE 7
NON-RENEWAL OF LIMITED CONTRACTS

After a unit member has been employed in the Southwest Licking School District for four (4) years, non-renewal of a unit member's limited contract will be for reasons substantiated in the unit member's evaluations or for good and just cause. Except for unit members with four (4) or fewer years of employment in the District, this Article shall supersede ORC 3319.11 and 3319.111.

ARTICLE 8
JOB SECURITY

No member of the Bargaining Unit shall be terminated except for good and just cause, except as in Article 7 – Non-Renewal of Limited Contracts.

Any unit member confronted with the termination of their employment contract by the Board of Education shall have the option of challenge to said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by utilizing the provisions of the Negotiated Agreement.

ARTICLE 9
FAIR SHARE FEE

A. RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

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

B. SCHEDULE OF FAIR SHARE FEE DEDUCTION

All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position (which shall be the required probationary period), or
2. January 15th

ARTICLE 10

SENIORITY

A. SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time a unit member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time unit members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time unit members shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No unit member shall accrue more than one (1) year of seniority in any work year.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more unit members have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior unit members:
 - A. The unit member with the first day worked; then
 - B. The unit member with the earliest date of employment (date of hire); then
 - C. By lottery, with the most senior unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association Representative.

C. SUPERSENIORITY

For layoff purposes only, unit members employed under continuing contract shall have greater seniority than unit members employed under limited contract for the 2014-15 and 2015-16 school years. Effective the 2016-17 school year, unit members employed under continuing contract shall have greater seniority than unit members employed under limited contract within the same group in accordance with Article 18 – Reduction In Force, Section (C)(3).

D. LOSS OF SENIORITY

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

E. POSTING OF SENIORITY LIST

A seniority list shall be prepared, provided to the Association President or Co-Presidents and posted in each building on or before November 1st of each school year. The Board of Education or its designee will include in the seniority list the area of certification, the first day worked, the date of Board of Education resolution to hire and contract status (continuing or limited) of each unit member.

In the event of a layoff, prior to the Board of Education's layoff action, the Board of Education or its designee will provide to the Association President or Co-Presidents and post a seniority list containing the information set forth in paragraph E. above, plus:

- A. The names of unit members on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior unit member appearing at the top of the listing and the name of the least senior unit member appearing at the bottom of the listing.
- B. The names of unit members who are certified in more than one (1) area shall be included on the list for all areas of certification.
- C. The names of part-time unit members shall appear on the seniority list but shall be listed separately from the names of full-time unit members.

F. CORRECTION OF INACCURACIES

Each unit member shall have a period of thirty (30) calendar days after posting of the annual seniority list in which to advise the Treasurer in writing of any inaccuracies in the posting and the basis of the claim that an inaccuracy exists. The Board of Education or its designee(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list within seven (7) school days in each building. A corrected copy shall be provided to the Association President or Co-Presidents at that time.

In the case of the seniority list provided in anticipation of a layoff, each unit member shall have a reasonable time, but no less than five (5) working days, after the layoff seniority list is posted to advise the Treasurer in writing of any inaccuracies in the posting and the basis of the claim that any inaccuracy exists. The Board of Education or its designee(s) shall investigate all reported inaccuracies and may make such adjustments as may be in order and post the updated list within seven (7) school days in each building. A corrected copy shall be provided to the Association President or Co-Presidents at that time.

No protest shall be considered after the time limits for posting set forth in this Article and the list shall be considered as final until the next posting.

ARTICLE 11
MANAGEMENT RIGHTS

The Southwest Licking Local Board of Education retains all rights, powers, and responsibilities as prescribed in law except as specifically modified or altered by this Negotiated Agreement.

SECTION III - UNIT MEMBER CONDITIONS

ARTICLE 12

RESPONSIBILITIES AND DUTIES OF TEACHERS

- A. In addition to a normal classroom assignment, a teacher is expected to handle details of record keeping and reports required by the Board of Education and Administration.
- B. Teachers may be required to keep an outline of class procedures, including daily lesson plans, for use by principals, supervisors, and substitute teachers.
- C. Teachers shall be required to keep classes in session each day during school hours and shall not be permitted to dismiss them for any time, however short, without consent of the Principal or the Local Superintendent. Teachers shall dismiss their classes promptly at the appointed time.
- D. Teachers may be expected to help with non-classroom activities, within the contractual day, deemed essential by the Administration to be in the best interest of the students and the efficient operation of the schools.
- E. Unit members shall not be absent from school without prior notification of the Principal, or other automated procedures, except in cases where extreme emergencies make such notification impossible. Unit members may leave their assigned building during their duty-free lunch time, except in cases of emergency the Principal may require a unit member to stay in the building.
- F. Unit members, other than nurses, shall be excluded from being required to perform nursing, medical and/or custodial procedures. Such procedures shall include but not be limited to passing meds, catheterization, toileting, etc. This includes at school camp during which a nurse will be provided by the Board of Education.
- G. **SUBSTITUTES**
 - 1. In the event of teacher absence, every effort will be made to secure the services of a substitute teacher.
 - 2. There will be three (3) classes of substitute teachers:
 - A. Casual substitutes - substitutes hired on an as-needed basis.
 - B. Casual substitutes who are hired to work every day but who work in different positions throughout the school year.
 - C. Long-Term Substitute teachers employed to take the place of a unit member absent for part of or the entire school year.
 - 3. Long-Term Substitutes
 - A. Long-term substitutes (120 or more days in a school year) shall have no expectation of continued employment beyond the length of service at the time of their employment and said long-term substitutes shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

- B. If reemployed in the succeeding school year will be given salary schedule credit for the year of substitute service.
- C. The provisions of this Agreement regarding evaluations and renewal of teacher contracts shall not apply to long-term substitutes.
- D. Long-term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE 13
CLASS SIZE AND TEACHING CONDITIONS

- A. The Board of Education and the Association agree that class size should be consistent with the standards of quality education.
- B. The parties agree that in grades K-5 every reasonable effort should be made at the commencement of the school year to provide one (1) full time classroom teacher for every twenty-two (22) students. The maximum number of students in grades 4-5 classrooms will not exceed twenty-six (26). The maximum number of students in each K-3 classroom shall be twenty-two (22) students. The Board of Education will not be required to respond until this limit is exceeded.
 - 1. In grades K through 5 Art, music and physical education will be subject to a class size limit of forty (40) students.
 - 2. Classes may exceed the class size limit by agreement between the classroom teacher and the building principal. A SLEA representative may be included in the discussions between the classroom teacher and the building principal if requested by the unit member. K-5 teachers who agree to exceed the class size limit by one (1) student shall be paid \$45.00 per day or a pro-rated amount for the percentage of the day than an additional student is assigned to the teacher (Appendix F). There shall be no reprisals against a unit member who refuses to accept more than K-3 twenty-two (22) students, 4-5 twenty-six (26) or Art, music and physical education forty (40) students.
 - 3. No more than 35% of students assigned to any general or co-taught class shall be comprised of students on 504 or IEP's (not including students on IEP's for speech only).
- C. The parties agree that in grades 6-12 classes will be scheduled such that classroom teachers will not be assigned more than one hundred sixty (160) pupils in one (1) day for the purpose of instruction. Every reasonable effort shall be made to keep individual class sizes at no greater than thirty (30) students except where the teacher agrees to accept more than thirty (30) students. There shall be no reprisals against a grades 6-12 unit member who refuses to accept more than thirty (30) students.
 - 1. Art and physical education will be subject to a class size limit of forty (40) students per teacher per class.
 - 2. Music and other group activity classes will not be subject to a class size limit.

3. Classes may exceed the class size limit by agreement between the classroom teacher and the building principal. A SLEA representative may be included in the discussions between the classroom teacher and the building principal if requested by the unit member. 6-12 teachers who agree to exceed the individual class or daily pupil limit shall be paid \$45.00 per day for 1-5 additional students. Unit members will not be paid more than \$45.00 per day for exceeding both the individual class and daily pupil limits.
 4. No more than 35% of students assigned to any general or co-taught class shall be comprised of students on 504 or IEP's (not including students on IEP's for speech only).
- D. The administration will make every effort to make classroom assignments and develop schedules which are in full compliance with the provisions of this Article. Should overages occur, all necessary adjustments shall be made within five (5) student days after the administration has been properly notified.
- E. The Employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury or illness to employees. The Employer's Occupational Safety and Health Program shall comply with the requirements of the basic program elements of the Ohio Department of Industrial Relations, Division of Occupational Safety & Health.
- F. The Board of Education and Association recognize the increasing student populations at the Middle School and High School may necessitate staggered scheduling wherein, at the high school for example, the student day could change from eight (8) to nine (9) periods. Such a staggered schedule would cause some unit members to work periods one through eight (1 through 8) while the remaining unit members work periods two through nine (2 through 9).

If the Board of Education determines that staggered scheduling will not resolve the crowded student population problem the parties agree to reopen negotiations only for the purpose of determining a different flexible schedule. The provisions of Article 1 - Negotiations Agreement, Section (I), shall apply in order to carry out bargaining; however, if the parties are unable to reach agreement on a new schedule before July 1st of each school year in question, the status quo shall be maintained for that school year.

- G. Representatives of the bargaining unit appointed by the Association and the Administration of each building will plan for the contingencies of utility failures, leaks, extreme temperatures and other items as agreed upon. A plan and time limits will be developed by the building administration and unit members appointed by the Association from that building by consensus and will include the option of removal to alternative sites where supervision and facilities are available.
- H. All unit members shall have a duty-free uninterrupted lunch period each day of at least thirty (30) consecutive minutes as required by the Ohio Revised Code.
- I. Each teacher at the elementary level shall be provided with a preparation conference period of forty (40) consecutive minutes per day and each teacher at the middle school and high school shall be provided with a preparation/conference period equal to a class period each day.

Travel time shall not be considered a part of the assigned planning/conference time. In the event a class day is shortened, the planning/conference period will be reduced accordingly.

- J. All grading periods shall end on the last student day of the week. Grades for grading periods 1-3 will be due by 11:59 p.m. on the second (2nd) day students are in attendance following the end of the grading period. Grades for the final grading period will be due on the last teacher workday.

At the conclusion of the fourth (4th) nine (9) week grading period, unit members may give students final tests not more than five (5) working days before the last student day of the school year.

- K. Bargaining unit members shall check e-mails daily.
- L. Bargaining unit members will use progress book to post grades and/or comments bi-weekly for parent viewing.
- M. An IT person will be designated for each building.
- N. No later than August 1st of each school year, the Director of Curriculum, the Assistant Superintendent or designee, shall inform all unit members the professional development calendar for the upcoming school year.
 - 1. No later than April of each school year, unit members shall be surveyed as to their wants and needs regarding professional development.
 - 2. The survey results will be used to inform administration in identifying and developing areas of professional development to provide staff with the greatest opportunity for learning and growth, both individually and collectively.
 - 3. Professional development/planning days may be differentiated. Unit members may have more than one option to choose from on any given professional development/planning day.
 - 4. The Administration shall be responsible for planning and delivering quality professional development on eight (8) days as set forth in Article 17 – School Year/School Day.

ARTICLE 14

LENGTH OF CONTRACTS

The issuance of limited and continuing contracts by the Board of Education shall be in accordance with provisions of the Ohio Revised Code.

A. CONTRACT SEQUENCE

In the issuance of limited contracts, the Board of Education will follow the sequence below:

- 1. Unit members new to the District shall receive a one (1) year limited contract.
- 2. Unit members whose contracts are renewed after one (1) year of service in the District shall receive a one (1) year limited contract.

3. Unit members whose contracts are renewed after two (2) years of service in the District shall be eligible for a two (2) year contract.
4. Unit members whose contracts are renewed after four (4) years of service in the District shall be eligible for a three (3) year contract.
5. Unit members whose contracts are renewed after seven (7) years of service in the District shall be eligible for a five (5) year contract.

C. **Continuing Contract**

The procedure below will govern the awarding of continuing contracts by the Board of Education:

1. A unit member, knowing he/she will become eligible for a continuing contract before the end of a proposed limited contract, may request in writing by April 1st, a limited contract of shorter duration than specified above. A unit member making this request must have served in the District for at least four (4) years.
2. Upon meeting the requirements for a continuing contract as prescribed in the Ohio Revised Code and upon conclusion of their current limited contract, a unit member shall be eligible for a continuing contract.
3. A member will receive a continuing contract only after the State Department of Education's requirements are met and the member applies in writing for a continuing contract. The member will complete all necessary documentation and submit it to the Building Principal by September 10th. The Board shall notify members through district publications the requirement of written application for continuing contract.

ARTICLE 15
SERVICE CREDIT

- A. The salary of a unit member is based on years of service. A unit member, continuing to teach in the Southwest Licking Local School District, receives credit for all years of teaching experience which consist of one hundred twenty (120) days in a given year under a unit member's contract appropriate to their academic training level on the salary schedule of the Southwest Licking Local School District (ORC 3317.13).
- B. A unit member, new to the District, receives credit for each year to a maximum of ten (10) years and within the discretion of the Superintendent, up to fifteen (15) years consisting of one hundred twenty (120) days in a given year under a unit member's contract.
- C. Credit is given for each year of active military service up to a maximum of four (4) years with a partial year of eight (8) continuous months or more of service counting as a full year (ORC 3317.13).

ARTICLE 16 **EVALUATION**

PURPOSE

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 2. To inform instruction.
 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.

APPLICATION

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
1. Teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a permanent certificate issued under Section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 3. Teachers working under a permanent certificate issued under Section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
 4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
- B. The evaluation of other bargaining unit members including but not limited to guidance counselors, teachers on special assignments (TOSAs), librarians, speech therapists, teachers with less than six students, and teachers who are new to the profession will not consist of growth data and 100% of their evaluation will be compromised of their evaluation matrix (Appendix D) unless data is available for the previous year.
- C. Teachers who receive an overall summative rating of accomplished with above or expected growth data will be evaluated every three (3) years. On non-evaluative years, one (1) formal observation shall occur of at least thirty (30) minutes at the elementary level, and as close as possible to a class period at the secondary level at a mutually agreed upon time by the principal and teacher. The teacher and principal shall meet within five (5) days to discuss the formal evaluation, and no paperwork will be generated in this process.
- D. Teachers who receive an overall summative rating of skilled with above or expected growth data will be evaluated every two (2) years. On non-evaluative years, one (1) formal observation shall occur of at least thirty (30) minutes at the elementary level, and as close as possible to a class period at the secondary level at a mutually agreed time agreed upon by the principal and teacher. The teacher and principal shall meet within five (5) days to discuss the formal observation, and no paperwork will be generated in this process.

- E. Teachers who receive an overall summative rating of developing or ineffective or are skilled with below expected growth data will be evaluated the following year.
- F. Teachers who provide a letter of intent to retire by December 1st will not be evaluated during that school year.
- G. Teachers who have been on approved leave for fifty percent (50%) of the work days in a year will not be evaluated.
- H. If Ohio Revised Code changes the frequency of required evaluations, then the school year following the effective date of change, the district will convert to the minimum time evaluations are required.
- I. However, in the final year of a limited or extended limited contract pursuant to Ohio Revised Code 3319.11, unit members will be evaluated.

EVALUATION COMMITTEE

1. Among its responsibilities, the District Leadership Team will serve as the Evaluation Committee (Committee). This committee will assess, review, and approve the many facets of Student Growth Measures (SGM's) and oversee professional development on SGM's. The Committee shall be comprised of maximum of nine (9) Association members with a minimum of two (2) per level - Elementary (K-5), Middle school (6-8), and High school (9-12) mutually agreed upon by the Association President or Co-Presidents and Superintendent or his/her designee and a maximum of three (3) administrator members.
2. The committee will be co-chaired by one (1) Association member and one (1) administration member. The meeting agenda will be set jointly by the co-chairs.
3. The committee shall develop the ground rules by which the committee shall operate.
4. The committee shall establish a sub-committee(s) to assist with their work including the approval of SLO's which will consists of a maximum three (3) Association members from each building jointly appointed by the Superintendent or his/her designee with recommendations from the Association President or Co-Presidents and an maximum of three (3) administrators.

STUDENT LEARNING OBJECTIVES (SLO's)

1. Teachers who do not have value added data or vendor approved data will create two (2) SLO's.
2. One (1) of the SLO's will be based on the goals of the district.
3. The second (2nd) SLO will be based on content standards.
4. An entire class roster must be used as the group for an SLO. No students may be excluded from the data, and if a student leaves the class period but is still a student of the teacher in the same course, their data will be included.
5. Students who are absent from class for twenty-five percent (25%) or more of the defined interval may not be included in the data.

6. Students will take the pre-assessment within five days of joining the class, and their target will be adjusted for the length of time between the pretest and the post assessment.
7. SLO's growth must be rigorous and be indicative of the performance expected of a student upon near completion of the course.
8. All SLO's must be submitted by October 1st and will be approved by the SLO committee no later than November 1st.
9. A teacher must revise his or her SLO's as required by the SLO committee and follow the due dates for revisions created each year. This is a collaborative process between the teacher and the SLO committee members.
10. Upon completion of the post-assessment, the teacher will supply the data to the SLO committee for review as well as the teacher's evaluator.
11. The two SLO's will be of equal weight of twenty-five percent (25%) each.

CRITERIA FOR ASSESSING TEACHERS PERFORMANCE

- A. A teacher's performance shall be assessed based on the Ohio Educator Standards Rubrics for teaching and the criteria set forth in the evaluation instrument (Appendix D) to this Negotiated Agreement.
- B. The assessment of a teacher's performance shall be based solely on the evidence provided by the teacher, and the formal observations/walkthroughs by the teacher's assigned evaluator that are set forth in this Negotiated Agreement.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. All results and conclusions of an assessment of a teacher's performance shall be documented and supported by evidence.

OBSERVATIONS DURING AN EVALUATION YEAR

- A. Schedule of Observations
 1. A minimum of two (2) formal observations shall be conducted at a mutually agreed upon times. A formal observation at the middle school and high school shall last close to one class period but not less than thirty (30) minutes. A formal observation at the elementary school shall last at least thirty (30) minutes or no greater than sixty (60) minutes. There shall be at least six (6) work weeks between formal observations with one (1) during the first semester and one (1) during the second semester unless mutually agreed upon between the teacher and evaluator. The first formal observation shall be completed by November 15th. The second formal observation shall be completed by May 1st.
 - a. In addition, the evaluator will indicate a preliminary overall current teacher performance rating based on the combination of each observation/walkthrough sequence to provide the teacher with timely feedback on his/her performance.

B. Observation Conference

1. Mutually agreed upon times will be established to perform a pre-conference meeting, a formal observation, and post conference meeting.
2. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
3. A pre-conference meeting between the evaluator and the teacher will occur at least three (3) days prior to the formal observation or less if mutually agreed upon. At this meeting, the teacher and administrator will discuss the content of the pre-observation form and the teacher shall be given the opportunity to provide evidence for the standards (Appendix D).
4. A post-observation conference shall take place within five (5) working days following the formal observation. Teachers shall be given the opportunity to provide evidence for the standards. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement both supported by evidence and an initial overall rating for that observation and the completed rubric (Appendix D).
5. A teacher will be given cycle paperwork within five (5) days of the post-conference.
6. A teacher shall have five (5) days to provide additional evidence for the current cycle after being given cycle paperwork.
7. A teacher will sign, date, and return the paperwork upon receipt. Signature means the teacher is acknowledging receipt of paperwork not agreement.
8. A teacher shall have five (5) days to provide additional evidence for the current evaluation cycle after receiving the final summative rating of teacher performance paperwork.

WALKTHROUGHS

1. A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of refinement.
2. The walkthrough shall consist of at least five (5) consecutive instructional minutes, but not more than fifteen (15) consecutive minutes in duration.
3. The teacher shall be provided a copy of the walkthrough form that provides an area of refinement and reinforcement no later than five (5) work days following the walkthrough and the evidence will be shared at the post conference.
4. No more than four (4) walkthroughs shall be conducted in each evaluation cycle unless more are requested by mutual agreement between the teacher and administrator.
5. Walkthroughs shall not disrupt and/or interrupt the classroom learning environment.

EVALUATORS

1. The person who is responsible for assessing a teacher's performance shall be:
 - A. The teacher's building administrator or superintendent.
 - B. In the event a teacher performs work under the supervision of more than a single building administrator, one building administrator shall be designated as the evaluating administrator.
 - C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, Association membership, and/or Association activism.
 - D. The evaluator shall not be a bargaining unit member.
 - E. The evaluator will be re-credentialed before beginning an evaluation as required by the state.

ORIENTATION OF TEACHERS DURING AN EVALUATION YEAR

1. Not later than September 15th, each teacher shall be notified in writing of the intent to evaluate and the name and position of his/her evaluator. In the case of a new teacher or one reassigned after the beginning of the work year, within ten (10) days of the first day of employment or reassignment.
2. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:
 - A. An unforeseen emergency arises and a new evaluator must be chosen, with the mutual agreement of the Association President or Co-Presidents and the Superintendent.
3. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.
4. Building Administrators will be responsible for providing an explanation of those appraisal procedures individually or in group sessions to all persons being evaluated prior to any formal observations or walkthroughs being conducted. Unit members who have been through the evaluation process may waive this right at their own discretion.

SCHEDULE OF EVALUATION

1. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) formal observations.
2. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by April 15th. The Superintendent may waive the third observation.

3. The evaluation cycle shall be completed no later than April 15th, and the teacher being evaluated shall receive a written report of the results of said evaluation cycle, including the determined final summative rating of teacher effectiveness, at the second (2nd) post conference and not later than May 10th.

FINALIZATION OF EVALUATION

1. At the completion the evaluation cycle, and no later than May 10th, a conference shall be held between the teacher and the evaluator to enter the final summative rating of teacher effectiveness.
2. The district shall only enter into ETPES the minimum amount of information required by the state.
3. The following will be placed in member permanent files: Final Summative Rating of Teacher Effectiveness from ETPES, professional growth plan OR improvement plan.
4. The bargaining member can attach additional information to their final summative rating of teacher effectiveness.
5. The Principal or Superintendent shall make a final recommendation for the purpose of contract renewal as required by the Superintendent.

2014-2015 SCHOOL YEAR ONLY

1. For the 2014-15 school year evaluation cycle, the data component will be based on the 2013-14 value added data, vendor assessment 2013-14 school year for all teachers who had this data during the 2013-14 school year.
2. For teachers who during the 2013-14 had SLO data sheet, teachers will all resubmit SLO data sheet from 2013-14 with any corrections requested by SLO committee.
3. Once teachers have an approved SLO data sheet, then they can choose to do one of the following things: they can choose to use their 2013-14 SLO data sheet for their 2014-15 evaluation or they can use their 2014-15 SLO data sheet which will also be used for their 2015-16 year.

WRITTEN REPORT

1. Completion of Evaluation Cycle
 - A. The final summative rating shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance aligned to the Educator Standards assessed through evidence gathered during the walkthroughs and formal observations which are conducted for the current school year.
 - B. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any. A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the Performance Rubric.
 - C. The evaluator shall provide evidence of all data used to support the conclusions reached in the formal evaluation report.

- D. A teacher shall be given by the district one (1) paper copy of all information and documents obtained through the evaluation process.
- E. The evaluation report shall be signed by the evaluator and be given to the teacher by during the final summative rating meeting.

PROFESSIONAL GROWTH PLANS

Will be completed annually for the following teachers:

1. Teachers who receive a final summative rating of teacher effectiveness as accomplished will complete professional growth plans including during years they are not evaluated. A meeting will be held by May 15th to discuss evidence from the growth plan and discuss the teacher's new professional growth plan for the following school year.
2. Teachers receive a final summative rating of teacher effectiveness as skilled who have expected or above expected growth will complete professional growth plans including during years they are not evaluated. A meeting will be held by May 15th to discuss evidence from the professional growth plan and discuss the teacher's new growth plan for the following school year.
3. Teachers receive a final summative rating of teacher effectiveness as developing who have above expected growth will complete professional growth plans including during years they are not evaluated. A meeting will be held by May 15th to discuss evidence from the professional growth plan and discuss the teacher's new growth plan for the following school year.

IMPROVEMENT INSTRUCTIONAL COACHES AND SUPPORTING MEMBERS

1. Professional Development

Waiver/Professional Development Training Days may have differentiated instruction for members to choose sessions related to their practice.

2. Improvement Plan

A. Teachers will be placed on an Improvement plan in the following circumstances:

- receive a final summative rating of teacher effectiveness of ineffective
- and/or data is below expected growth.

B. A teacher on an improvement plan may request the assistance of an instructional coach. Such request shall be granted. All instructional coaches shall be unit members.

C. An improvement plan will be created that shall include reasonable release time for the instructional coaches to assist the unit member.

INSTRUCTIONAL COACHES

1. The instructional coach shall not have a formal evaluation role.
2. The coach's role is to support the growth of the educator through formative tools and practices.

3. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and their activities are not part of the evaluation process.
4. No instructional coach shall be requested or directed to divulge information from the written documentation or confidential instructional coach/mentee discussions.
5. All interaction, written or oral, between the instructional coach and the teacher shall be regarded as confidential.

SUPPORTING MEMBERS

1. Each elementary building will have two (2) Association members who have completed the OTES training and will act as a resource for members and high school and middle school will have three Association members who have completed the OTES training.

DUE PROCESS

1. A conference with the Superintendent to include the person being evaluated and the evaluator is required for any person whose renewal of contract is questionable as of January 15th. This conference will be held prior to January 30th.
2. Teachers may provide additional evidence to justify a final summative rating of teacher effectiveness different than what initially given by the evaluator within five days (5) of receiving written document is provided to them.
3. The teacher has the right to Association representation during all phases of the evaluation cycle. It is the responsibility of the teacher to request Association representation.
4. 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.
5. If a unit member believes that any of the procedures set forth in this Article have been violated, misinterpreted or misapplied, the unit member shall notify the evaluator according to Article 4 – Grievance Procedure.
6. In terms of evaluation, until a member has received three years of improvement plans, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
7. This does not preclude non-renewal action by the Board prior to June 1st for circumstances which were not known to the Board of Education by the January 30th date.

STATUTE CHANGES

1. Except as otherwise indicated in this Article, in the event legislative action by the Ohio General Assembly occurs at or after this Negotiated Agreement becomes effective, that impacts teacher evaluations, and that requires modification to this Negotiated Agreement to conform to the new statute, the parties to this Negotiated Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Negotiated Agreement.

DEFINITIONS

1. **Day**

As used in this Article, days means days when school is in session unless the teacher or administrator is absent during that observation or evaluation timeframe. If the teacher or administrator is absent the timeline will be extended by the number of days absent.

2. **Electronic Teacher and Principal Evaluation System (eTPES)**

The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.

3. **Evaluation Cycle**

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

4. **Evaluation Factors**

The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted according to state minimum, are student growth measures and teacher performance.

5. **Evaluation Instrument**

The forms used by the teacher's evaluator. The forms are located in Appendix D to this Negotiated Agreement.

6. **Evaluation Procedure**

The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

7. **Final Summative Rating of Teacher Effectiveness Evaluation Rating**

The final summative evaluation rating that is assigned to a teacher is based on the evaluation conducted pursuant to the terms of this Negotiation Agreement. The summative evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

8. **Ohio Teacher Evaluation System (OTES)**

The teacher evaluation system that is codified under Sections 3319.111 and 3319.112 of the Ohio Revised Code.

9. **Student Growth Measure (SGM)**

A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

10. **Student Learning Objective (SLO)**

A measurable academic growth target that a teacher sets at the beginning of the course/term for all students achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

11. **Teacher of Record**

Teacher records attendance of the student and grades are taken regularly.

12. **Teacher Performance**

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

13. **Superintendent**

As used in this Negotiated Agreement, "Superintendent" shall refer to the Local Superintendent of Southwest Licking Local Schools or Assistant Superintendent if applicable.

14. **Reinforcement**

Areas of success.

15. **Refinement**

Areas needing further support.

16. **Instruction Coach**

Unit member who works collaboratively supports a member in their practice and their activities are not part of the evaluation process.

ARTICLE 17
SCHOOL YEAR/SCHOOL DAY

THE SCHOOL CALENDAR WILL INCLUDE:

173 Student Days

- 2 Teacher work days at the beginning of the school year (one day for staff development and one day for individual teacher planning)
- 1 Teacher work day at the end of the school year
- 2 Parent/Conference days (Four [4] evenings)
- 5 Waiver/Professional development training days

183 Days — COE Day is a non-contractual day

- 3 Three (3) professional development/planning days which will consist of staff development and individual planning. One (1) professional development/planning day will be held on the last day of the first three (3) grading periods. If a test day or test make-up day falls on the last day of a nine (9) week period, the development/planning day will be held on the next school day. Professional development will be conducted from 8:00 a.m. – 11:10 a.m., lunch will be from 11:10-12:10 and individual planning will be conducted from 12:10 to 3:20 p.m.

186 Total Days — There will be no early release days

- A. Before the Board adopts a school calendar, the Association President or Co-Presidents shall have an opportunity to review and provide input. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) school days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted. Five (5) calamity days will be built into the school calendar. Unit members will not be required to make up the first five calamity days.
- B. The length of the school day for students in grades K - 8 shall not exceed six (6) hours and fifty (50) minutes. The length of the school day for students in grades 9 - 12 shall not exceed six (6) hours and fifty-four (54) minutes. The length of the work day for certificated staff shall not exceed seven (7) hours and ten (10) minutes with a common start and end time by building. Additionally, one and one-quarter (1¼) hours per week shall be scheduled as flexible time for certificated staff for the purpose of enhancing the academic program for that building, with this time normally being scheduled seven and one-half (7½) minutes before and seven and one-half (7½) minutes after the certificated staff work day except when it is used for special education meetings (IAT, IEP, MFE, 504 conferences) and parent meetings. Exceptional and occasional deviations from the seven and one-half (7½) minutes before and after flex time schedule may be arranged by agreement between the building principal and bargaining unit member. However, this additional time shall not be used to satisfy the non-classroom duties as stated in accordance with Article 12 – Responsibilities and Duties of Teachers, Section (D).

- C. Building Principals and the Director of Pupil Services will employ substitutes to cover special and regular education teachers during the school day when those teachers are needed for IAT, IEP, MFE, 504 conferences when those conferences cannot be accommodated within the teacher's one and one-quarter hours (1¼) hours of flex time.
- D. The Building Principal or the Superintendent may schedule one (1) meeting per month after the teacher workday and outside the one and one-quarter hours (1¼) weekly flex time. This meeting is not to last more than sixty (60) minutes. In the event of an emergency, the Superintendent may call more than the number of meetings set forth in this Article.

ARTICLE 18

REDUCTION IN FORCE

- A. When the Board determines that it will be necessary to reduce the number of teachers because of decreased enrollment, territorial changes affecting the district, return to duty of regular teachers after leave of absence, or financial reasons, a reasonable Reduction In Force (RIF) may be made. A RIF may only occur at the end of a school year except in the case of financial reasons which may occur at any time.
- B. The Superintendent shall notify the Association of the reasons for any anticipated staff reductions. The Association President or Co-Presidents will be provided with the following prior to the Board acting on his/her RIF recommendation:
 - 1. The provisions of Article 10 – Seniority, Section (E), including providing information to the Association President or Co-Presidents/designee shall be followed. The seniority list provided for in Article 10 – Seniority, Section (E) shall include contract status of all bargaining unit members, teaching field, total years of service in the bargaining unit and all areas of certification.
 - 2. For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure.
 - 3. Effective 2016-17 the Association President or Co-Presidents will also be provided final summative evaluation rating for unit members.
 - 4. A list of positions to be reduced.
 - 5. The reasons for such reductions.
- C. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following criteria in recommending which teachers are to be laid off:
 - 1. The Board may make any reductions in force first through attrition.
 - 2. For any reduction in force occurring between the adoption of this negotiated agreement and prior to 2016-17 school year all teachers shall be considered comparable and the RIF shall be on the basis of seniority and contract status within area of certification/licensure.

3. Any reduction in force occurring effective the 2016-17 school year or in subsequent school years shall proceed using the following procedures and criteria:

Bargaining unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each Group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.

- A. Group One shall be comprised of all members who were rated "Ineffective" on their evaluation using the calculation set forth below;
- B. Group Two shall be comprised of all members who were rated "Developing" on their evaluation using the calculation set forth below; and
- C. Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.

4. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.

Any RIF that is effective the 2016-17 school year or after, the teachers' final summative rating shall determine which group the teacher is in. Teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:

- Ratings of Accomplished shall equal four (4) points;
- Ratings of Skilled shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2 + 3 + 3 = 8 / 3 = 2.666$ which is rounded to $3 =$ Skilled).

Experienced teachers new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their two (2) years' scores averaged for placement in the appropriate Group.

Teachers who are rated "Accomplished" and who are evaluated once every three years shall be deemed to be "Accomplished" (i.e. shall receive 4 points) for the years in which they are not evaluated.

Teachers who are rated "Skilled" and who are evaluated once every other year shall be deemed to be "Skilled" (i.e. shall receive 3 points) for the years in which they are evaluated.

The order of the reductions within each Group shall be:

- A. Members under limited contracts beginning with the least senior; and then,
 - B. Members under continuing contracts beginning with the least senior.
5. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
- D. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees.
- E. The following procedures will be used in the recall process:
1. Teachers who were employed under a continuing or limited contract when laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff unless:
 - a. recall rights are waived in writing by the teacher;
 - b. a resignation is offered by the teacher; or
 - c. the teacher fails to accept the position to which he/she has been recalled.
 2. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the work in question.
 3. Notice of recall will be by electronic mail and/or certified mail to the last address given to the Board by the teacher. The teacher has ten (10) days after receipt of the notice of recall to indicate acceptance or not. No acknowledgment of the notice within fifteen (15) days of the date it was sent or mailed will be the same as refusal.
 4. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.
 5. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF.

SECTION IV – LEAVES

ARTICLE 19 **SICK LEAVE**

- A. Each unit member of the Southwest Licking Local Schools shall be entitled to fifteen (15) days sick leave with pay, for each contract year, which shall be credited at the rate of one and one-fourth (1¼) days per month completed as provided by ORC 3319.141. Unused sick leave shall be cumulative.

- B. Previously accumulated sick leave from a public agency in the State of Ohio, and from any other state, may be transferred and accepted by the Southwest Licking Local School District. The transfer of sick leave shall be the responsibility of the unit member. At no time shall the transferred accumulation exceed that which could have been earned by a unit member of the Southwest Licking Local School District.
- C. Unit members may use sick leave for absence due to personal illness, pregnancy, injury, or exposure to contagious disease.
- D. Unit members may use sick leave for absence due to the illness, pregnancy, or injury of a spouse or minor child.
- E. Unit members may use sick leave for absence due to the illness, or injury to parents/guardian, adult children, grandparents, siblings and corresponding step-and in-law relations. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Local Superintendent.
- F. Unit members may use sick leave for the death of any relative listed in Paragraph (D) or (E) above. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Local Superintendent.
- G. Consistent with O.A.G. 74-022, a pregnant unit member may be granted sick leave for any incapacitation due to pregnancy, whether such incapacitation occurs during the pregnancy or subsequent to the birth of a child.
- H. When a unit member is absent for any reason, a report for such absence signed by the unit member and the Building Administrator shall be completed by such unit member on a form supplied by the Board of Education and shall be filed with the Treasurer on the day the unit member returns to work.

Such a record, completed and signed by a unit member shall be certification by the unit member that the facts and statements contained in the said report are true and correct. If the administration conducts a reasonable investigation and has reasonable cause to believe that a unit member is abusing sick leave, the administration (Superintendent) may request a physician's statement regarding the illness. The administration may utilize the provisions of the Ohio Revised Code to deal with sick leave abuse.

- I. Up to fifteen (15) days of accumulated sick leave per year will be considered unrestricted. For purposes of this Article, "unrestricted" shall mean sick or bereavement leave in connection with a person not listed in Sections (D) or (E) above. These fifteen (15) days are not in addition to the days accumulated under Section (A) above.

J. **Recognition for outstanding achievement:**

A unit member shall receive one-half (1/2) day's pay if he/she uses no more than three (3) sick days during the school year.

A unit member shall receive one (1) day's additional pay if he/she uses zero (0) sick days during the school year.

This bonus shall be given on the last pay date in June.

Any bargaining unit member who retires or resigns on or after May 1 of any school year shall receive the sick leave bonus, if eligible. Any bargaining unit member who retires or resigns prior to May 1 of any school year shall not be eligible for the sick leave bonus. The sick leave bonus will be paid the next pay date following the date of retirement.

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit members shall receive the sick leave bonus, if eligible. The sick leave bonus shall be paid in accordance with Article 36 - Severance, Section (C).

ARTICLE 20

MATERNITY/PATERNITY/ADOPTION LEAVE

A. MATERNITY LEAVE

A pregnant unit member may use up to twelve (12) weeks of unused accumulated sick leave as maternity leave with the option of using a maximum of fifteen (15) of those days prior to birth. In order to be granted sick leave due to pregnancy beyond the twelve (12) weeks period stated in this paragraph, a physician's statement will be required.

If the birth occurs between the last contracted work day of a school year and the first contracted day of the subsequent school year, she may not postpone leave until the beginning of the subsequent school year. With the exception of current bargaining unit members who acquire a child prior to August 13, 2014.

B. PATERNITY LEAVE

The use of sick leave for paternity purposes shall be up to six (6) weeks after the birth of a child. If the birth occurs during the period indicated in Section (A) above, the Paternity Leave may not be postponed.

C. ADOPTION LEAVE

A unit member may be granted adoption leave charged to their sick leave for eight (8) weeks prior to and eight (8) weeks following the adoption of a child or children. If the adoption occurs during the period indicated in Section (A) above, the Adoption Leave may not be postponed.

ARTICLE 21
SICK LEAVE BANK

There will be a Sick Leave Bank (SLB) for unit members to be established and administered as follows:

A. PURPOSE

In the event a unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave accumulation and has been advanced five (5) sick days, the unit member may request sick leave days that have been voluntarily donated to the SLB. For purposes of this Article “catastrophic” shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences. SLB days will be approved to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. SLB usage is limited to catastrophic illness or injury of the unit member, spouse, children, parents, adult children, grandparents, siblings, corresponding step and in-law relations, and same sex domestic partners if recognized by Ohio state law.

B. ELIGIBILITY

In order to be eligible to receive sick leave days from the SLB, a unit member must be enrolled in the school year s/he submits an application.

C. ENROLLMENT

1. All donations to the SLB shall be voluntary. Unit members wishing to participate in the SLB are required to fill out a one-time enrollment form (Appendix E). Once a unit member elects to join the SLB, they shall be considered a permanent participant unless a written notice to withdrawal is provided to the Sick Leave Bank Committee (SLBC) of his/her intent to withdraw. Enrollment in the SLB shall be continuous from year to year unless a unit member withdraws. Withdrawals are accepted only during an enrollment period, in August, and only upon written notice by the unit member to the SLBC of his/her intent to withdraw. If a unit member withdraws from the SLB, s/he is not eligible to use the SLB that school year and until they re-enroll during the August window of enrollment.
2. Unit members not in the SLB who wish to participate must complete the enrollment form (Appendix E) during the month of August, and donate one (1) full sick day. A unit member cannot join the bank midyear unless s/he begins active service after the first fifteen (15) days of the teacher work year or is a first (1st) year employee in the District with no sick leave accumulation transferred to the District. In such a case, he/she shall be allowed to join the SLB by completing the form within the first thirty (30) days of their employment. Enrollment forms must be submitted to a member of the SLBC.
3. Days contributed to the SLB are non-returnable.
4. Contributions to the SLB shall not count against a unit member’s record of attendance.

D. USAGE

1. An application for an allotment from the SLB will be accepted only from eligible unit members who have enrolled and contributed to the SLB that school year.
2. The unit member needs to submit an application (Appendix E) to a member of the SLBC.
3. Allotments will be limited to use for illness or injury as defined in Section (A), Purpose. A doctor's statement may be required in order for the request to be considered or approved.
4. If additional time is needed, the unit member must submit another application.
5. Each injury or illness will be treated as a separate application, as determined by the SLBC.
6. Days allotted from the SLB will be paid at one hundred percent (100%) of the unit member's daily rate of pay. Allotments from the SLB will be made only for absences under a unit member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time, supplemental or second position held by a unit member with a full-time contract.
7. Unused SLB days will accumulate from year to year.
8. If the total days remaining in the SLB reach thirty (30) or less, a donation of one-half ($\frac{1}{2}$) day of sick leave will be taken from every enrolled unit member. Unit members will be notified by email before the one-half ($\frac{1}{2}$) day is taken.

The maximum number of days to be issued from the SLB in any one school year will be equal to one-half ($\frac{1}{2}$) the number of unit members as counted on September 1st of the school year.

9. The SLB shall not be used as a means for increasing retirement compensation.
10. In no case shall the SLB prevent or prolong a unit member from applying for and going on disability retirement. The SLBC may require a unit member to apply for STRS disability as a condition of approval or for continuance of approval.

E. SICK LEAVE BANK COMMITTEE

1. The SLBC shall be a five (5) member Committee comprised of three (3) Association Executive Committee members as standing committee members with two (2) floating members selected by the standing committee members. All decisions of the SLBC are final and not subject to appeal.
2. The SLBC shall review and approve or deny all applications to the SLB. The SLBC shall also determine the necessity for additional contributions to the SLB and shall notify SLB members of the intent to deduct sick leave contributions, pursuant to Section (C)(8).
3. The SLBC shall be responsible for reporting data concerning the SLB to the district Treasurer.

4. The SLBC shall review the operation of the SLB, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board in February of the year the contract is set to expire.

ARTICLE 22

PROFESSIONAL LEAVE

A. PROVISIONS

Unit members of the Southwest Licking Local School District may be granted professional leave with reimbursement for actual expenses upon approval of the Superintendent. Professional leave may be requested in the following manner:

1. As a part of an individual building professional leave plan which is:
 - A. Tied to building goals, and,
 - B. Established in consultation with the teaching staff.
2. Upon an individual unit member request.
3. Upon the recommendation of the Building Administrator or Superintendent.

B. CONDITIONS

1. The extent of professional leave available shall be governed by an annual professional leave budget assigned to each building upon recommendation of the Superintendent and approved by the Board of Education.
2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the unit member. No more than ten percent (10%) of the total unit members in a building may use professional development leave on the same day unless approved by the Superintendent or designee.
3. The request for leave shall include an estimate of expenses which shall be limited to transportation, lodging and registration fee and a brief outline of the objectives of this particular professional participation. If the request includes a registration fee, such fee shall be paid by the Board of Education in advance of the leave.
4. Visitations of unit members to other schools or programs shall be a part of the professional leave program.
5. Payment for actual expenses, as specified in (3.) above, will be made upon submission of a Professional Leave Expense Report along with the necessary accompanying receipts. The Board of Education is obligated to pay no more than the estimated expenses submitted in Professional Leave Request Form. The Board of Education will be obligated for any expenses which are more than the estimated amount only upon the approval of the Superintendent.

If the unit member does not participate in the applied-for-leave, it is his/her responsibility to carry out the proper cancellation procedures. If an expense is incurred by the Board of Education due to non-attendance, the unit member must reimburse the Board of Education.

6. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included on the space provided on the Professional Leave Expense Report.
7. In the event a unit member believes that they have been denied professional leave when other members have been permitted to attend multiple professional conferences paid for by the same building budget or state/federal grant, such bargaining unit member may request a review by the appropriate administrator. If appropriate in the discretion of the Administrator, the unit member may be given reimbursement for conferences already attended (if funds are still available); approval for professional leave or other relief deemed appropriate by the Administrator. If the unit member is not satisfied with the administrator's decision, he/she shall have the right to appeal the matter to the Director of Certified/Licensed Personnel, whose decision shall be final.

ARTICLE 23 **MILITARY LEAVE**

- A. Unit members shall be granted leave with pay for military reasons up to a maximum of thirty-one (31) days per year.
- B. The unit member shall be paid the difference between pay received for such leave and the unit member's regular salary for the number of days involved.
- C. The unit member is required to submit to the Treasurer verification of performance of such duty and payment received, or in lieu of payroll deduction, can endorse check for military duties over to the Board of Education.
- D. Unit members shall notify their Building Administrator as soon as possible following notification of need for military leave.

ARTICLE 24 **COURT LEAVE**

- A. Unit members shall be granted leave with pay for jury duty or subpoenaed court appearance.
- B. The unit member shall be paid the difference between pay received for such appearance exclusive of mileage reimbursement and the unit member's regular salary for the number of days involved.
- C. The unit member is required to submit to the Treasurer verification of performance of such duty and payment received, or in lieu of payroll deduction, can endorse check for court appearance over to the Board of Education.

- D. Unit members called for jury duty or subpoenaed for a court appearance shall notify their immediate Supervisor and/or Building Principal as soon as possible following receipt of such notice.
- E. Leave for criminal or traffic related court proceedings will be limited to five (5) days of leave per incident.

ARTICLE 25
UNPAID LEAVE OF ABSENCE

A. UNPAID LEAVE

1. Upon written request of a unit member of the Southwest Licking Local School District, with permission of the Board of Education upon the recommendation of the Superintendent, the unit member may be granted a leave of absence for a period of one (1) school year. A leave of absence may be extended for one (1) additional year upon approval of the Board of Education.
2. Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity, or adoption may be granted in accordance with Paragraph 1.
3. While on leave, subject to approval of the insurance carrier, the unit member may participate in the group insurance program offered to regular unit members by paying the total cost of the premium to the Board of Education. Terms of such payment to be established by the Treasurer of the Board of Education. Such terms shall allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.
4. Seniority status of the unit member shall not be interrupted by a leave of absence, but the period of leave shall not count toward accumulated seniority. A leave of absence shall place in abeyance for the period of the leave, Article 14 - Length of Contracts, (i.e., a unit employee who has a five (5) year limited contract and who requests a leave of one (1) year following the third (3rd) year of that contract returns to the District with two (2) years remaining on that contract).
5. Limited contract unit members, planning to resume their duties at the expiration of their leave of absence, shall notify the Superintendent by March 30th prior to the beginning of the school year of their intention to return to duty.
6. Upon the return of a unit member from a leave of absence, the Board of Education may non-renew the contract of a person hired exclusively for the purpose of replacing the unit member who was on leave.
7. Unit members on leave shall resume their duties at the beginning of the school year unless otherwise approved by the Board of Education.
8. A unit member taking a leave of absence cannot be guaranteed return to the same position held prior to the leave of absence.

B. SABBATICAL LEAVE

1. Upon written application made not later than March 1st, of any school year, and with the approval of the Superintendent and the Board of Education, not more than three (3) unit members shall be granted sabbatical leaves for the following school year. Return from leave shall be at the beginning of a year.
2. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and the Board of Education by a committee consisting of two (2) representatives of the Board of Education and two (2) representatives of the Association. The committee shall consider, among other qualifications, the following:
 - A. The value of the proposed program to the Southwest Licking Local Schools, its pupils, and the individual applicant.
 - B. The proposed program of the applicant as related to professional graduate study or research.
 - C. The applicant's total length of service with the Southwest Licking Local Schools.
3. Unit members approved for sabbatical leave will be notified of their approval by May 1st or as soon thereafter as possible.
4. Eligibility
 - A. A unit member must have taught in the Southwest Licking Local Schools for at least five (5) years.
 - B. No additional leave shall be granted to the same unit member prior to five (5) additional years of service in the District after return from completion of the prior leave. No such leave shall be granted a second time to the same unit member when other eligible unit members have applied who have not yet received such leave.
 - C. Sabbatical leave will not be granted unless a satisfactory substitute is available.
 - D. Unit members requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a unit member will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.
5. As a condition of being granted sabbatical leave, the unit member must agree in writing to return to the employment of the Board of Education for at least one (1) year.
6. A unit member returning from sabbatical leave will be reassigned to the same position if available, or similar position in keeping with his/her area(s) of certification.
7. An earlier termination of the agreed to length of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.
8. A unit member granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

9. Unit members granted sabbatical leave shall continue on the unit member roster and be eligible for insurance benefits, medical, dental and life. The Board of Education will pay fifty percent (50%) of the cost of the unit member's health insurance in effect at the time application is made for sabbatical leave. The unit member will pay his/her portion of the premium to the Board of Education's Treasurer one (1) week prior to the date the Board of Education normally pays the premium to the company. The method of payment selected shall be made by the unit member and submitted in writing to the Board of Education Treasurer at least twenty-one (21) calendar days prior to beginning the leave.

ARTICLE 26

PERSONAL LEAVE

- A. Each unit member of the School District shall be granted three (3) days unrestricted personal leave each school year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave.
- B. Whenever possible, Request for Personal Leave forms should be completed forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible.
- C. In a non-emergency situation, a unit member may be asked to reschedule personal leave in the event it would result in an excessive number of unit members being out of an individual building on a given day.
- D. The personal leave bonus shall be paid at one hundred dollars (\$100.00) times any remaining unused personal leave balance. A unit member shall be permitted to roll over one (1) personal leave day to sick leave day. Unit members that roles over a personal leave day to a sick leave day shall not receive the one hundred dollars (\$100.00) for the rolled over day.

Unit members must submit the appropriate form indicating their selection for the personal day bonus by June 1st of each year. If a unit member does not submit a form by the deadline, he/she shall be paid the bonus in cash.

This bonus shall be paid on the last pay date in June.

- E. Any bargaining unit member who retires or resigns on or after May 1st of any school year shall receive the personal leave bonus, if eligible. Any bargaining unit member who retires or resigns prior to May 1st of any school year shall not be eligible for the personal leave bonus. The personal leave bonus will be paid the next pay date following the date of retirement.

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit members shall receive the personal leave bonus, if eligible. The personal leave bonus shall be paid in accordance with Article 36 - Severance, Section (C).

ARTICLE 27
ASSAULT LEAVE

Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of their duties as unit members of the Board of Education.

Such leave shall not be charged to sick leave or any other leave and shall be subject to the provision of ORC 3319.141.

A request for assault leave describing the incident that resulted in the request shall be filed by the unit member with the Board of Education as soon as possible following the incident.

The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.

As per ORC 3319.141, a signed physician's statement stating the nature of the disability and its probable duration may be required.

In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.

The unit member shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

ARTICLE 28
TEACHER ENTRY-YEAR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program is currently administered by LCESC.

B. DEFINITIONS

1. Resident Educator Program

A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

2. Resident Educator Mentor

A mentor is a teacher trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a resident educator.

3. Resident Educator

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

4. **Resident Educator Program Coordinator**

A person who is selected by the district to manage the Resident Educator Program.

5. **District Lead Mentor**

A member designated by the Superintendent or his/her designee after consideration of recommendation by the Association President or Co-Presidents.

6. **Formative Assessment**

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. **RESIDENT EDUCATOR MENTOR**

1. Qualifications

- a. The resident educator mentor teacher must have at least five (5) years teaching experience.
- b. A resident educator mentor must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- c. A resident educator mentor teacher must hold a valid certificate/license.
- d. A resident educator mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Selection

- a. Unit members will apply by completing the district committee form in the spring per district committee deadlines. Those approved for consideration will be forwarded to the Lead Mentor who will work with the building principal to assign mentors.

3. Responsibilities

- a. The resident educator mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
- b. The Resident Educator mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- c. The Resident Educator mentor shall be assured of professional release time during the work day to meet with the assigned Resident Educator, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.

- d. The Resident Educator mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator mentor.
- e. The maximum number of resident educators a Resident Educator mentor can have is one (1) for REyr1, four (4) for REyr2, and ten (10) for REyr3/REyr4.

D. RESIDENT EDUCATOR

1. The Resident Educator shall be assured of professional release time during the work day to meet with their assigned Mentor, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.
2. The Resident Educator may exercise the option to request a new Mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated without recourse to either party. Both Mentors shall receive a pro-rated share of the former Mentor's supplemental salary.

E. COMPENSATION

1. The Board shall assume the cost of any training as well as provide release time to attend said training if required.
2. A stipend of seven hundred dollars (\$700.00) per year will be paid for Year 1 Mentors for each Resident Educator they mentor. A stipend of three hundred fifty dollars (\$350.00) for Year 2 for each Resident Educator they mentor will be paid. A Year 3 Facilitator will receive twenty-five dollars (\$25.00) for each Resident Educator they help facilitate. The Lead Mentor will receive a stipend of one thousand dollars (\$1,000.00) for the duties s/he performs each year. If at any time the LCESC decides to increase these stipends the district agrees to the increase.

F. CONFIDENTIALITY OF THE MENTORING PROCESS

1. All interaction, written or oral, between the Resident Educator mentor and resident educator shall be regarded confidential. Any violation of this tenant by the Resident Educator mentor shall constitute grounds for immediate removal from the role as Resident Educator mentor and result in a newly assigned Resident Educator mentor.
2. The Resident Educator mentor-resident educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the resident educator's performance.
3. All information, written or oral, shall not be used in any employment or reemployment situation by the Board and shall be confidential between the Resident Educator mentor and resident educator.

G. MISCELLANEOUS

1. Should, at any time in the future, the Licking County program cease to exist or the school district choose not to participate in the ESC program, a joint committee shall develop a District Level Entry Year Mentor Program. The committee shall be comprised of the lead mentor, two (2) members selected by SLEA and two (2) members selected by the Superintendent.

SECTION V – FINANCIAL

ARTICLE 29 **SALARY SCHEDULE**

The base salary for the term of this agreement will be increased year 1 by two percent (2%), year 2 by two and one-quarter percent (2¼ %) and year 3 by two and one-quarter percent (2¼ %). Employees will advance only one (1) experience step (i.e. employees will not make up steps and will not be credited for years in which steps were frozen for the purposes of placement on the salary schedule).

Employees will continue to advance on education/training steps (horizontally) as they become eligible.

INDEX				
<u>YEARS OF SERVICE</u>	<u>BACHELORS DEGREE</u>	<u>5-YEAR TRAINING</u>	<u>MASTERS DEGREE</u>	<u>MASTERS +30 &/OR MASTER W/200 HOURS</u>
0	100.00	104.00	110.00	120.00
1	104.00	108.50	115.00	125.50
2	108.00	113.00	120.00	131.00
3	112.00	117.50	125.00	136.50
4	116.00	122.00	130.00	142.00
5	120.00	126.50	135.00	147.50
6	124.00	131.00	140.00	153.00
7	128.00	135.50	145.00	158.50
8	132.00	140.00	150.00	164.00
9	136.00	144.50	155.00	169.50
10	140.00	149.00	160.00	175.00
11	144.00	153.50	165.00	180.50
12	148.00	158.00	170.00	186.00
13	152.00	162.50	175.00	191.50
14	156.00	167.00	180.00	197.00
15			185.00	202.50
18			190.00	208.00
20	160.00	171.50	195.00	213.50
27	164.00	176.00	200.00	219.00

NOTE: 1. Unit member's assigned extended service shall be paid per diem rate based upon the individual's placement on the salary schedule. This does not apply to summer school.

SOUTHWEST LICKING LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015

Years of Service	Bachelor's Degree	5 Year Training	Master's Degree	MA+30 or W/200 Hrs
0	35,144	36,550	38,658	42,173
1	36,550	38,131	40,416	44,106
2	37,956	39,713	42,173	46,039
3	39,361	41,294	43,930	47,972
4	40,767	42,876	45,687	49,904
5	42,173	44,457	47,444	51,837
6	43,579	46,039	49,202	53,770
7	44,984	47,620	50,959	55,703
8	46,390	49,202	52,716	57,636
9	47,796	50,783	54,473	59,569
10	49,202	52,365	56,230	61,502
11	50,607	53,946	57,988	63,435
12	52,013	55,528	59,745	65,368
13	53,419	57,109	61,502	67,301
14	54,825	58,690	63,259	69,234
15			65,016	71,167
18			66,774	73,100
20	56,230	60,272	68,531	75,032
27	57,636	61,853	70,288	76,965

SOUTHWEST LICKING LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2016

Years of Service	Bachelor's Degree	5 Year Training	Master's Degree	MA+30 or W/200 Hrs
0	35,935	37,372	39,529	43,122
1	37,372	38,989	41,325	45,098
2	38,810	40,607	43,122	47,075
3	40,247	42,224	44,919	49,051
4	41,685	43,841	46,716	51,028
5	43,122	45,458	48,512	53,004
6	44,559	47,075	50,309	54,981
7	45,997	48,692	52,106	56,957
8	47,434	50,309	53,903	58,933
9	48,872	51,926	55,699	60,910
10	50,309	53,543	57,496	62,886
11	51,746	55,160	59,293	64,863
12	53,184	56,777	61,090	66,839
13	54,621	58,394	62,886	68,816
14	56,059	60,011	64,683	70,792
15			66,480	72,768
18			68,277	74,745
20	57,496	61,629	70,073	76,721
27	58,933	63,246	71,870	78,698

SOUTHWEST LICKING LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017

Years of Service	Bachelor's Degree	5 Year Training	Master's Degree	MA+30 or W/200 Hrs
0	36,744	38,214	40,418	44,093
1	38,214	39,867	42,256	46,114
2	39,684	41,521	44,093	48,135
3	41,153	43,174	45,930	50,156
4	42,623	44,828	47,767	52,176
5	44,093	46,481	49,604	54,197
6	45,563	48,135	51,442	56,218
7	47,032	49,788	53,279	58,239
8	48,502	51,442	55,116	60,260
9	49,972	53,095	56,953	62,281
10	51,442	54,749	58,790	64,302
11	52,911	56,402	60,628	66,323
12	54,381	58,056	62,465	68,344
13	55,851	59,709	64,302	70,365
14	57,321	61,362	66,139	72,386
15			67,976	74,407
18			69,814	76,428
20	58,790	63,016	71,651	78,448
27	60,260	64,669	73,488	80,469

ARTICLE 30
CO-CURRICULAR SALARY SCHEDULE

The co-curricular coaching and advisory positions are assigned to the groups below based on responsibility, length of activity season, number of participants, number of coaches to supervise, public visibility, and that activity's contribution to the support of other activities.

If a new co-curricular position is created during the term of this negotiated agreement, the salary placement shall be determined by the Superintendent reaching an agreement with the Association on the recommendation to be sent to the Board of Education for approval. Any positions so added shall be subject to negotiations at the next regularly scheduled round of negotiations.

GROUP I

Head Varsity Football
Head Boys Varsity Basketball
Head Girls Varsity Basketball
HS Band Director
Trainer

GROUP II

Head Girls Varsity Volleyball
Head Wrestling
Head Baseball
Head Boys Track
Asst. Varsity Football
Asst. Varsity Boys Basketball
Asst. Varsity Girls Basketball
Head Girls Softball
Head Boys Soccer
Head Girls Soccer
Head Girls Track
Varsity Competition Cheerleading
Varsity Cheerleading

GROUP III

Asst. Baseball
Asst. Girls Softball
Head 7th Grade Football
Head Cross Country (boys & girls combined)
Asst. Wrestling
Head 8th Grade Football
Weight Room Supervisor
Asst. Boys Soccer
Asst. Girls Soccer
Swimming
H.S. Chorus Instructor
Assistant Cheerleading

GROUP IV

Head Boys Tennis
Head Girls Tennis
Head Golf
7th Grade Boys Basketball
7th Grade Girls Basketball
8th Grade Boys Basketball
8th Grade Girls Basketball
M.S. Track (boys & girls)
H.S. Yearbook (if no Print Production class is scheduled)
Asst. Boys Track
Asst. Girls Track
Asst. Volleyball

GROUP V

Asst. 8th Grade Football
8th Grade Volleyball
Head M.S. Track (if position is separate for boys and girls)
Asst. Cross Country
H.S. Yearbook (if Print Production class is scheduled)
Drill Team (combined flags, rifles, & majorettes)
Play Production ¹
7th & 8th Grade Cheerleading (if combined)
Asst. Band Director
Marching Band Corps Advisor
H.S. Chorus Accompanist
Assistant 7th Grade Football
Assistant Swimming
M.S. Softball
M.S. Wrestling
M.S. Cross Country
7th Grade Volleyball

GROUP VI

Asst. M.S. Track
12th Grade Advisor
11th Grade Advisor
H.S. Student Council
Scholarship Banquet
H.S. Newspaper
8th Grade Cheerleading (if separate)
Asst. Boys Tennis
Asst. Girls Tennis
M.S. Play Production ¹
M.S. Chorus Accompanist
7th Grade Cheerleading

GROUP VII

National Honor Society
9th Grade Class Advisor
10th Grade Class Advisor
Quiz Bowl Advisor
In The Know Advisor
Olympics of the Mind
M.S. & H.S. Science Fair Coordinator
M.S. Memory Book Advisor
Asst. Golf
M.S. & H.S. Pep Band

GROUP VIII

M.S. Student Council
Elementary Science Fair Coordinator
Club Advisors ²
Elementary Safety Patrol
Elementary Memory Book Advisor

STIPENDS

Building EMT\$750
Faculty Manager\$1,110
Fifth Grade Camp\$400
Lead Teacher.....\$1,000
Summer School Director.....\$1,500
Summer School Teacher \$24.00/Hr.

FOOTNOTES:

- 1 Compensation of play production for a maximum of two (2) productions permitted per year.
- 2 In order to qualify for Club Advisor stipend there must be a demonstrated interest on the part of students. Clubs must meet at least once per month and have a stated purpose and constitution on file in the Principal’s office.

NOTES:

Compensation for co-curricular positions shall be based on the base unit member's salary (bachelor's degree, 0 years experience).

Compensation shall be calculated by applying the percentages listed below for each group and years of experience to that base unit member's salary.

	YEARS OF EXPERIENCE					
<u>CATEGORY</u>	<u>0</u>	<u>2</u>	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>
GROUP I	15.0	16.5	18.0	19.5	21.0	22.5
GROUP II	10.0	11.5	13.0	14.5	16.0	17.5
GROUP III	9.0	10.0	11.0	12.0	13.0	14.0
GROUP IV	7.0	7.5	8.0	8.5	9.0	9.5
GROUP V	6.0	6.5	7.0	7.5	8.0	8.5
GROUP VI	4.5	5.0	5.5	6.0	6.5	7.0
GROUP VII	2.0	2.5	3.0	3.5	4.0	4.5
GROUP VIII	1.5	2.0	2.5	3.0	3.5	4.0

- A. Experience is defined as experience in that particular activity.
- B. The awarding of initial experience for coaches and advisors coming from outside the system will be at the discretion of the Administration with subsequent years in this district added as accrued.
- C. Experience accrued as a coach or advisor in this system will be applied in part or full at the discretion of the Administration when a coach or advisor moves to a higher level in that same sport. No coach or advisor who moves to a higher level in a sport can be asked to take a reduction in pay.

ARTICLE 31
DEPARTMENT HEAD SALARY SCHEDULE

**INCLUDING DEPARTMENT HEAD,
NUMBER OF FULL-TIME EQUIVALENT
UNIT MEMBERS IN DEPARTMENT**

PERCENTAGE

0-3	2.5%
4-6	3.0%
7-9	3.5%
10+	4.0%

The base unit members' salary in effect September 1st of any school year shall be the basis for compensation of Department Heads for the entire school year.

ARTICLE 32
INSURANCE PROVISIONS

A. **HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

The Southwest Licking Local Board of Education will make available a policy of Hospitalization and Major Medical Insurance to all unit members.

This insurance will provide benefits on all three plan options (e.g. "high" plan, "medium" plan and "low" plan) that are equivalent to or will exceed those of the hospitalization/major medical insurance that was available in the District on July 1, 2014. Effective October 1, 2015, the high plan will no longer be offered.

Unit members hired on or after September 1, 2011 will not be eligible to select the "high" plan option.

It is understood that this hospitalization/major medical insurance is available on a voluntary basis. To be eligible and included, each unit member must register in and be a part of the approved Southwest Licking Local School District plan.

There will be no reimbursement to a unit member enrolled in another similar hospitalization plan.

The responsibility for notifying the Treasurer of intent to participate in the approved plan rests with the unit member.

It is further agreed that Southwest Licking Local Board of Education will pay the following amounts toward the premium of the above described insurance plan:

1. **Single Premium** - Eighty percent (80%) of the actual monthly premium.
Family Premium - Eighty percent (80%) of the actual monthly premium.
2. In the event of an increase in the premium, the Board of Education will pay eighty percent (80%) of such increase.

3. For the “medium” plan, the Southwest Licking Board of Education will pay eighty-five percent (85%) of the premium and an increase in the premium for single and family plans.
4. For the “low” plan, the Southwest Licking Board of Education will pay ninety-one percent (91%) of the premium and an increase in the premium for single and family plans.
5. Unit members who are both employed prior to September 1, 2011 by the school district who are married, the Board of Education will pay the actual family plan monthly premium minus the employee’s share of monthly premium for one (1) single plan. The employee’s share of monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the agreement does not apply to unit members or spouses of unit members who are employed by the school district after September 1, 2011.

B. DENTAL INSURANCE

The Southwest Licking Local Board of Education will make available an insurance policy covering dental care to all unit members in the bargaining unit.

This insurance will provide benefits that are equivalent to or exceed those of the dental care plan in effect in the District on September 1, 2011.

It is understood that the dental care plan is available on a voluntary basis. To be eligible and included, each unit member must register in and be a part of the approved Southwest Licking Local School District plan.

There will be no reimbursement to a unit member enrolled in another or similar dental care plan.

The responsibility for notifying the Treasurer of intent to participate in the approved plan rests with the unit member.

It is further agreed that the Southwest Licking Local Board of Education will pay the following amounts toward the premium of the above described dental insurance plan:

1. **Composite Premium** - The Southwest Licking Local Board of Education shall pay, based on the composite monthly rate, the actual monthly premium per unit member or up to \$35/month per unit member, whichever is less.

C. TERM LIFE INSURANCE

The Board of Education will provide thirty-five thousand dollars (\$35,000) term life insurance to each unit member who is employed a minimum of fifteen (15) hours per week at no cost to the unit member. If allowed by the insurance company providing life insurance to Board of Education employees, a unit member may purchase at his/her own cost additional life insurance.

The coverage shall include double indemnity for accidental death and dismemberment.

This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the unit member.

D. CONFIDENTIALITY

The names of individuals who have filed claims for health care benefits, the amounts of claims filed or paid on behalf of any covered person and the medical records relating to any claims shall not be public records subject to any limitation in the public records laws. Reports to be made by the Third Party Administrator to the Southwest Licking Board of Education shall not by individual insured identify the particular treatment, care or diagnosis received by an individual.

E. INSURANCE COMMITTEE

Each calendar year an Insurance Committee shall meet at least quarterly to develop such proposals as the committee deems appropriate concerning the level of insurance benefits available and offered. This standing committee's responsibilities shall include:

- (i) monitoring insurance costs;
- (ii) reviewing and modifying benefits; and
- (iii) selecting insurance carriers and/or third-party administrators for all insurances listed in this Article.
- (iv) The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Association and approval by the Board. The creation of the Insurance Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.

Membership

The committee shall consist of the Treasurer and one building administrator, four (4) members appointed by the Association President or Co-Presidents for two year terms (members may be reappointed for additional terms), and two (2) members appointed by the Superintendent from the nonunionized classified staff. The first year of operation, two members appointed by the Association President or Co-Presidents shall serve two year terms and two shall serve one year terms. The Treasurer shall serve as the chair of the Committee.

Operation

The committee shall meet at least sixty (60) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee shall formulate its proposals concerning carriers or third-party administrators by a majority vote of all of its members; it shall formulate its proposals concerning benefits applicable to the Southwest Licking Education Association only by a vote of both a majority of the appointees of the Association President or Co-Presidents and a majority of the classified employees' representatives not represented by an exclusive bargaining representative. Any proposal of the committee shall be presented to the Board to approve or reject same. Any action or not action of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal.

ARTICLE 33
INTRA-SCHOOL SUBSTITUTE PAY

Certificated unit members will be paid nineteen dollars (\$19.00) per period if they choose to accept teaching substitute assignments. This pay will increase by the same percentage the base increases beginning July 1, 2015. Payment is to be made in December, March and June.

ARTICLE 34
TRAVEL REIMBURSEMENT

Unit members whose assignments routinely require travel shall be reimbursed at the IRS rate that is in effect on January 1st of any given year.

Mileage should include only the travel distance required above what the unit member would drive in the normal course of getting to and from the work place. Non-routine travel to central points in the District for general unit members' meetings and similar events is not reimbursable. Travel time shall not be used to reduce lunch time or planning time.

Travel Report forms provided by the Treasurer will be submitted for reimbursement in any month in which the accumulated reimbursement equals or exceeds ten dollars (\$10.00), excepting the end of the fiscal year when the final report must be submitted, regardless of amount, by June 30th.

For Travel Report forms submitted by the tenth (10th) of the month, payment will be made on the second (2nd) regular payday of that month.

ARTICLE 35
RETIREMENT INCENTIVE

- A-1. A person reaching thirty (30) years of experience under STRS guidelines and is eligible to retire, will receive a ten thousand dollars (\$10,000.00) retirement incentive if they retire at the conclusion of their thirtieth (30th) year. If they choose to continue teaching, after the thirty-first (31st) year they are eligible for a seven thousand five hundred dollars (\$7,500.00) retirement incentive. After the thirty-first (31st) year they are no longer eligible for retirement incentives.
- A-2. A person reaching retirement eligibility with twenty-five (25) years of teaching and fifty-five (55) years of age or older, may, if they retire receive, the ten thousand dollars (\$10,000.00) incentive. If they teach twenty-six (26) years, they may receive the seven thousand five hundred dollars (\$7,500.00) incentive. If they choose, they may forego both, teach to the thirty (30) year retirement they then become eligible under A-1.
- A-3. A person reaching retirement eligibility with five (5) years of teaching and sixty (60) years of age or older, may retire and receive the ten thousand dollars (\$10,000.00) incentive. If they teach one (1) year beyond their eligibility, they may receive a seven thousand five hundred dollars (\$7,500.00) incentive. If they choose to continue teaching, they must fall under the requirements of A-1 or A-2 to regain incentive eligibility.

- B. The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

ARTICLE 36
SEVERANCE PAY

Pursuant to Section 124.39, Ohio Revised Code, the Southwest Licking Local Board of Education shall grant severance pay to all members of the bargaining unit based on:

- A. Retiring unit members with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter ($\frac{1}{4}$) of all accumulated sick leave. Unit members with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter ($\frac{1}{4}$) of sick leave accumulated during their employment with the Southwest Licking School District. Bargaining unit members hired after September 1, 2014 will be paid a maximum severance of one-quarter ($\frac{1}{4}$) of accumulated sick days up to three hundred (300) days (a maximum of seventy-five (75) days). Payout is based on each unit members per diem.
- B. The days of accumulated sick leave on which severance pay is based can be a combination of that accumulated in Southwest Licking and that which is properly transferred from another governmental agency, department, or political subdivision.

Payment of severance pay shall be considered to eliminate all sick leave credit accumulated by the unit member at that time, however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed under Article 46 – Re-Employment of Retired Teacher.

It is the retiring teacher’s responsibility to notify the Treasurer’s office prior to June 1st of their desire to be paid for the full amount of severance pay.

Severance pay will be paid in two installments after the unit member has indicated an intent to retire and the Board of Education has received an application for processing retirement benefits from a retirement system. The first (1st) installment shall be paid within one (1) month of retirement and the second (2nd) installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two (2) payments made in two (2) different calendar years.)

- C. Should a person pass away while a unit member of the district, the Southwest Licking Local Board of Education shall provide severance pay benefits to the beneficiary as identified as part of the Life Insurance procedures. This payment shall be determined as in Section (A) or (B) above.
- D. Unit members leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as in Section (A) or (B) above based on their years of service to the Southwest Licking Schools. Such unit member’s severance pay will not be based on sick leave accumulated and transferred from previous employment.
- E. An accumulated leave plan is in place for eligible unit members.

ARTICLE 37
COMPENSATION FOR PART-TIME
AND HOURLY UNIT MEMBERS

- A. The hourly rate of pay for tutors of home-bound students shall be twenty dollars (\$20.00).
- B. Unit members employed less than full time on a regular contract shall be paid a salary equal to that unit member's salary from the salary schedule multiplied by the fraction of a regular school day that that person teaches.
- C. The same insurance programs are available for regular, part-time employees as are available to full-time employees. The Board's premium contribution will be proportional to the amount of time such employee works compared with the amount of time a full-time employee works (e.g., for a half-time employee, the Board will pay 50% of the premium.) The Board shall not pay more than the amount it pays for full-time employees. The employee shall pay the balance of the premium through payroll deduction. Leave provisions of this Agreement shall apply to part-time unit members on the basis of full-day credit for presence and full-day charge for any absence.
- D. Tutors of home-bound students shall be eligible for mileage for driving as required by their assignment as approved by the Local Superintendent.

ARTICLE 38
PAYROLL PRACTICES

- A. Unit members shall be paid on an equal basis for twelve (12) months.

Payroll will be made on the fifteenth (15th) and last day of each month and on the last teacher workday before Thanksgiving and Spring breaks (twenty-six (26) pays). If the payroll falls on a holiday, the payroll will be made on the business day prior to the holiday. If the payroll falls on a Saturday or Sunday, the payroll will be made on the Friday prior to the Saturday or Sunday.
- B. Payroll Deductions: Deductions shall be made for the following when authorized by the individual unit member:
 - 1. Unit member's share of Board of Education offered insurance program.
 - 2. Cardinal Federal Credit Union.
 - 3. Tax sheltered annuities, income protection plans, and other wholly unit member paid insurance plans as approved by the Board of Education.
 - 4. Association dues.
 - 5. United Way.
 - 6. The OEA Fund for Children and Public Education (formerly known as 'Educators Political Action Committee' [EPAC]).
 - 7. Whitehall Credit Union.
 - 8. Ohio Tuition Trust Authority.

- 9. District's Cafeteria 125 plan.
- C. Supplemental/co-curricular payments shall be separate from regular payroll checks.
- D. All unit members will be required to utilize automatic direct deposit. Employees may have up to three (3) deposits.
- E. All unit members will receive notice of each direct deposit solely by e-mail.

ARTICLE 39
STATE TEACHERS RETIREMENT SYSTEM (STRS)
UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Southwest Licking Local School District herewith agrees with the Southwest Licking Education Association to pick-up utilizing the salary reduction method contributions (at no cost to the Board of Education) to the State Teachers Retirement System paid upon behalf of the unit members under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each unit member shall be equal to the percentage amount established by STRS of the unit member's gross annual compensation. The unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board of Education for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all unit members.
- C. The pick-up shall apply to all compensation including supplemental earnings.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the unit member's daily gross pay prior to reduction as a basis (e.g. gross pay divided by the number of days in a unit member's contract).

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board of Education will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 40
REIMBURSEMENT FOR COLLEGE WORK

A. The Board of Education will reimburse unit members as follows:

School year 2014-15 and 2015-16

- Two hundred fifty dollars (\$250.00) per undergraduate semester hour,
- Five hundred dollars (\$500.00) per graduate semester hour,
- To a maximum of three thousand dollars (\$3,000.00) per unit member.

Beginning with School year 2016-17

- Two hundred fifty dollars (\$250.00) per undergraduate semester hour,
- Four hundred seventy dollars (\$470.00) per graduate semester hour,
- To a maximum of two thousand eight hundred dollars (\$2,800.00) per unit member.

1. The hourly rate paid by the Board of Education will be indexed to the semester hour cost at the Ohio State University.

2. Each fiscal year, the college reimbursement funds shall be allocated as follows:

30% of funds	Autumn Term
30% of funds	Spring Term
40% of funds	Summer Term

3. Any unused funds not utilized in the Autumn Term shall be rolled over to the Spring Term; any unused accumulated funds not utilized in the Spring Term shall be rolled over to the Summer Term.

4. Annually, the Board shall allocate eighty-two thousand eight hundred dollars (\$82,800.00) for coursework reimbursement. The amount of coursework reimbursement rollover effective June 30, 2014, which is one hundred thirty-two thousand six hundred sixty-five dollars (\$132,665.00), shall be utilized during the 2014-15 and 2015-16 school years over and above the amount designed in this Section. Any unencumbered amount of the coursework reimbursement rollover effective June 30, 2014 shall be returned to the general fund at June 30, 2016.

5. A balance of funds available under this program and the availability of fee waivers will be reported monthly to the Association President or Co-Presidents through monthly e-mail.

6. The year as defined for when courses are taken and for when hours apply shall be July 1st through June 30th. (Payment for these hours shall be July 1st through June 30th) Payment for these hours shall be on the dates specified in this Article.

B. This reimbursement is available only to unit members.

- C. In order to be eligible for reimbursement for courses taken during the Spring Term or Summer Term, the unit member must return to work in the District the following year. If on an approved leave of absence, the unit member will be reimbursed provided s/he returns to work following that leave of absence.
- D. Unit members with a bachelor's degree, but not fully certificated, will only be reimbursed if the hours are applicable toward full certification.
- E. Payment will be made for undergraduate or graduate courses taken specifically to improve the unit member's performance of their duties in the school system. If there is a question concerning the suitability of a specific course, the Superintendent or his/her designee will discuss the situation with the unit member before approving or disapproving the application.
 - 1. If a course application is disapproved by the Superintendent or his/her designee, the unit member will be given reasons in writing for that disapproval.
- F. No sooner than thirty (30) calendar days prior to the first class meeting for which reimbursement will be requested, the unit member must submit Form TR-1 for approval in writing by the Superintendent. The TR-1 form must be received in the District office between the time lines specified.

Upon completion of the course, the unit member approved under Section (F) will submit Form TR-2 (Request for Reimbursement) along with a grade slip or transcript showing course number and grade received and proof of payment indicating the tuition expense to the unit member. The TR-2 must be submitted between one (1) to forty-five (45) calendar days after the last class meeting. In the event that the unit member does not receive his/her grade slip or transcript within the forty-five (45) calendar day period, the member must file the TR-2 form with proof of payment prior to the forty-fifth (45th) calendar day in order to hold the reimbursement until such time as the official paperwork is received. Payment will be made within thirty (30) calendar days of completion of all paperwork.

Reimbursement will only be made for course work in which a passing grade was received.

Form TR-1 for request to take a course for reimbursement and Form TR-2 to request reimbursement upon course completion shall be obtained from the District office.

If the allocated funds are not utilized as of May 15th unit members who were previously denied approval due to lack of funds at the time of application or failure to comply with the timelines in Section (F) may reapply for reimbursement by resubmitting the information set forth in Section (F). This reimbursement shall not exceed the per person cap in Section (A).

In the event a unit member who is reimbursed for a Spring Term or Summer Term course under this Article does not return to employment with the district the next school year, the Treasurer shall withhold the reimbursement amount from the unit member's salary.

- G. Whenever the Treasurer is notified of available fee waivers, he/she shall by email to all unit members provide notice of the availability of fee waivers and invite those that are interested to submit a statement of interest within five (5) working days of the date of the email. The treasurer shall provide to the Association President or Co-Presidents the names of all individuals submitting a statement of interest in receiving a fee waiver. The Association President or Co-Presidents/designee shall choose the unit members to receive a fee waiver. A unit member shall be eligible to receive only one (1) fee waiver per school year unless the availability of fee waivers exceed member's requests. Fee waivers will not be cashed in by the District until the registration deadline of the providing college/university.

SECTION VI – MISCELLANEOUS

ARTICLE 41

TUITION FREE ATTENDANCE

All children of unit members may attend school in the Southwest Licking Local School District (“The District”) without payment of tuition with the following exceptions:

- A. Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.
- B. Primary kindergarten, unless space is available.
- C. Talented and gifted children. Talented and gifted students may attend tuition free in the middle school so long as it is open to tuition students.
- D. If a building is closed to tuition students it will also be closed to children of unit members not already enrolled in the district.

ARTICLE 42

SCHOOL DISTRICT DRUG POLICY

The Board of Education and Association both recognize that drug and alcohol dependency is a medically treatable condition. It is not the purpose of this Article to address conduct outside of the school day and school activities or the proper use of legal beverages or medication.

It is agreed that the determination of the existence of alcohol or drug dependency is a delicate issue and should withstand critical and independent evaluation. Further, while the Association and the Board of Education recognize the right to insist on an alcohol and drug free environment, the importance of maintaining and not infringing upon an individual's constitutional rights is also recognized.

The following concepts will formulate the drug policy:

- A. Drug and alcohol dependency is a medically treatable condition.
- B. There are legally and medically accepted uses of alcohol and certain drugs.
- C. The constitutional and other legal rights and obligations of unit members and the
- D. Board of Education must be observed.
- E. The Board of Education and the Association recognize that a drug free environment will depend on both parties encouraging alcohol or drug dependent unit members to undergo an appropriate rehabilitation program.

- F. A drug free environment will involve a planned testing program that will include the following parameters:
1. Testing will not be done randomly. Instead, testing will be done only if the Board of Education or Administration determines that there is probable cause to believe that a person is drug or alcohol dependent and that such dependency is affecting the person's performance of his/her job responsibilities or that a person is under the influence of alcohol or illegal drugs during the school day or a school activity.
 2. The unit member has the right to all information upon which the probable cause determination is based.
 3. The testing program will be set forth as part of the contract.
 4. Drug testing will be done by a qualified, independent lab. The results of the testing shall be confidential and not be provided to anyone except the Building Administrator, Board/Superintendent and the unit member and their representatives. The testing information may be used in connection with disciplinary action taken under this Article.
 5. The initial drug testing protocol will conform to accepted drug testing standards. In the event the first test produces positive results, a second drug test conforming to accepted drug testing standards for second tests will be performed. If appropriate, the second test will be performed at a different lab. It may be appropriate to perform a screening test and then a confirmatory test.
 6. Testing for alcohol dependency or to determine whether a person is under the influence of alcohol during the school day or a school activity shall conform to accepted alcohol testing standards.
 7. The costs of testing requested by the Board of Education will be the responsibility of the Board of Education.
 8. The unit member shall be provided with a copy of all test results obtained under this Article.
- G. The Board of Education shall pay for fifty percent (50%) of actual unit member's costs for any out-of-pocket expenses incurred as a result of a lesser, or lack of, insurance coverage when said unit member is receiving treatment as per this Article. Such reimbursement is to be for unit members only (i.e. not their family members) and subject to the limitations below:
1. In-Patient Treatment Costs
 - A. For drug and alcohol treatment only.
 - B. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of in-patient confinement for a maximum of thirty (30) days. The cost to the Board of Education may not exceed ten thousand dollars (\$10,000.00) per calendar year.
 - C. The Board of Education will not be responsible for the cost of more than three (3) in-patient programs for an employee over their employment life time.
- NOTE:** If a unit member were to leave the school district after treatment and then return, they would still only be entitled to three (3) treatments total.

2. Out-Patient Treatment Costs
 - A. For drug and alcohol treatment only.
 - B. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of out-patient treatment. The cost may not exceed two thousand five hundred (\$2,500.00) per calendar year.
- H. The progressive discipline procedure outlined below is exclusively for this Article and is not in any way to be utilized for any other disciplinary action for the unit member:
 1. The building administrator may hold an informal meeting to discuss the possibility that a problem may exist.
 2. Whenever a building administrator has reason to believe, based upon job performance, actions, physical condition, etc., that a unit member is in any way affected by alcohol or drugs, an immediate meeting shall be held with the building administrator and the unit member. An Association representative is to be present at this meeting. This representative shall be selected by agreement of the building administrator and Association President or Co-Presidents.
 3. The building administrator and Association representative will go to the home, when expecting drug or alcohol involvement, for the purpose of verifying their belief that there may be a problem and to determine if testing is necessary. This decision on testing is the sole responsibility of the building administrator and Association representative who make the visit.
 4. If testing is requested, the unit member must comply with the request. An Association representative may accompany the unit member, at his/her request, or if deemed necessary by site visitors.
 5. If a unit member refuses to be tested, the building administrator may recommend to the Superintendent that the unit member may be reassigned work site and/or duties, and/or be suspended with pay for up to three (3) days, and/or be suspended without pay for up to three (3) days. The Association President or Co-Presidents shall be notified prior to the suspension.
 6. The unit member must get an assessment during the three (3) day suspension period. If no assessment is made, the suspension will be extended until such time that assessment has been made or proof that an assessment is forthcoming is presented to the building administrator and Association representative.
 7. When an assessment comes back negative, there will be a full reimbursement of pay for all suspension days.
 8. If assessment indicates that a problem exists, the unit member must enroll in a treatment program as recommended by the unit member's doctor and approved by the Superintendent of the District. The Superintendent may make a request to the unit member's doctor and unit member that a more involved program be considered. The Superintendent may not request a program of less involvement than that recommended by the unit member's doctor.
 9. Unit member failure to participate in testing, treatment or to adhere to a prescribed rehabilitation or aftercare program is grounds for disciplinary action up to, and including, termination of employment.

10. No unit member will have his/her job security or professional opportunities jeopardized on the basis of his/her diagnosis and treatment of alcohol or chemical abuse providing they adhere to the Assistance Program.
 11. A unit member who “self-refers” shall not be penalized, but will be required to seek counsel through the unit member Assistance Program.
- I. All records addressing a unit member’s substance abuse condition/treatment shall be considered medical records and shall be maintained in accordance with applicable law as confidential records. This material may not be entered into the unit member’s personnel file which is open to public viewing.

ARTICLE 43

LABOR MANAGEMENT COMMITTEE

An informal committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the Association President or Co-Presidents/designee and a maximum of three (3) persons appointed at the discretion of the Association President or Co-Presidents.

The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the negotiated Agreement.

All meetings shall be held at mutually convenient times and dates. Meetings may be called by either the Association President or Co-Presidents or the Superintendent. The chair of the meeting shall alternate between the parties. The Labor Management Committee may meet every other month. By mutual agreement of the Superintendent and Association President or Co-Presidents, additional persons may attend Labor Management meetings.

ARTICLE 44

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

TERM OF OFFICE

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies for administrative members.

COMMITTEE COMPOSITION AND SELECTION

- A. The committee shall be comprised of six (6) members as follows:
1. One (1) elementary teacher (K-5), one (1) middle school teacher (6-8), and one (1) high school teacher (9-12).
 2. Three (3) representatives of the administration, one (1) of which is a building principal.
- B. The committee members shall be appointed by their respective parties, who maintain the right to recall such member.
- When a teacher is being considered for licensure renewal, the committee shall consist of three (3) teachers and two (2) administrators. The administration shall determine which two (2) members will participate.
- C. When an administrator is being considered for licensure renewal, the committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which two (2) members will participate.
- D. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the Association will select a replacement.
- E. In the event it becomes necessary to fill a vacancy of an administrative member, the Superintendent shall appoint a replacement member to serve on the committee.
- F. In the event a teacher committee member is being considered for licensure renewal, the Association will select an alternative teacher member to serve on the committee to review that teacher's licensure renewal process only.
- G. If an administrative member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee to review that administrator's licensure renewal process only.

CHAIRPERSON

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

DECISION MAKING

Decisions shall be made by a majority vote of the committee members present. A quorum shall consist of four (4) people.

TRAINING

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. Such training will be on release time and shall be in addition to any other professional leave for which the member is entitled under the master agreement.

MEETINGS AND COMPENSATION

- A. The LPDC shall establish meeting dates in January, May, August and November. If additional meeting dates are needed, committee members will schedule meetings as often as the members deem necessary to complete their work. The committee may schedule work sessions on paid release time, but presentation of portfolios shall be scheduled during after school hours. On/before September 30th of each year, the committee shall post their meeting schedule in each building. Additional meeting dates, which the committee deems necessary, will be posted in each building as soon as they are scheduled.
- B. Members of the LPDC shall be paid one thousand dollars (\$1,000.00) per person per year on/before May 31st. The supplemental contract shall not be subject to the non-renewal provisions of Section 3319.11 of the Ohio Revised Code.
- C. The committee members shall present a comprehensive report and copies of time sheets to the Board and the Association at their respective meetings in June.

COMMITTEE RESPONSIBILITY

The committee's responsibilities shall include, but not be limited to, the processes and procedures and the approval of individual professional development plans for all certificated employees leading to licensure renewal.

MASTER AGREEMENT COMPATIBILITY

The committee shall have no authority to supersede any Section of the Master Agreement between the Board and the Association.

LIABILITY

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

The LPDC shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation.

The appeals process provided in the LPDC bylaws shall provide for an appeal to the Ohio State Department of Education and not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the LPDC or of anybody that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

CERTIFICATION/LICENSURE AND ENTRY YEAR COSTS

The Board of Education shall reimburse unit members for fifty percent (50%) of the cost of making application to upgrade or renew the certification(s) or license(s) held in the teaching field(s) in which they are currently assigned.

The Board shall also reimburse unit members for upgrading or renewing any certification(s) or license(s) held by the unit member and into which teaching field(s) the administration has involuntarily transferred the member.

Proof of payment, as determined by the Treasurer, shall be required to obtain reimbursement.

ARTICLE 45
BUILDING ADVISORY COMMITTEES

A Building Advisory Committee¹ will be established at each building for the purpose of discussing and attempting to resolve building issues/concerns.

The committees will meet monthly except by mutual agreement of the committees' members. Meeting dates will be posted at the beginning of the school year. There will be minutes taken and shared with staff within a timely manner after each meeting. The Association and Administration committee members will prioritize the issues that they wish to discuss and alternate discussions in order that the team may consider concerns from both parties. Administration and Association committee members will rotate presenting the initial concern from meeting to meeting and also rotate the position of chair for each meeting between the Administration and Association committee members.

Each committee's membership will be mutually agreed upon by the Association President or Co-Presidents and the Building Principal and/or Designee. At least one of these teachers must be a building representative or SLEA officer.

Certificated/licensed staff who are not "standing" committee members may attend by invitation or their own request if a specific issue arises which concerns their grade level or assignment.

The committees will be comprised with a minimum constituency as follows:

ELEMENTARY SCHOOL

The building principal and/or designee and five (5) building teachers.

MIDDLE SCHOOL

The building principal and/or designee and six (6) building teachers.

HIGH SCHOOL

The building principal and/or designee and eight (8) building teachers.

ARTICLE 46
RE-EMPLOYMENT OF RETIRED TEACHERS

A teacher retired from the teaching profession and/or a public sector retirement system ("Re-employed Teacher") may be re-employed under the following conditions:

- A. The re-employed teacher will start with salary schedule placement experience of up to ten (10) years and education credit of up to a Master's Degree Plus. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment service to the District.

¹ The Committee may consult with others as needed.

- B. The re-employed teacher will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system. The re-employed teacher shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed teachers working part-time shall be governed by Article 37 – Compensation for Part-time and Hourly Unit Members.
- C. Re-employed teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- D. Re-employed teachers may be re-employed from year-to-year under limitations described in Sections (E) and (F) below, with Board approval, but shall not be eligible for continuing contract status.
- E. In the event of a Reduction-In-Force, the re-employed teacher will not have any bumping rights under Article 18 – Reduction In Force.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. The Association President or Co-Presidents shall be advised of any re-employment situation.

ARTICLE 47

COMPLAINTS ABOUT UNIT MEMBERS

PRINCIPLES:

1. It is acknowledged that complaints about unit members are inevitable, and in fact, innovation and ingenuity on the part of the unit members may cause complaints as well as poor teaching practices.
2. Complaints are best handled at the level of administration closest to the unit member(s) involved.
3. Both the right of the student/parent/community member to complain and the right of the unit member(s) to due process in the complaint process needs to be guaranteed.
4. The best outcome of a complaint process is one which not only resolves current issues but leads to better understanding on all sides for future interactions.

5. That the complaint process needs to be nondiscriminatory, and that while discipline may be an outcome of the process, resolution is the main goal.
6. That the satisfactory resolution of a complaint is one in which both administrator(s) and unit member(s) find an acceptable outcome.

PROCESS:

It shall be the policy of the Southwest Licking School District that should a complaint be received about a unit member(s), the following process will be adhered to (except for possible criminal act(s) by a unit member(s), in which case the proper authorities will be notified).

- A. Complaints must be from named source. The Southwest Licking Local School District will not act on an anonymous complaint.
- B. Complaints must be directed to the immediate administrator in direct supervision of the unit member(s) involved (e.g., high school principal for a high school teacher, kindergarten principal for a kindergarten teacher, athletic director for a coach, etc...).
- C. Upon notification of the immediate administrator, the unit member(s) involved must also be notified of the complaint. The complaint should be resolved at this time in a satisfactory manner if possible.
- D. If the complaint is not resolved, within three working days of notification, the administrator will meet with the unit member(s) (with Association representation) to review the complaint and develop satisfactory resolution strategies.
- E. Should further action be required, the bargaining unit recognizes the management rights of the Southwest Licking Local School District as per the Ohio Revised Code and the negotiated agreement. Should questions arise as to administrative actions, the current grievance procedures will be available as per the negotiated agreement.

SECTION VII – DURATION AND IMPLEMENTATION

ARTICLE 48

**EFFECTIVE DATE, IMPLEMENTATION DATES,
AND DURATION**

EFFECTIVE DATE

This Agreement is effective 12:01 a.m., July 1, 2014, and shall expire at 12:00 p.m. on June 30, 2017.

RATIFICATION

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

FOR THE SOUTHWEST LICKING
LOCAL BOARD OF EDUCATION

Donald L. Huber
President

Robert E. Powell
Superintendent

Richard D. Jones
Treasurer

FOR THE SOUTHWEST LICKING
EDUCATION ASSOCIATION

Paula Ball
Co-President

Shelley Gardner-Ballenger
Co-President

Vice President

SRS
Negotiations Chair

Mark E. Lundy
OEA Representative

DATE: 11/13/14

DATE: 12/18/14

APPENDICES
APPENDIX A
PERSONAL LEAVE REQUEST FORM
SOUTHWEST LICKING LOCAL SCHOOLS

Personal Leave Request

COMPLETE THIS FORM IN TRIPLICATE

Date _____

I hereby request _____ day(s) personal leave, to be effective _____

Date(s)

CERTIFIED PERSONNEL -- I certify that this leave is not being used for reasons that are prohibited by the Personal Leave Policy in the Negotiated Agreement.

Signature

Building

I recommend the request be:

APPROVED: _____

DISAPPROVED: _____

APPROVED: _____

DISAPPROVED: _____

Building Principal or Supervisor

SUPERINTENDENT

APPENDIX B
REIMBURSEMENT FOR COLLEGE WORK FORMS

COMPLETE IN DUPLICATE

T-R(1)

REQUEST TO TAKE COLLEGE COURSES

TO BE CONSIDERED FOR APPROVAL THIS FORM "MUST" BE FILED IN THE DISTRICT OFFICE NO SOONER THAN THIRTY (30) DAYS PRIOR TO THE FIRST CLASS MEETING

For reimbursement amounts, deadline dates, payment schedule, or other information, see Article 40 – Reimbursement for College Work of the SLEA Negotiated Agreement.

DATE _____ UNIT MEMBER'S NAME _____

CURRENT DEGREE STATUS (circle): B B+ M M+

COLLEGE/UNIVERSITY OFFERING THE COURSE _____

COURSE NO.	COURSE TITLE	DATE OF FIRST MEETING	ESTIMAGED COMPLETING DATE	HOURS (Identify Undergraduate or Graduate)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THESE ATTENDANCE DATES ARE CONSIDERED TO BE THIS COLLEGE'S/UNIVERSITY'S – CIRCLE ONE:

Autumn Term

Spring Term

Summer Term

WILL COMPLETION OF THIS COURSE(S) CHANGE YOUR DEGREE STATUS? Yes_____ No_____

NOTE: Grade slips or transcripts will serve as verification of course completion. Official transcripts of all additional work taken the preceding year are still required to be filed by September 30th for State report and other purposes.

This is to certify that the Superintendent has approved the above course(s) according to Article 40 - Reimbursement for College Work of the Negotiated Agreement.

SUPERINTENDENTS SIGNATURE

APPLICATION FOR REIMBURSEMENT FOR COLLEGE WORK

**YOU MUST HAVE ALREADY COMPLETED FORM T-R (1)
- REQUEST TO TAKE COLLEGE COURSES**

DATE _____ UNIT MEMBER'S NAME _____

CURRENT DEGREE STATUS (Circle) B B+ M M+

COLLEGE/UNIVERSITY _____

DEPT. COURSE NUMBER	COURSE TITLE	DATE COURSE WORK COMPLETED	HOURS (Identify Undergraduate or Graduate)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

"CIRCLE" THE PERIOD THE ABOVE COURSE(S) WAS TAKEN:

Autumn Term

Spring Term

Summer Term

DOES COMPLETION OF THIS COURSE(S) CHANGE YOUR DEGREE STATUS? Yes _____ No _____

Grade slips or transcripts will serve as verification of course completion. Official transcripts of all additional work taken the preceding year are still required to be filed by September 30th for State report and other purposes.

This form **MUST** be accompanied by the receipt for the course(s) or the canceled check for the course(s).

I hereby make request in accordance with Article 40 - Reimbursement for College Work of the Negotiated Agreement.

UNIT MEMBER'S SIGNATURE

APPROVED _____
DISAPPROVED _____
NUMBER OF SEMESTER HOURS _____
AMOUNT REQUESTED _____
AMOUNT PAID _____

TREASURER'S SIGNATURE

SUPERINTENDENTS SIGNATURE

APPENDIX C
GRIEVANCE FORMS

SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM - STEP 1 – PRINCIPAL

Grievance # _____

Distribution of Grievance: Principal, Association President or Co-Presidents, Grievant(s)

Name of Grievant (s) _____

(Building) (Assignment)

A. Date Cause of Grievance Occurred: _____

B. Date of Informal meeting: _____

C. 1. Statement of Grievance and provision(s) of contract allegedly violated, misinterpreted and/or misapplied:

2. Relief Sought

(Grievant' s Signature)

(Date)

Disposition of Principal/Immediate Supervisor _____

(Signature)

(Date)

**SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM - STEP 2- SUPERINTENDENT**

Grievance # _____

A. Position of Grievant (in response to Principal's written disposition)

(Signature)

(Date)

B. 1. Date Delivered to Superintendent or designee: _____

2. Received by _____ (print name)

3. Signature of Superintendent or designee _____

C. Date of Superintendent meeting: _____

D. Disposition of Superintendent: _____

(Superintendent Signature)

(Date)

E. Position of Grievant (in response to Superintendent's written disposition)

(Grievant Signature)

(Date)

SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM STEP 4 – REQUEST TO ARBITRATE

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I, 2, and 3 (Attached): Notification is hereby made of the intent to submit this grievance for a hearing before an arbitrator as provided in Step 4 of the grievance procedure.

Signature of Grievant(s)

(Date)

Signature of SLEA President / Co-Presidents or Designee

(Date)

Date Delivered to Superintendent or Designee: _____

(Signature of Superintendent or Designee)

(Date)

APPENDIX D
EVALUATION DOCUMENTS



Student Learning Objective Template

Southwest Licking Local Schools

General Information:

Teacher:		Date:	
Subject /Course:		Grade Level:	

Please use the SLO writing guidelines provided and this template to develop components of the students learning objective (SLO) and populate each component in the space below.

Rationale:

What is the rationale for setting the target(s) for student growth within the interval of instruction?

Standards and Content:

What content will the SLO target? To what related standards is the SLO aligned?

Students:

Which students will be included in this SLO? Include course, grade level, and number of students.

Interval of Instruction:

What is the duration of the course that the SLO will cover? Include the beginning and end dates.

Baseline and Trend Data:

What information is being use to inform the creation of the SLO and establish the amount of growth that should take place?

Growth Target:

Considering all available data and content requirements, what growth target(s) can students be expected to reach?

Assessments:

What assessment(s) will be used to measure student growth for this SLO?



Pre-Observation Questionnaire & Lesson Plan

Southwest Licking Local Schools

General Information:

Teacher:		Date:	
Subject /Course:		Building:	

Instructional Planning:

Why is this learning important? (Essential Question(s))	
What standards will be addressed?	
What content will students know or understand and what skills will they demonstrate? (Learning Targets / I Can Statements)	
Identify key vocabulary that will be used in this lesson.	

Assessment Data

What assessment data was examined to inform this lesson planning?	Diagnostic:	
	Formative:	
	Summative:	

Prior Content Knowledge / Sequence / Connections

Summarize the prior skills / knowledge necessary to teach this lesson.	
What prior knowledge do the students need?	
What are the connections to previous and future learning?	

Knowledge of Students

What should the evaluator know about this population of students?	
---	--

Instructional Procedures

How will goals for learning be communicated to students?		
What instructional strategies, methods, procedures will be used to engage the students?		
How will the learning be adapted to meet all learners' needs?	Struggling Learner:	
	Advanced Learner	
	Materials & Resources:	
	Technology Connections:	

Evaluation / Reflection / Future Learning

How will you check for understanding during this lesson? (Informal Assessment)	
How will you determine if you have met the lesson goals?	



Post Observation Conference

Southwest Licking Local Schools

General Information:

Teacher:		Date:	
Subject /Course:		Building:	
Evaluator:		Grade:	

Area(s) of Reinforcement

Reinforcement Area (Indicator)	
Self Analysis Question	
Evidence from Observation	

Area(s) of Refinement

Refinement Area (Indicator)	
Self Analysis Question	
Evidence from Observation	

Recommendations

--

The signatures below indicate that the evaluator and teacher have met and discussed the results of this observation.

Teacher Signature

Date

Evaluator Signature

Date



Informal Walk-Through Feedback

Southwest Licking Local Schools

General Information:

Teacher:		Time In / Time Out:	
Date:		Building:	

Evidence Observed:

<input type="checkbox"/>	Learning goals are clearly defined and communicated to students.
<input type="checkbox"/>	The classroom environment is positive and conducive to learning.
<input type="checkbox"/>	A variety of teaching tools and/or strategies are demonstrated.
<input type="checkbox"/>	Instructional time is used effectively.
<input type="checkbox"/>	Students are engaged in learning.
<input type="checkbox"/>	The lesson and content presented is standards based.
<input type="checkbox"/>	The teacher connects lesson to previous and future learning.
<input type="checkbox"/>	The teacher checks for understanding at key moments and adjusts instruction.
<input type="checkbox"/>	The teacher provides substantive, timely, and specific feedback.
<input type="checkbox"/>	The teacher effectively addresses questions/comments.
<input type="checkbox"/>	There is evidence of a classroom management system.
<input type="checkbox"/>	There is evidence of differentiated instruction.

Comments:

<u>Evaluator Summary:</u>
<u>Area(s) of Reinforcement:</u>
<u>Area(s) of Refinement:</u>



Final Rating of Teacher Effectiveness

Southwest Licking Local Schools

General Information:

Teacher:		Date:	
Subject /Course:		Building:	

Proficiency on Standards (50%)

Cumulative Performance Rating	Ineffective	Developing	Skilled	Accomplished
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area(s) of Reinforcement				
Area(s) of Refinement				

Student Growth Data (50%)

Student Growth Measure of Effectiveness	Below Expected Growth	Expected Growth	Above Expected Growth
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Teacher Performance Matrix

		Ineffective	Developing	Skilled	Accomplished
Student Growth Measures	Above	Developing	Skilled	Accomplished	Accomplished
	Expected	Developing	Developing	Skilled	Skilled
	Below	Ineffective	Ineffective	Developing	Developing

Final Summative Rating

Ineffective	Developing	Skilled	Accomplished
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check here if an Improvement Plan has been recommended

Teacher Signature

Date

Evaluator Signature

Date



Professional Growth Plan

Southwest Licking Local Schools

General Information:

Self-Directed

Collaborative

Teacher:		Date:	
Evaluator:		Building:	

Annual Focus	The focus for professional growth should be derived from the results of the teacher's final evaluation. Both the student growth portion of the evaluation as well as the teacher performance on the Ohio Standards for the Teaching Profession should be considered in developing the focus for future professional growth.
---------------------	---

Overview

	Area of Standard	Specific Area(s) to be Addressed
1		
2		

Goal 1: Student Achievement / Outcomes for Students

Goal Statement:	Progress Monitoring	
Evidence Indicators:		

Goal 2: Teacher Performance

Goal Statement:	Progress Monitoring	
Evidence Indicators:		

Resources, Needed Supports, Professional Development

1	
2	
3	
4	
5	

Teacher Signature

Date

Evaluator Signature

Date

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.



Plan for Improvement

Southwest Licking Local Schools

General Information:

Self-Directed

Collaborative

Teacher:		Date:	
Evaluator:		Building:	

Annual Focus	The focus for professional growth should be derived from the results of the teacher's final evaluation. Both the student growth portion of the evaluation as well as the teacher performance on the Ohio Standards for the Teaching Profession should be considered in developing the focus for future professional growth.
--------------	---

Overview

Area of Deficiency	
Goal of Improvement	

Means, Resources and Timelines for Achieving Goals

	Means	Resources	Timelines
1			
2			
3			
4			

Teacher Signature

Date

Evaluator Signature

Date

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.

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	FOCUS FOR LEARNING (Standard 4: Instruction) <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				
	ASSESSMENT DATA (Standard 3: Assessment) <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
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</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>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</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>LESSON DELIVERY (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>DIFFERENTIATION (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>RESOURCES (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.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;">CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<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 and interest in individual students' 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 volunteer, 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>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</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 does not provide students with feedback about their learning.</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 gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</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 clarification.</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>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). 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>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 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>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (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>
	Evidence				

School Counselor Performance Evaluation Rubric

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

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

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

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

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

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

School Nurse Evaluation Rubric

Domain 1 for School Nurses: Planning and Preparation

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
1a: Demonstrating understanding and utilization of the nursing process and skill in nursing techniques.	Nurse does not utilize the nursing process when assessing needs of student/staff. Demonstrates little or no knowledge of nursing techniques.	Nurse demonstrates basic understanding of the nursing process and nursing techniques.	Nurse demonstrates understanding of and utilization of the nursing process and nursing techniques.	Nurse demonstrates deep and thorough understanding of the nursing process and nursing techniques.
1b: Demonstrating knowledge of child and adolescent development and the individual and diverse health needs in the school setting.	Nurse displays little or no knowledge of child and adolescent development,.	Nurse displays partial knowledge of child and adolescent development.	Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow patterns.
1c: Establishing goals for the nursing program appropriate to the setting and the students served	Nurse has no clear goals for the nursing program or assigned building, or they are inappropriate to either the situation or the age of the students.	Nurse's goals for the nursing program or assigned building are rudimentary and are partially suitable to the situation and the age of the students.	Nurse's goals for the nursing program assigned building are clear and appropriate to the situation in the school and to the age of the students.	Nurse's goals for the nursing program or assigned building are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, teachers, and administrators.
1d: Demonstrating knowledge of government, community, and district regulations and resources.	Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.	Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.	Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.	Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community and uses this information in needs assessments.

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<p>1e: Integrates the nursing program for both individuals and groups of students with the regular school program. Develops individual health care plans as needed</p>	<p>Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.</p>	<p>Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community and uses this information in needs assessments</p>
<p>1f: Evaluates the nursing program (reviews effectiveness of health staff procedures and their support of the educational process)</p>	<p>Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important. .</p>	<p>Nurse has a rudimentary plan to evaluate the nursing program.</p>	<p>Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.</p>	<p>Nurse's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.</p>

Domain 2 for School Nurses: The Environment

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
2a. Creating an environment of respect and rapport with student / families / staff / administration.	Nurse's interactions with at least some students / families / staff / administration are negative or inappropriate.	Nurse's interactions with students / families / staff / administration are a mix of positive and negative.	Nurse's interactions with students / families / staff / administration are positive and respectful.	Students / families / staff / administration seek out the nurse, reflecting a high degree of comfort and trust in the relationship.
2b. Establishing a culture for health and wellness.	Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students / staff / administration.	Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.	Nurse promotes a culture through the school for health and wellness.	The culture in the school for health and wellness, while guided by the nurse, is maintained by both teachers and students.
2c. Following health protocols and procedures.	Nurse's procedures for the nursing office are nonexistent or in disarray.	Nurse has rudimentary and partially successful procedures for the nursing office.	Nurse's procedures for the nursing office work effectively.	Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.
2d. Supervising health associates (CNs supervise RN/LPN/health aide)	No guidelines for delegates duties have been established, or the guidelines are unclear. Nurse does no monitor associates' activities as assigned.	Nurse attempts to create a well-organized physical environment are partially successful. Medications are stored properly, but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly labeled, stored, and well organized.	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly labeled, stored, and well organized.
2e. Organizing physical space	Nurse's office is in disarray or is inappropriate to the plan activities. Medications are not properly stored.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly, but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly labeled, stored, and well organized.	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly labeled, stored, and well organized.

Domain 3 for School Nurses: Delivery of Service

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<p>3a. Assessing student needs</p>	<p>Nurse does not assess student needs, or the assessments result in inaccurate conclusions.</p>	<p>Nurse’s efforts to promote wellness through classroom presentation are partially effective.</p>	<p>Nurse’s classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle. Mandated staff presentations are completed.</p>	<p>Nurse’s classroom presentations for wellness are effective, and students assume an active role in the school promoting a healthy lifestyle. Mandated staff presentations are completed and effective. Mandated staff presentations are documented for state reference.</p>
<p>3b. Administering medications to students</p>	<p>Medications are administered with no regard to state or district policies</p>	<p>Medications are administered by designated individuals, but signed release forms are not conveniently stored.</p>	<p>Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.</p>	<p>Medications are administered by designated individuals, and signed release forms are conveniently stored. Medications are correctly labeled and safely stored/contained. Students take an active role in medication compliance.</p>
<p>3c. Promoting wellness through classes or classroom presentations / mandated staff presentations.</p>	<p>Nurse’s work with students in classes fails to promote wellness.</p>	<p>Nurse’s efforts to promote wellness through classroom presentation are partially effective.</p>	<p>Nurse’s classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle. Mandated staff presentations are completed.</p>	<p>Nurse’s classroom presentations for wellness are effective, and students assume an active role in the school promoting a healthy lifestyle. Mandated staff presentations are completed and effective. Mandated staff presentations are documented for state reference.</p>
<p>3d Managing emergent and non-emergent situations</p>	<p>Nurse has no contingency plans for emergent situations. Is not aware of building crisis plan.</p>	<p>Nurse’s plans for emergent situations have been developed for the most frequently occurring situations but not others. Is aware of the building crisis plan.</p>	<p>Nurse’s plans for emergent situations have been developed for many situations. Follows building crisis plan.</p>	<p>Nurse’s plans for emergent situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergent situations. Follows building crisis plan. Assists in development of building crisis plan.</p>

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
3e. Demonstrating flexibility and responsiveness	Nurse adheres to the plan or program, in spite of its inadequacy.	Nurse makes modest changes in the nursing program when confronted with evidence of the need for change.	Nurse makes revisions in the nursing program when they are needed.	Nurse is continually seeking ways to improve the nursing program and makes changes as needed in response to student, parent or teacher input.
3f. Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs.	Nurse declines to collaborate with classroom teachers to develop specialized educational programs.	Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school.

Domain 4 for School Nurses: Professional Responsibilities

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
4a. Reflecting on practice	Nurse does not reflect on practice, or the reflections are inaccurate or self-serving.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive & negative characteristics. Nurse makes some specific suggestions as to how the nursing program might be improved.	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.
4b. Maintaining health records in accordance with policy and submitting reports in a timely manner	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Nurse's reports, records, and documentations are generally accurate and occasionally late.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.
4c. Communicating with families	Nurse provides no information to families, either about the nursing program as a whole or about individual students.	Nurse provides limited though accurate information to families about the nursing program as a whole and about individual students.	Nurse provides thorough and accurate information to families about the nursing program as a whole and about individual students.	Nurse is proactive in providing information to families about the nursing program and about individual students through a variety of means.
4d. Participating in a professional community	Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district events and projects.	Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.	Nurse participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Nurse makes a substantial contribution to school and district events and projects and assumes leadership role with colleagues.
4e. Engaging in professional development	Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.	Nurse's participation in professional development activities is limited to those that are convenient or are required.	Nurse seeks out opportunities for professional development based on an individual assessment of need.	Nurse actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f Showing professionalism	Nurse displays dishonesty in interaction with colleagues, students, and the public; violates principles of confidentiality.	Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues and team decision making.

Teacher on Special Assignment Evaluation Rubric

School Environment

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
TOSAs establish and maintain a safe school environment.	TOSA does not communicate a consistent behavioral system and does not provide support to staff, parents, and students.	TOSA communicates behavioral standards to staff, parents and students. TOSA ensures that behavioral policies are applied to ensure safety for staff, parents, and students.	TOSA communicates, models, and reinforces behavioral standards for staff, students, and parents. TOSA ensures that behavioral policies, procedures and routines are consistently applied to ensure safety for all.	TOSA examines and modifies routines, as needed. TOSA promotes and implements a school-wide system for behavioral support and intervention.
TOSAs create a nurturing learning environment that addresses the physical and mental health needs of all.	TOSA is reactive, responding to problems but not implementing effective systems to anticipate and support student and staff needs.	TOSA identifies available resources to support the needs of the students and staff. TOSA treats students, parents, and staff with respect.	TOSA assesses how well the physical, social and cultural environment supports student and staff needs. TOSA ensures that staff members treat students with respect.	TOSA promotes the effective use of identified physical and cultural resources and strategies to address the physical and mental health needs of students and staff. TOSA ensures that staff members treat students, parents and members of the community with respect.
TOSAs establish expectations for the use of culturally responsive practices that acknowledge and value diversity.	TOSA reacts to instances of intolerance, but does not proactively institute policies to ensure tolerance and support diversity.	TOSA has implemented policies to ensure tolerance and to support diversity.	TOSA models appreciation and respect for the cultures of the school and community to create an environment that supports high achievement for all students and uses strategies to remedy instances of intolerance of individuals and groups.	TOSA uses proactive strategies to promote tolerance and address incidents of intolerance to create an environment that supports high achievement levels for all students.

Professionalism

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
TOSAs understand, uphold and model professional ethics, policies, and legal codes of professional conduct.	TOSA does not meet professional responsibilities set by both the state and local level.	TOSA complies with local, state, and federal mandates, including mandates related to TOSA evaluations and student performance.	TOSA meets legal, ethical and professional responsibilities with integrity, honesty, fairness, and dignity. TOSA implements procedures to comply with local, state, and federal mandates.	TOSA analyzes and revises procedures to comply with local, state, and federal mandates and can communicate those mandates to district and community.

Collaboration and Using Resources

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
TOSAs promote a collaborative learning culture.	TOSA does not create team meetings and/or common meeting times that would allow for collaboration.	TOSA creates common meeting times to allow for collaboration.	TOSA develops structures for collaboration between other TOSAs and other education support personnel. TOSA establishes and reinforces expectations, roles, norms and responsibilities for effective working teams.	TOSA builds a school culture in which educators work collaboratively which results in increased student learning.
TOSAs develops, sustains, and shares leadership with staff, students, parents and community members.	TOSA does not define the role of the leadership team and no attempts are made to engage staff in shaping the school community, but the TOSA may resort to completing the tasks.	TOSA occasionally shares leadership responsibilities with staff, parents, or students.	TOSA mentors and coaches staff and student leaders. TOSA builds on staff members' skills and interest to advance the leadership capacity of all.	TOSA consistently shares leadership responsibilities with staff, parents, or students. TOSA serves as a role model for leadership behaviors. TOSA participates in leadership development activities with staff and identifies strengths and interests to identify potential leaders.
TOSAs involves parents and uses community resources to improve student learning.	TOSA demonstrates a pattern of missed opportunities for productive engagement with parents and community members. TOSA rarely or never communicates with families.	TOSA attends community functions. TOSA uses print and electronic media to communicate with parents.	TOSA regularly represents the school at community functions and advisory groups. TOSA uses print and electronic media to inform the community about the school. TOSA actively recruits and utilizes parent and community volunteers as appropriate for the school's instructional program. TOSA uses technology and other resources as appropriate to maximize the communication with parents and community members about student learning.	TOSA arranges school and community partnerships to support student achievement and school and community priorities. TOSA utilizes a variety of communication resources consistently to support two-way communication with parents, staff, students and the community.
Resources	Data, materials and resources used for instruction are not relevant to the student interaction or are inappropriate for students.	The TOSA uses appropriate data, materials and resources to support student goals, but may not meet individual students' needs or actively engage them in student improvement.	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.

Behavior and Student Interactions

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<p>Focus for Behavior and Student Interactions</p>	<p>The TOSA does not demonstrate a clear focus for positive student behavior. Student objectives are too general to guide behavior planning and are inappropriate for the students, and/or do not follow district and building standards. The TOSA’s behavioral plan does not build on or connect to students’ prior actions, or the TOSA may give inaccurate information as to how the behavioral plan connects to previous and future behaviors.</p>	<p>The TOSA communicates a focus for positive student behavior, develops student objectives that are appropriate for students and reference the district and building standards but do not include measureable goals. The TOSA makes the attempt to connect the behavioral plan to students’ prior actions, to previous behavior or future behavior but is not completely successful.</p>	<p>The TOSA demonstrates a focus for positive student behavior, with appropriate student objectives that include measurable goal(s) for student behavior aligned with the district and building standards. The TOSA demonstrates the importance of the goal and its appropriateness for students. The TOSA makes clear and coherent connections with students’ prior behavior and future behavior—both explicitly to students and within the behavioral plan.</p>	<p>The TOSA establishes challenging and measurable goal(s) for student behavior that aligns with the district and building standards and reflect a range of student needs. The TOSA demonstrates how the goal(s) fit into the overall school goals for student behavior, learning and skills. The TOSA uses the input and contributions of families, colleagues, and other professionals in understanding each student's prior behavior and supporting their development. The TOSA makes meaningful and relevant connections between the behavioral plan and classroom success and real-world experiences and careers as well as prepares opportunities for students to apply the behavioral plan to solve other problems that may arise in the future.</p>
<p>Knowledge of Students</p>	<p>The TOSA demonstrates a lack of familiarity with students’ backgrounds and has made no attempts to find this information. The TOSA’s plan for the student does not demonstrate an understanding of students’ development and/or student backgrounds/prior experiences.</p>	<p>The TOSA demonstrates some familiarity with students’ background knowledge and experiences and describes one procedure used to obtain this information. The TOSA’s student plan draws upon a partial analysis of students’ development, or backgrounds and prior experiences and/ or the plan is inappropriately tailored to the specific student.</p>	<p>The TOSA demonstrates familiarity with students’ background and experiences and describes multiple procedures used to obtain this information. The TOSA’s student plan draws upon an accurate analysis of the students’ development, and backgrounds and prior experiences.</p>	<p>The TOSA demonstrates an understanding of with 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. The TOSA’s analysis of student data (student development and student backgrounds/prior experiences) accurately connects the data to specific intervention strategies and plans. The TOSA plans for and can articulate specific strategies, content, and delivery that will meet the needs of the individual student.</p>

Professional and Student Growth

COMPONENT	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Assessment of Student Growth	The TOSA does not routinely use data to measure student mastery. The TOSA persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The TOSA does not provide students with feedback about their individual situation.	The TOSA uses data to measure student mastery, but may not differentiate intervention based on this information. The TOSA gathers and uses student data from a few sources to choose appropriate intervention strategies for individuals or groups of students. Students receive occasional or limited feedback about their performance from the TOSA.	The TOSA uses data to identify students' strengths and needs, and modifies and differentiates intervention accordingly, although the TOSA may not be able to anticipate obstacles. The TOSA gathers and uses student data from a variety of sources to choose and suggest appropriate intervention strategies for groups of students. The TOSA provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses data to identify students' strengths and needs, and modifies and coaches teachers to modify and differentiate interventions accordingly, as well as examines student trends and patterns of individual and/or group progress to anticipate learning obstacles. By using student data from a variety of sources, the TOSA appropriately suggests and monitors adapted intervention methods to meet the needs of individual students as well as the building as a whole. 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 TOSA uses student data to reflect on his or her own decisions and to monitor intervention strategies and behaviors in relation to student success.
Professional Growth	The TOSA fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The TOSA identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The TOSA sets data-based short- and long-term professional goals and takes action to meet these goals.	The TOSA sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.

Speech-Language Pathologists Evaluation Rubric

Standard 1: School speech-language pathologists demonstrate leadership, advocacy, collaboration, and ethical practices.

1a: *School Speech-Language Pathologists work cooperatively with school personnel to accomplish the goals and objectives of the local education agency within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
1a:	<p>Attends meetings such as faculty meetings, special education meetings, IEP meetings, parent conferences, and district speech-language pathologist meetings.</p> <p>Understands and follows district policies and state and federal regulations at a minimum level.</p>	<p>Shares information, ideas, materials and resources with peers and others.</p>	<p>Collaborates with colleagues to improve the quality of learning in the school.</p> <p>Participates in implementing and/ or the supporting of grade level curriculum.</p> <p>The SLP models ethical and professional responsibility by upholding district policy and state and federal regulations.</p>	<p>Contributes to the development of speech program guidelines and practices.</p>

1b: *School Speech-Language Pathologists maintain records of the speech-language program and prepare periodic reports as required within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
1b:	<p>Keeps attendance records</p> <p>Uses simple data collection systems.</p> <p>Understands the importance of confidentiality and its legal implications.</p>	<p>Completes procedural documentation appropriately.</p> <p>Knows and follows the sequence of procedural compliance paperwork.</p> <p>Keeps data for program planning and decision making for students.</p>	<p>Maintains confidentiality of all records.</p> <p>Maintains current files for use by authorized school personnel.</p> <p>Submits reports which meet local and state requirements.</p> <p>Completes records for third party reimbursement accurately and in a timely manner as appropriate.</p> <p>Maintains schedule for speech-language screening, hearing screening, diagnostic assessments, therapy/instructional services and other activities.</p>	<p>Implements a record-keeping template or system for collecting student data.</p> <p>Shares results of monitoring with other professionals during ETRs/IEPs.</p>

Standard 2: School speech-language pathologists promote a respectful environment for a diverse population of students within the scope of speech-language pathology.

2a: *Speech-Language Pathologists provide consultation to parents, Speech-Language pathologists and other appropriate school personnel within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
2a:	Understands the roles of support specialists with respect to helping meet the special needs of students.	Communicates with school personnel to determine student needs and how to address them. Consults with parents relative to identified and non-identified students.	Consults and collaborates with the identified students' families to address concerns. Meets with appropriate educational personnel to assess student knowledge and skills in order to adjust instructional practices.	Shares information with school system staff, parents, with information regarding special education programs' parameters and criteria.

2b: *Speech-Language Pathologists adjust intervention strategies based upon student performance within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
2b:	Identifies the unique learning needs of students.	Identifies intervention strategies based on student performance. Uses systematic procedures for review of student progress. Identifies appropriate developmental levels of students and differentiates instruction.	Adjusts intervention strategies based on student performance.	Helps colleagues adapt and differentiate instruction for students.

2c: *Speech-Language Pathologists promote effective interpersonal relations with students within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
2c:	<p>Uses language appropriate for the listener.</p> <p>Maintains confidentiality of information received.</p>	<p>Promotes understanding of cultural differences and respect for students with disabilities.</p> <p>Models trust and understanding throughout the school community.</p> <p>Uses a variety of methods, technology, and materials to communicate with students.</p>	<p>Creates and uses a variety of methods materials and technology to communicate with students.</p> <p>Encourages and advises others to provide a nurturing and positive learning environment for students.</p>	<p>Influences the development of district-wide policies to require respect and understanding of students with disabilities and cultural (e.g., race, ethnicity, gender, religion, and socio-economics) differences.</p>

Standard 3: Understands and facilitates the implementation of a comprehensive approach to speech-language development within the scope of speech-language pathology.

3a: *School Speech-Language Pathologists coordinate speech-language services with student services provided by other school personnel within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
3a:	<p>Available to parents and other service providers to discuss student progress.</p>	<p>Collaborates with school personnel, to best meet the needs of all students.</p> <p>Meets with related school personnel to coordinate specific objectives for individualized educational programs.</p>	<p>Facilitates collaborative meetings (IAT/IEP meetings/ consult with related service colleagues) with school personnel, to best meet the needs of all students.</p>	<p>Collaborates with speech-language pathologists within the district to establish links between disciplines and influence school-wide curriculum and teaching practice.</p> <p>Meets with related school personnel to coordinate objectives for identified and non-identified students.</p>

3b: Speech-Language Pathologists seek the assistance of teachers, parents and others to meet the communication needs of students within the scope of speech-language pathology.

	Ineffective	Developing	Skilled	Accomplished
3b:	<p>Verbally provides information to explain speech-language development and/or disorders to teachers and parents in student IEP/IAT meetings.</p>	<p>Talks with teachers formally and informally about individual student's needs and progress</p>	<p>Provides information to teachers, parents and others on ways to enhance speech and language growth for individual students.</p>	<p>Distributes materials fostering speech and language growth for identified student use.</p>

Standard 4: School speech-language pathologists promote learning for all students within the scope of speech-language pathology.

4a: *School Speech-Language Pathologists conduct speech, language and hearing screening, administer formal and informal assessments, and obtain additional diagnostic information from appropriate persons and available records for speech-language purposes within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
4a:	<p>Is aware of requirements for screenings and evaluations.</p> <p>Serves on student intervention team/ IEP teams as appropriate.</p>	<p>Uses appropriate screening instruments and other evaluation tools based on individual student needs.</p> <p>Observes students in varied educational environments.</p>	<p>Administers formal and informal assessments.</p> <p>Is aware of standardized and non-standardized evaluation instruments to administer for screening and evaluation.</p> <p>Obtains data from other professionals, parents, available records.</p>	<p>Mentors/educates colleagues on strengths and weaknesses of various assessment tools.</p> <p>Participates in development and/or revision of appropriate Speech-language pathologist/parent checklists and other assessment tools.</p>

4b: *School Speech-Language Pathologists analyze and interpret information to make recommendations regarding the need for speech-language services within the scope of speech-language pathology.*

	Ineffective	Developing	Skilled	Accomplished
4b:	<p>Is aware of assessment results and how they relate to speech and language disorders.</p>	<p>Develops appropriate individualized education programs based on:</p> <ul style="list-style-type: none"> -Students' strengths and needs -Data from a variety of assessment techniques and resources 	<p>Prepares evaluation summaries highlighting functional strengths and areas of need of improvement.</p> <p>Helps students understand the need for and benefits of speech and language therapy.</p> <p>Actively participates in IEP Teams by:</p> <ul style="list-style-type: none"> -Preparing individualized education program assessment reports. -Presenting and explaining evaluation standard and non-standard data to IEP team members. -Determining the effect of the student's impairment on their ability to access the general curriculum. 	<p>Provides educational team a list of classroom recommendations based on student needs.</p>

4c: *School Speech-Language Pathologists plan and deliver evidence-based interventions appropriate for individual students and groups of students within the scope of speech-language pathology .*

	Ineffective	Developing	Skilled	Accomplished
4c:	<p>Uses evidence based approaches to intervention.</p> <p>Understand that therapy materials and activities must be appropriate for students' age, grade, cognitive level, interests, and aptitudes.</p>	<p>Implements the service delivery model most appropriate to the students' communication challenges and needs.</p> <p>Modifies therapeutic instruction based on data gathered during therapy.</p> <p>Selects/implements evidence-based practices which support student goals and objectives.</p>	<p>Actively investigates and considers alternative research-based approaches to improve therapy and uses such approaches as applicable.</p> <p>Promotes generalization of therapeutic intervention by providing materials and strategies to enhance therapy.</p>	<p>Participates in training regarding evidence-based interventions and/or techniques for modifying instruction appropriate to students' age, grade, cognitive level, interests, and aptitudes.</p>

Standard 5: School speech-language pathologists reflect on their practice within the scope of speech-language pathology.

5a: *School Speech-Language Pathologists engage in continuing education and professional growth activities related to speech-language-hearing and education within the scope of speech-language pathology .*

	Ineffective	Developing	Skilled	Accomplished
5a:	<p>Understands the importance of professional development.</p> <p>Has knowledge of opportunities and the need for professional growth.</p> <p>Attends professional learning community meetings.</p>	<p>Participates in professional development directly related to the speech-language-hearing profession as they relate to students' needs.</p> <p>Reviews speech, language and hearing literature and makes use of new information during therapy and instructional procedures.</p>	<p>Applies knowledge gained from continuing education activities.</p>	<p>Explores and disseminates information about new and/or improved methods for serving students.</p>

APPENDIX E
SICK LEAVE BANK FORM

SOUTHWEST LICKING EDUCATION ASSOCIATION
SICK LEAVE BANK DONATION/APPLICATION FORM

NAME _____ BUILDING _____

SECTION I. Voluntary Donation:

I wish to donate the following to the Southwest Licking Local School District Sick Leave Bank. In authorizing this deduction, I understand that the donated sick leave will be deducted from my current sick leave balance.

Article 21 (C)(2) Upon enrollment, a unit member shall contribute one (1) of his/her accumulated sick days to the SLB. Days contributed to the SLB are non-returnable.

Article 21 (D)(8) If the total days remaining in the sick leave bank reach thirty (30) or less, a donation of one-half (½) day of sick leave will be taken from every enrolled unit member. Unit members will be notified by email before the one-half (½) day is taken.

UNIT MEMBER'S SIGNATURE _____ DATE _____

INFORMATION CONTAINED IN SECTION II OF THIS APPLICATION IS CONFIDENTIAL

SECTION II. Application for Sick Leave Bank Days:

Upon depletion of accumulated sick leave balance, and any advanced days, a unit member may apply for sick leave bank days.

I wish to apply to the Southwest Licking Sick Leave Bank for days as follows:

Number of days requested _____

Date sick leave balance (including five [5] days advanced) was/will be exhausted: _____

Sick leave being requested due to the illness of: _____

If other than employee, relationship: _____

Explanation of health condition (additional information may be provided by the employee): _____

Doctor's note attached: Yes _____ No _____

Length of time employee expects to be off work due to the listed health condition: _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SECTION III. Decision of Sick Leave Bank Review Panel

Sick Leave Request: _____ Approved _____ Denied

Number of Days Approved: _____

Explanation of Denial: _____

SIGNATURE/REVIEW PANEL REPRESENTATIVE _____ DATE _____

APPENDIX F
CLASS SIZE PAYMENT FORM

SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
EXCESS CLASS SIZE PAYMENT REQUEST

Due by 10th of the following month to Building Principal

Week 1	From: _____	To: _____		No. of Days Over Class Size Limit	_____
Week 2	From: _____	To: _____		No. of Days Over Class Size Limit	_____
Week 3	From: _____	To: _____		No. of Days Over Class Size Limit	_____
Week 4	From: _____	To: _____		No. of Days Over Class Size Limit	_____
Total Days					_____

If You Have Student All Day	_____	x Rate: \$ 45.00	=	Total Pay.	_____
If You Do A 2 Way Switch	_____	x Rate: \$ 22.50	=	Total Pay.	_____
If You Do A 3 Way Switch	_____	x Rate: \$ 15.00	=	Total Pay.	_____
If You Do A 4 Way Switch	_____	x Rate: \$ 11.25	=	Total Pay.	_____
Any Other Setup	_____	(No. of Min.) / 320 x \$ 45.00	=	Total Pay.	_____

Employee Name (Print) _____

Employee Name (Signature) _____

Note: Waiver days, the first five calamity days and other non-student days are excluded from the excess class size payments.

Notes: _____

Building Principal (Signature) Date

Superintendent (Signature) Date

APPENDIX G
SUMMARY OF HEALTH INSURANCE BENEFITS

BENEFITS		High Plan		Middle Plan		Low Plan	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Single	\$0	\$100	\$250	\$500	\$500	\$750
	Family	\$0	\$200	\$500	\$1,000	\$1,000	\$1,500
Coinsurance		100%	80%	90%	70%	80%	60%
Out-of-Pocket Maximum (including deductible)	Single	\$0	\$500	\$750	\$1,500	\$1,500	\$2,750
	Family	\$0	\$1,000	\$1,500	\$3,000	\$3,000	\$5,500
Lifetime Maximum		Unlimited		Unlimited		Unlimited	
Physician Office Visits		\$10 Copay	80% after deductible	\$15 Copay	70% after deductible	\$20 Copay	60% after deductible
Wellcare Exams & Prev. Care Services		100%	80% after deductible	\$15 Copay	70% after deductible	\$20 Copay	60% after deductible
Well Child Benefits Limits		Unlimited	Unlimited	Unlimited		Unlimited	
Obstetrical Office Visits (Pre & Post-Natal)		\$10 - 1st OV	80% after deductible	\$15 - 1st visit then 90% after deductible	70% after deductible	\$20 - 1st visit then 80% after deductible	60% after deductible
Inpatient Hospital Services		100%	80% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
Emergency Care		\$75 Copay	\$75 Copay	\$100 Copay	\$100 Copay	\$100 Copay	\$100 Copay
		waived if admitted		waived if admitted		waived if admitted	
Urgent Care Centers		\$35 Copay	80% after deductible	\$35 Copay	70% after deductible	\$35 Copay	60% after deductible
Lab and X-Ray		100%	80% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
Major Diag. (CT, PET, MRI, MRA, NM)		100%	80% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse		\$10 Copay	80% after deductible	\$15 Copay	70% after deductible	\$20 Copay	60% after deductible
		Mental Health Parity		Mental Health Parity		Mental Health Parity	
Inpatient Mental Health and Substance Abuse		100%	80% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
		Mental Health Parity		Mental Health Parity		Mental Health Parity	
Rx Card	Retail	\$10/\$20/\$30	\$10/\$20/\$30	\$10/\$20/\$30	\$10/\$20/\$30	\$10/\$30/\$50	\$10/\$30/\$50
	(Mail Order)	(2X)	Not Covered	(2.5X)	Not Covered	(2.5X)	Not Covered
	Diabetic Supplies	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay
Dependent Age Limits		26 (Federal) & 28 (Ohio)		26 (Federal) & 28 (Ohio)		26 (Federal) & 28 (Ohio)	