

MASTER CONTRACT

**BETWEEN THE
WESTERVILLE EDUCATION ASSOCIATION
AND THE
WESTERVILLE BOARD OF EDUCATION**

August 1, 2021 through July 31, 2024

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PREAMBLE

- 0.1 This written contract, as referenced in **Section 4117.01 (G)** of the Ohio Revised Code, is entered into at Westerville, Ohio, this 1st day of August 2021, between the Westerville Board of Education (a public employer as defined in **Section 4117.01 (B)** of the Ohio Revised Code and hereinafter referred to as the "Board") and the Westerville Education Association (an employee organization as defined in **Section 4117.01 (D)** of the Ohio Revised Code; an affiliate of the Ohio Education Association and the National Education Association; and hereinafter referred to as the "Association").
- 0.2 Members of the Association's bargaining unit are defined in **Chapter 1, Section 1.1, Section 1.1.2** of this contract and may hereinafter be referred to as "teachers," "employees," "bargaining unit members," and/or "unit members."
- 0.3 As used herein, the term "Superintendent" shall mean the Superintendent or his/her designee. The Superintendent is barred from designating an Association bargaining unit member as his/her designee for any purpose set forth in this contract.
- 0.4 Unless otherwise specified, "day" shall mean calendar day. (Monday – Friday, excluding holidays).
- 0.5 Unless otherwise specified, "request" or "notice" shall mean written or electronic request or written or electronic notice.
- 0.6 Unless otherwise specified, "seniority" shall mean seniority as defined in **Section 14.3**.
- 0.7 Unless otherwise specified, "copy" shall mean paper or electronic copy.

CHAPTER 1 RECOGNITION

- 1.1 Recognition
 - 1.1.1 The Board recognizes the Association as the exclusive representative of all bargaining unit members as defined in **Section 1.1.2** below.
 - 1.1.2 The bargaining unit shall include all certificated/licensed employees except substitute teachers who are employed to work less than one school year, all supervisors and management level employees, and all non-certificated employees.

CHAPTER 2 NEGOTIATIONS PROCEDURE

- 2.1 Negotiations Procedure
 - 2.1.1 Either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not less than ninety (90) calendar days prior to the expiration of the existing Agreement.
 - 2.1.2 All initial proposals for negotiations shall be in writing and exchanged at the first collective bargaining meeting between the parties. Such meeting shall be held no earlier than seventy-five (75) days or later than seventy (70) days prior to the expiration of the existing agreement. If, however, the existing Agreement expires between August 15 and October 15, then such meeting shall occur no later than the next to last work day as defined by the adopted school calendar.

2.1.3 Those chapters in the existing Agreement which are not proposed to be modified or terminated by either party shall become a part of the successor collective bargaining Agreement.

2.2 Negotiations Responsibility

2.2.1 Either party may call upon professional or lay representatives to consider matters under discussion and to make presentations to the other party during negotiating meetings.

2.2.2 The collective bargaining representatives of each party's team shall consist of no more than five (5) individuals, unless otherwise mutually agreed upon.

2.2.3 As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chair of each party.

2.2.4 When tentative agreement is reached on all issue proposed, each party's negotiation representatives shall respectively urge and recommend the adoption of such agreement. Such agreement shall be reduced to writing and submitted to the Association membership for approval. If approved, the agreement shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Agreement shall become a binding collective bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation that might conflict with any term or condition of the Agreement.

2.2.5 The Board and the Association may admit observers to negotiation meetings. Observers are to retain the confidentiality of the negotiations process. Each party may have up to three (3) observers attend negotiation meetings, unless more is mutually agreed upon. The Board observers designated by the Board are restricted to present/elected Board members, supervisors, and management level employees as defined in **Section 1.1.2**. The Association observers are restricted to members of its bargaining unit as defined in **Section 1.1.2**.

2.3 Inability to Reach Agreement

2.3.1 If an agreement has not been reached after consideration of proposals and counterproposals, either party may petition the Federal Mediation Conciliation Service (FMCS) to assign a mediator. In the event that the parties have not reached agreement thirty (30) calendar days prior to expiration of the contract, they shall petition FMCS to assign a mediator.

2.3.2 The mediation process shall commence with the assignment of the mediator and continue for twenty-one (21) calendar days. (In no instance shall mediation continue beyond expiration of the contract except by written mutual agreement of the parties.) The mediator shall have no authority to bind the parties to any agreement, nor shall he/she alter, modify, or amend any agreement between the parties. The process described herein shall not abrogate the Association's right under **O.R.C. 4117.14.D.2** to conduct a lawful strike, providing the mediation process described above has been completed.

2.4 The procedure outlined in **Section 2.3** is the parties' mutually agreed to Alternative Dispute Resolution Procedure and supersedes the dispute resolution procedures of **O.R.C. 4117.14 (C)(2-6)**.

2.5 During the term of this Agreement, any interim negotiations shall be governed by the bargaining impasse procedures as set forth in **O.R.C. 4117.14** up to and including Fact Finding, *i.e.* **4117.14 (C)(6)**.

- 2.6 Nothing in this Chapter shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

CHAPTER 3 ASSOCIATION RIGHTS

- 3.1 Association representatives shall be herein defined to be limited to Association officers, faculty representatives, committee chairpersons, and employees of the Association.
- 3.2 The Association shall be the only organization representing or attempting to gain authority to represent bargaining unit members, as defined in **Section 1.1.2** of this contract, to be granted the following rights and privileges.
- 3.3 Association representatives who are bargaining unit members shall have the right to schedule the use of school buildings to conduct meetings provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities.
- 3.4 Association representatives shall be permitted to transact official business on school property provided that such use does not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities.
- 3.5 Association representatives who are bargaining unit members shall have the right to use school equipment normally used by members of the bargaining unit in the course of their employment provided that such use does not interfere with or interrupt normal instructional programs of the school District, maintenance, health and safety conditions, or previously scheduled usage. Other school equipment may be used with the approval of the administrator responsible for such equipment.
- 3.5.1 The cost of any school supplies used by the Association shall be reimbursed to the Board. Any equipment use shall not be for personal profit or gain. Any and all repair or replacement costs that are made necessary by use beyond that which is normal and customary shall be borne by the Association.
- 3.5.2 The Association shall assume fifty percent (50%) of the total cost of printing the collective bargaining agreement after ratification, if written copies of the agreement are needed.
- 3.6 The Board shall provide the Association with bulletin board space in every school building. The representatives of the Association shall have the right to post notices of its activities and matters of concern on such bulletin board space.
- 3.7 The Association shall have the right to affix an Association insignia sticker on the mailboxes provided by the Board for the unit members.
- 3.8 The Association representatives who are bargaining unit members shall have the right to use the school district's mailing system and interschool email system in transmitting materials; however, the elected officials of the Association shall be responsible for all materials as to quantity and content.
- 3.9 With as much advance notice as possible, the Association President or his/her designee shall be notified of the time, date and place of all Board meetings and shall have electronic access of the agenda for each Board meeting.
- 3.10 The Association President or his/her designee shall be provided a seat at a designated table during Board meetings and may address the Board on issues of concern to the Association when recognized by the Board President.

- 3.11 As far in advance as possible and prior to any Board meeting, the Association President or designee shall have electronic access to the materials which will be discussed at the public Board meeting or other public records which may be requested by the President. Material that is not available until the day of the Board meeting will be provided at the Board meeting.
- 3.12 At the conclusion of building and district-wide staff meetings, Association representatives who are bargaining unit members may make announcements pertaining to Association business.
- 3.13 Each school year the Association President shall be notified that the District's staff directory is updated and available via the District's intranet – WCSnet.org. Such directory shall be updated semi-annually in the Fall and the Spring.
- 3.14 The Association President or his/her designee shall be provided access via the District's intranet WCSnet.org and/or provided an electronic copy the following District information when such information is requested and made available to the Board of Education:
 - 3.14.1 A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).
 - 3.14.2 A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board's Treasurer.
 - 3.14.3 A copy of the Proposed Budget prior to public inspection.
 - 3.14.4 A copy of the Official Budget when adopted by the Board.
 - 3.14.5 A complete copy of the Treasurer's Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous calendar year. Such copy is to be provided annually by the last January Board meeting.
 - 3.14.6 The Association President or his/her designee upon request shall be provided electronic copies of the following information/data prior to October 30:
 - 3.14.6.1 A copy of training and experience grids for:
 - 3.14.6.1.1 Bargaining unit members paid from the regular teachers' salary schedule.
 - 3.14.6.1.2 Bargaining unit members paid from the supplemental salary schedule.
 - 3.14.6.1.3 Bargaining unit members paid on an hourly rate.
 - 3.14.6.2 A class size list showing the student enrollment number for each class and a class load list showing the number of distinct preparations each secondary unit member is required to teach both daily and weekly.
 - 3.14.6.3 Data regarding enrollment and class size of elementary unit members.
- 3.15 With no less than twenty-four (24) hour advance written notification to the Superintendent of the names of unit members involved and the dates of leave required, up to twenty-five (25) days of leave with pay shall be granted to delegates and/or alternate delegates to the OEA Representative Assembly per school year. The WEA shall reimburse the District for the cost of substitutes used when unit members take leave under this subsection.
- 3.16 At the start of each school year, the Office of Human Resources shall provide the Association the name, address, employee I.D., assignment, and home building of each bargaining unit member. Upon written request of the Association, the employment status, teaching contract type and duration, years of Westerville service, total years of service, In-service increments, salary

schedule placement, areas of certification, and other pertinent personnel data shall be provided. When available, this information will be provided or accessible electronically. The name, address, employee I.D. number, and assignment of each newly employed unit member shall be available to the WEA President.

- 3.17 Unit members who are required to attend grievance arbitration hearings pursuant to **Chapter 11** during working hours shall suffer no loss of pay or other emoluments of employment as provided by law or this contract. In addition, if both the representatives of the Board and the representatives of the Association agree to meet during working hours, the representatives shall suffer no loss of pay or other emoluments as provided by law or this contract.
- 3.18 Upon application, the Association President/Association representatives (**Section 3.1**) shall be granted short term leave with pay, provided the Association reimburses the Board's Treasurer at the prevailing daily rate of pay for casual substitutes for each day of leave taken. The maximum number of such leave days that may be taken will be twelve (12) per year. Such leave may be taken in full or 1/2 day increments. Leave pursuant to **Section 16.3** will not be taken for Association Business.
 - 3.18.1 Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels his/her membership.
 - 3.18.2 Any individual who wishes to cancel his/her membership must notify the Association Membership Chair or the WEA President in writing on the Association Form between August 1 and August 31. A member may cancel his/her membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.
- 3.19 After consultation with the Superintendent and upon written request of the Association to the Superintendent, the Superintendent will make every effort to reduce the Association President's assigned pupil contact time below the pupil contact time he/she would have been assigned. If the request is denied or modified, written reasons will be provided.
 - 3.19.1 The WEA has requested and the Superintendent agrees to reduce the WEA President's assigned pupil contact time to zero hours of contact time.
 - 3.19.2 The WEA shall reimburse the Board for each hour of reduction. Such reimbursement shall be based on the hourly rate of the least senior person in the President's area(s) of certification, shall include the corresponding Board's share of STRS, and shall include the corresponding Board's share of medical premiums pursuant to **Section 18.5**. Such reimbursements shall be in keeping with the T.P.O.
 - 3.19.3 During the year of reduction, the President's employment status will remain the same as if he/she would have been without the reduction, and he/she shall suffer no loss of pay or emoluments as provided by law or this contract.
- 3.20 In keeping with **Section 4117.09 (B) (2)** of the Ohio Revised Code, unit members may authorize the Board to make payroll deductions, at no cost to the employee or the Association, for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:
 - 3.20.1 The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's Treasurer normally on or before October 20 of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due to a unit member, it shall be the responsibility of the Association to make such refunds.

- 3.20.2** Except as provided for in **Section 3.20.6** below, authorized payroll deductions will be made in twenty (20) equal installments for payroll plan A and sixteen (16) equal installments for payroll plan B (as provided in **Section 19.2.5**) beginning with the first pay in November.
- 3.20.3** If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, or if a unit member opts out prior to the end of the membership year, the unpaid balance will be deducted from his/her final payroll check. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's Treasurer receives notification of such revocation. Prior to the unit member's final payroll check or next payroll check after notification of revocation, the Board Treasurer will notify the Association of the unit member's change in status. The Association will then certify the amount of the unit member's unpaid balance.
- 3.20.4** Following completion of each deduction, the Board's Treasurer shall remit the amount deducted to the Association Treasurer in check form made payable to "The Westerville Education Association." A monthly list of the unit members for whom the deductions were made will be included with the check showing the amount deducted for each unit member.
- 3.20.5** The Association shall provide the Board's Treasurer a list of those unit members who authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 20 each year.
- 3.20.6** The Association will promptly transmit any new authorization it receives after October 20 to the Board's Treasurer, who shall attempt to begin deductions with the next payroll; but in no case will deductions begin later than the second payroll after the Board's Treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods that individual unit member has remaining in his/her pay plan for that contractual year.
- 3.20.7** If initiation fees and/or assessments are made during the year, the Association will meet with the Board's Treasurer to determine the means by which deductions will be made for this/these purpose(s).
- 3.20.8** The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

3.21 WEA/BOARD ADVISORY COUNCIL

3.21.1 General

- 3.21.1.1** The WEA and the Board shall establish an advisory council which shall meet on a monthly basis to promote harmonious labor management relations, to discuss situations and / or problems arising during the year which need to be discussed by the Board and Association; to review, study and produce comparative information concerning staffing levels of non-classroom e.g., nurses, guidance counselors, media specialist, specials, etc. and to address issues related to academic freedom; internal review of employee satisfaction and building climate within each of the worksites in the District. Re-negotiations of the contract or grievance handling shall not be a function of this Council; however, clarification of the existing agreement and the grievance process may be a function of Council by mutual agreement.
- 3.21.1.2** The WEA / Board Advisory Council shall consist of up to four (4) members of the Association and four (4) administrators.

- 3.21.1.3** Any resulting change shall be for a specific problem and shall not prejudice any specific section of this agreement. Changes agreed to by the parties involved may be added to this agreement as a memorandum in addendum form.
- 3.21.1.4** By October 1 of each year the parties may establish a calendar of monthly meetings of Advisory Council. This article, however, shall not preclude any additional meetings which the parties may feel are necessary as provided by **Section 3.22.1.1** above; nor shall it prohibit the parties from mutual agreement to cancel a meeting scheduled under this section.

3.21.2 Professional Climate Survey

- 3.21.2.1** The council will:
 - 3.21.2.1.1** Utilize a survey mutually agreed to by the Council. The purpose of the survey will be to identify the climate/satisfaction of bargaining unit employees in each work site in the District. Such survey shall provide for the confidentiality of the participants.
 - 3.21.2.1.2** Develop a cyclical survey review of the work sites in the District.
 - 3.21.2.1.3** Study the results of the surveys and report the findings and analysis to the Superintendent, the WEA President, and to the unit members and building administrators in the work sites surveyed. All information provided to the Council shall be confidential to the extent provided by law. Survey results shall not be used for personal attacks on any individual.
 - 3.21.2.1.4** The Council shall review the results and analysis of the survey, and, where appropriate, they will explore and recommend options to the Superintendent and the WEA President, to address the results. This could include, but not be limited to: forming an ad hoc committee at the building level to address student discipline concerns and/or to provide intervention and/or team building assistance to a building staff and administration.

3.21.3 Elementary AYP

- 3.21.3.1** The Superintendent shall notify the WEA President within two (2) days after notice is given to the principal(s) of official written notification from ODE that any building and/or the District is at risk (1st year of failure to meet AYP) or failed to achieve Adequate Yearly Progress (AYP).
- 3.21.3.2** Except as may be required by state or federal law, no School Improvement Plan (SIP) shall alter, modify, violate or supersede the Negotiated Agreement, except as mutually agreed in writing by the Board and the WEA.
- 3.21.3.3** In the event a building fails to meet AYP, the administration will identify the AYP subject area(s) to be addressed and determine the qualifications/experience of the individuals to participate on the building Elementary AYP team. The WEA President shall be notified of AYP subject areas and qualifications for the AYP committee and will appoint one half of the members meeting those qualifications to the building Elementary AYP team. The team will make recommendations for addressing the identified issues in a School Improvement Plan.
- 3.21.3.4** Upon notification to the District that the District as a whole or groups of buildings (ex. two or more elementary buildings; or an elementary, middle school, and high school) are at risk or failed to meet AYP, the Superintendent/designee shall determine the configuration of the AYP team and notify the WEA President

within ten (10) working days after the Board receives official notification in writing from ODE. The WEA President will appoint one half of the members meeting those qualifications to the District AYP team. The team will make recommendations for addressing the identified issues School Improvement Plan.

3.21.3.5 Any participation on AYP teams shall be voluntary.

3.21.3.6 An Elementary AYP team may make recommendations in areas such as staff development and curriculum (the latter of which will be considered by the curriculum development committee set forth in the Negotiated Agreement.)

3.21.3.7 Improvement Plan

3.21.3.7.1 Every School Improvement Plan recommended by an Elementary AYP team shall be promptly submitted to the Superintendent/designee and the WEA President/designee. Should the improvement plan include the need for unit members to do college course work then the Board will pay the cost of such courses.

3.22 Teacher Professional Organization

3.22.1 Upon written notification by the Association President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Westerville Education Association and/or an affiliate of the Association. The request shall include names(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall reimburse the Board for the amount of the supplemental contract(s) and the retirement contributions paid on behalf of the employee(s) at the times any such payments are made.

3.22.2 To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by 250 days.

3.22.3 The TPO stipend/compensation amounts for the above - mentioned positions shall be provided to the Westerville School District Treasurer on or before August 1st of each school year.

3.22.4 The payment for these stipends will be made in 26 equal installments, beginning with the first teacher payroll of the school year.

3.22.5 The WEA will reimburse the Board in two equal installments (January and June) for the full cost of these stipends plus the 14% required STRS employer contribution.

3.22.6 If the foregoing provisions are amended by subsequent changes to Ohio Administrative Code **section 3307-6-01**, then such changes shall be addressed as provided in **Chapter 27** of this Agreement.

**CHAPTER 4
COMMUNICATIONS PROCEDURE**

- 4.1 Proposed Board policy and/or administrative procedure changes initiated by Central Office Administrators which affect unit members in carrying out their assigned duties will be submitted to the Association President or his/her designee at least twenty (20) calendar days prior to official action.
- 4.2 The Association President shall be notified that the Board "Policies and Regulations" and the respective building's "Staff Handbook" shall be available on the District's intranet – WCSnet.org. Unit members shall have access to these documents throughout the contractual day.

**CHAPTER 5
CLASS SIZE**

- 5.1 The Board and the Association agree that:
 - 5.1.1 Class size should be consistent with the standards of quality education.
 - 5.1.2 Every effort should be made to provide one full-time equivalent classroom teacher for each twenty-five (25) pupils in average daily membership in the District. However, due to a lack of facilities, impacted growth areas, and a lack of proper financing, it may be difficult to reach this goal.
 - 5.1.3 Effective instruction is facilitated by fewer class preparations (number of different courses taught per teacher assignment) at the High School level. Efforts will be made to make teacher assignment consistent with this agreed upon philosophy.
- 5.2 As used in this Chapter "educational service personnel" shall be defined pursuant to the Ohio Administrative Code, **Section 3301-35-01**.
- 5.3 Every effort will be made not to place pupils in a classroom in larger numbers than the capacity of the teaching stations allow.
- 5.4 The parties agree that every effort should be made to provide one educational service personnel for each 200 pupils in average daily membership in the District.
- 5.5 Every effort will be made to provide at least one elementary media specialist for every 1200 elementary students.
- 5.6 There will be at least (1) full-time media specialist for each middle and high school.
- 5.7 If a building's media specialist(s) receives at least ten (10) days of extended service, student access to the building's library resources will be for the entire 180-day school year.
- 5.8 Every effort will be made to provide at least one certificated/licensed nurse for every 2500 students.
- 5.9 An administrative response will be triggered when a Kindergarten unit member's class size exceeds the desired limits of the District ratio established in **Section 5.1** by more than 5%. If the enrollment exceeds 25 in any tuition-based, all-day Kindergarten class, the administration will reduce the number or will provide an aide for that class upon request of the member.
- 5.10 An administrative response will be triggered when an 1-3 elementary unit member's class size exceeds the desired limits of the District ratio established in Section 5.1 by more than 12%.

- 5.11 An administrative response will be triggered when a secondary or 4-5 elementary unit member's class size exceeds the desired limits of the District ratio established in Section 5.1 by more than 20%.
- 5.12 Courses that have been traditionally taught in large groups shall be excluded from these limitations; however, upon a choir class reaching an enrollment of sixty (60) or more students, it will trigger an administrative response, which may include the addition of an accompanist.
- 5.13 The administrative intervention shall be determined by the Superintendent. In no case will that intervention result in the creation of a new section that has less than fifteen (15) students in membership.
- 5.14 Supplemental Services – Elementary
 - 5.14.1 Elementary related arts (art, music and physical education) unit members shall receive their schedules for the following school year in accordance with **Section 22.1.2**.
 - 5.14.2 The building assignments for each specials area shall be developed by the administrator committee in charge of the specials with formative input from at least one (1) teacher from each respective area (art, music and physical education). The teachers shall be appointed by the WEA President/designee.
 - 5.14.3 Any elementary related arts (**Section 5.14.1**) unit member who is assigned to more than one building shall have twenty (20) minutes travel time between buildings. The twenty (20) minute travel time shall not be included in either the duty-free lunch as outlined in **Section 6.1** or the preparation/conference time outlined in **Section 6.1.4**. This shall not change the practice for other unit members.
- 5.15 When determining class lists, building principals will take into consideration the effect of student needs on class size. The type of adaptations needed to meet the individualized learning needs of recognized student populations (IEP, 504, and ELL, but excluding gifted) will be important factors when determining class assignments.

CHAPTER 6 CONTRACT DAY

- 6.1 The length of the contract day for all full-time bargaining unit members shall be a continuous period of seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period.
 - 6.1.1 Full-time unit members at all levels shall have no more than 360 minutes of pupil contact time. For purposes of this section, pupil contact time shall be defined as that period of time during the instructional day in which a unit member has assigned responsibilities for a student(s). The five minutes between classes for elementary physical education, elementary music, and elementary art teachers counts as pupil contact time.
 - 6.1.2 Each full-time secondary unit member¹¹ shall be provided one (1) preparation/conference period per instructional day during which no other duties will be assigned. The length of this preparation/conference period will be equal to a normal instructional period or forty-five (45) minutes, whichever is longer.
 - 6.1.2.1 The provisions of **Section 6.1.2** notwithstanding, a unit member at a high school on a seven-period instructional day may be assigned to a preparation/conference period outside the instructional day. Unit members so assigned will not be assigned a twenty-minute lunch period duty.

¹ A unit member who is assigned to a building organized into departments.

- 6.1.2.2 At such a high school, unit members not assigned as stated above may be assigned a twenty-minute lunch period duty and a duty assignment after the instructional day. This latter duty will not exceed 35 minutes and will be within the contract day pursuant to **Section 6.1**.
 - 6.1.3 The usual and customary secondary unit member's day will not normally entail more than five (5) instructional periods.
 - 6.1.4 Each full-time elementary unit member shall be provided forty-five (45) minutes per contractual day for preparation/conference time during which no other duties will be assigned.
 - 6.1.5 Any unit member who is assigned to more than one building shall have his/her pupil contact time maximum reduced by the time required to travel between buildings.
- 6.2 A unit member who is part-time and paid pursuant to **Section 19.2.10.1** or **20.5** shall have **Sections 6.1, 6.1.1, 6.1.2, 6.1.3, and 6.1.4** prorated based on the part-time decimal found on his/her Individual Contract.
 - 6.2.1 Non-traditional part-time unit members (those unit members scheduled to report full day(s) but not every day) shall accumulate and be charged prorated sick leave as follows: $FTE \times 1.25 =$ accumulated sick leave per month. These unit members shall be charged the equivalent FTE for one day's use of sick leave. (For example, a unit member holding a .60 FTE contract shall accumulate .75 days of sick leave per month. A unit member holding a .60 FTE contract shall be charged .60 days when taking a sick leave day.)
- 6.3 Building Meetings
 - 6.3.1 Unit members within each school building shall attend faculty meetings called by the respective building principal in keeping with the following provisions:
 - 6.3.1.1 The parties agree that this section may cause the length of the contract day to exceed the time specified in **Section 6.1** above by not more than forty (40) minutes on each occasion, except in cases of emergency or unusual circumstances.
 - 6.3.1.2 Scheduled meetings shall be called at least five (5) school days in advance, except in cases of emergency or unusual circumstances.
 - 6.3.1.3 Unit members responsible for previously scheduled extra-curricular activities shall inform their building principal before the meeting and shall be excused. Unit members who have personal obligations that cannot be postponed or rescheduled shall request authorization not to attend the building meeting. If a meeting is other than a Tuesday, a unit member with a personal obligation that cannot be postponed or rescheduled shall inform his/her building principal before the meeting and shall be excused.
 - 6.3.1.4 If a bargaining unit member is excused from such meeting, the building principal will make all material distributed at the meeting or made available at the meeting available electronically to the excused member. It is the responsibility of the excused unit member to seek clarification of all information and directives provided at the meeting.
 - 6.3.1.5 Such meetings will be held only during the contract school year and shall not exceed twenty (20) per school year. The normal meeting day shall be Tuesday, but other days may be selected by the building principal.

6.4 Evening Functions

6.4.1 All unit members shall attend two (2) scheduled evening functions per school year if established by the respective building principals. The following provisions shall apply to evening functions:

6.4.1.1 Notice of such function shall be given to the affected unit members as soon as the principal establishes the date of the function.

6.4.1.2 The attendance of a unit member at such functions will not exceed two and one-half hours.

6.4.1.3 Such functions will be scheduled on a contract day.

6.4.1.4 Such function will last no later than 9:30 p.m., will be academically oriented, will be non-supervisory in nature and will involve a group of unit members (department, grade level or faculty).

6.4.1.5 Unit members responsible for previously scheduled extra-curricular activities shall inform their building principal before the function and shall be excused. Unit members who have personal obligations that cannot be postponed or rescheduled shall request authorization not to attend the function. Said request shall be made as soon as possible before the scheduled function.

6.4.1.6 When a principal requests an elementary related arts teacher (music, art, and physical education) to conduct/set up an evening showing of student work or performance, the teacher shall receive compensation of up to 2 hours of pay at **Schedule P**.

6.4.2 Sections 6.4.1 - 6.4.1.4 notwithstanding, a third evening function may be scheduled by the respective building principals. The following provisions will apply to such third function:

6.4.2.1 Notice of such function shall be given to the affected unit members, as soon as the principal establishes the date of the function.

6.4.2.2 Such function will be for parent-teacher conferences.

6.4.2.3 Such function will be scheduled on a contract day and will last no later than 9:30 p.m.

6.4.2.4 Such function will be the evening before or the evening of one of the scheduled Parent Conference Days.

6.4.2.5 The length of the contract day on the associated Parent Conference Day shall be reduced by the amount of time scheduled for such evening function.

6.5 In those middle schools where teaming is in effect, the following will apply. If teaming is discontinued, these provisions will have no effect and the remaining provisions of this article shall apply.

6.5.1 Each of the middle schools in the District will have teams of five (5) or fewer members at grade levels where teaming occurs.

6.5.2 Teachers participating on a team with flexible block format will have a daily team - regulated common planning period of not less than forty-two (42) minutes in addition to a daily individual, forty-two (42) minute planning/conference period.

- 6.5.3 Unit members who teach in the middle school buildings but are not members of an instructional team will have a daily planning/conference period of no less than forty-two (42) minutes.

CHAPTER 7 PERSONNEL FILES

- 7.1 A personnel file for each bargaining unit member shall be maintained in the Board office. This shall be considered a confidential file and the only official file of recorded information on unit members.
- 7.2 Requests of unit members to have access to their personnel files shall be handled by the Superintendent or his/her representative according to the following procedures:
- 7.2.1 Items in a unit member's file shall not be removed from the Board's administrative offices.
- 7.2.2 A unit member shall have access to his/her personnel file upon request.
- 7.2.3 A representative of a unit member shall have access to said unit member's personnel file when said unit member provides written permission to the Office of Human Resources. The unit member may or may not be present when his/her representative examines the file.
- 7.2.4 Access to a unit member's personnel file shall be granted only after completion of **Form E** and the filing of same with the Superintendent.
- 7.3 Members of the administration authorized to gain access to a unit member's personnel file shall be limited to the Board, the Superintendent, the building principal(s) directly supervising that unit member, and other administrators who are directly involved in a potential transfer of a unit member.
- 7.4 All materials shall be placed in the personnel file of unit members in accordance with the following provisions:
- 7.4.1 Each item shall bear the date it was placed in the file.
- 7.4.2 Prior to filing copies of general conference reports, observation-conference reports, or record(s) of discipline, the administrator originating the item and the unit member shall sign the same; in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of his/her refusal to sign.
- 7.4.3 The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.
- 7.4.4 A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.
- 7.4.5 A unit member shall be entitled to a copy of any material in his/her file. The Board may (but is not required to) charge a reasonable fee for making a copy for the unit member.
- 7.4.6 Any material entered into a unit member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack one or more of these qualities, it shall be removed from the unit member's file.
- 7.4.7 Material in a personnel file may also be removed upon written mutual agreement between the unit member and the administrator who made the entry or current building/central office administrator.

- 7.4.7.1 A14/78 materials shall be removed from the affected unit member's personnel file no later than three (3) years after originally placed in the file.
- 7.4.8 Letters or materials anonymous to the unit member or reports, partially or entirely based on sources anonymous to the unit member, shall not be placed or maintained in a unit member's file.
- 7.4.9 Items to be maintained in the personnel file of a unit member shall be limited to:
 - 7.4.9.1 Official transcripts of college work.
 - 7.4.9.2 Copy(ies) of certification authorized by the State Department of Education.
 - 7.4.9.3 Copies of Observation-Conference reports.
 - 7.4.9.4 Copies of general conference reports.
 - 7.4.9.5 Copies of A14/78 material.
 - 7.4.9.6 Record of employment including assigned duties, regular and supplemental, years of service in the District, and other pertinent employment information.
 - 7.4.9.7 In-service training data.
 - 7.4.9.8 Prior employment verification.
 - 7.4.9.9 Selective service records/military records.
 - 7.4.9.10 Salary notices.
 - 7.4.9.11 Signed letters and awards relative to positive professional performance included at unit member's request.
 - 7.4.9.12 Master Teacher narratives.
 - 7.4.9.13 Copies of Final Summative Evaluation Rating.
 - 7.4.9.14 Record(s) of discipline
- 7.5 The personnel file provisions as outlined in this Chapter shall be in addition to the provisions of **O.R.C. Section 1347.**
- 7.6 When a complaint is made by a parent, or any other member of the public concerning a unit member's conduct, service, character, personality, or other reason, to an administrator or board member, the following procedures shall be followed.
 - 7.6.1 All complainants shall be referred to the immediate supervisor of the unit member.
 - 7.6.2 Should any record be made, the unit member will be given the identity of the complainant, copies of any written materials, and the opportunity to discuss the details of the situation with the immediate supervisor. The unit member may bring WEA representatives to discuss the details of the complaint.
 - 7.6.3 The unit member shall be notified of any decision by the immediate supervisor that such complaint will be part of a general conference report which will be placed in the unit member's personnel file per **Section 7.4.9.4.**

- 7.7 Notwithstanding **Section 7.1**, the I-9 form required for unit members employed on or after November 6, 1986, by the Immigration Reform and Control Act of 1986 shall be maintained in a special file in the Office of Human Resources. It is agreed that these forms are confidential by law and available for inspection only by an authorized representative of the U.S. Department of Immigration or Department of Labor. A unit member may have access to his/her form for the purpose of reviewing or updating data.

CHAPTER 8 INVOLVEMENT IN CURRICULUM STUDIES

- 8.1 Curriculum Decision-Making
- 8.1.1 At least one-half ($\frac{1}{2}$) of the members of the established Curriculum Council(s) shall be classroom teachers. One-half ($\frac{1}{2}$) of each Council shall be appointed by the Association. The Superintendent shall appoint the balance of the members of each Council.
- 8.1.2 The Board shall not act on any recommendation that involves a change, addition or deletion to any K-12 curriculum or curricular material unless such recommended change, addition or deletion has been considered by the appropriate Curriculum Council. The Board will make every effort to ensure that Members of the Curriculum Council shall have a minimum of ten (10) school days in order to obtain feedback on any change, addition to, or deletion from the curriculum.
- 8.1.3 The recommendations of the Curriculum Councils to the Board and final decisions of the Board on curriculum matters will be communicated to all unit members. The communication procedure to be used shall be cooperatively developed by the Superintendent and the Association's Committee on Instruction and Professional Development (CIPD).
- 8.1.4 For newly adopted curricula, adequate time shall be provided for in-service training of classroom teachers who will be implementing such curricula. Such time shall be provided by one or a combination of the following options:
- 8.1.4.1 Early release of students.
 - 8.1.4.2 Scheduling of substitutes.
 - 8.1.4.3 Notwithstanding **Section 6.1**, an increase in the length of the contract day by up to one (1) hour, provided that unit members receive compensation pursuant to **Schedule P** of **Section 20.12.6**. The limitations set forth in **Section 6.3.1.5** do not apply to this provision.
 - 8.1.4.4 The combination of a one (1) hour reduction of the student day and a one (1) hour extension of the contract day pursuant to **Sections 6.3.1.2 - 6.3.1.5**.
 - 8.1.4.5 Other means as determined by administration that are consistent with the terms of the contract.
- 8.1.5 Effort will be made to provide all affected bargaining unit members copies of text(s) and necessary resource materials, (or electronic copies if available), at least ninety (90) days prior to the implementation date of a new curriculum.
- 8.1.6 The names of the members serving on the Curriculum Council will be posted on the District's intranet WCSnet.org.
- 8.1.7 Curriculum Pilot Program
- 8.1.7.1 When the administration identifies a curriculum pilot program, it will develop/discuss the parameters of the pilot program with the Association

President/designee regarding: the topic of the pilot; the start and end points; the goals; and the process for conveying the results of the pilot.

8.2 Facility Planning

8.2.1 The Board will request representatives selected by the Association to assist in the development of plans for new building(s), additions, or substantial renovation of existing educational facilities.

8.2.2 In the event of a possible delayed start of school due to the event of an entire building or sections of the building not receiving official building permit access notification from the appropriate jurisdiction, the following procedures will be followed:

The Superintendent or designee will meet with selected District personnel and the Association President or designee within ten (10) work days of notification to the District that an entire building or sections of the building will not be accessible to discuss an action plan for the staff impacted. The administrative response may include the possible delayed start of the school year. If there is a delayed start, impacted unit members shall have 1 or 2 contractual workdays, without students, to prepare their classrooms prior to opening of the building/section. The number of days shall be determined by mutual agreement between the Superintendent and the WEA President. (No additional pay).

8.3 Department Facilitators and Team Leaders

8.3.1 A building administrator/supervisor will seek input from unit members of the respective department or team prior to his/her selection/recommendation of a Department Facilitator or Team Leaders.

8.4 Academic Freedom

8.4.1 The primary responsibility for instructional design is with the classroom teacher until or unless there is a concern being addressed through the evaluation process.

CHAPTER 9 PROFESSIONAL DEVELOPMENT

9.1 The fundamental goal of professional development is a planned program of activities designed to inform, motivate, and provide ongoing professional growth of each educator.

9.1.1 The Association and the Board hereby agree to maintain a Local Professional Development Committee (LPDC) consistent with **O.R.C. 3319.22** and regulation adopted hereunder.

9.1.2 Purpose

The LPDC shall oversee and review professional development plans for course work, continuing education units, or other equivalent activities as required by law. The LPDC shall assume all responsibilities formally held by the In-service Council including approval of Professional Development activities submitted by unit members through the electronic system for tracking professional development and will act on approval of CEU/In-service hours submitted by unit members through this same system when the documentation of participation in approved activities required by LPDC has been submitted.

9.1.3 The LPDC shall consist of nine (9) members as follows: Five (5) WEA members appointed by the Association President; Four (4) non-bargaining members appointed by the Superintendent.

9.1.4 Whenever an issue regarding an administrator comes before the LPDC, the committee membership shall consist of a majority of administrators.

- 9.1.5 The terms of service of members of the committee shall be for a period of up to three (3) school years as determined by the party making the appointment. In the event of a vacancy, the appointing authority shall appoint a successor within twenty (20) school days.
- 9.1.6 The LPDC will meet at least eight (8) times yearly; one (1) meeting shall be held in September. Substitutes shall be provided for WEA members of the LPDC to attend all LPDC meetings held during the contract day.
- 9.1.7 Unit members serving on the LPDC will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to a limit of \$1,200 per person per year.

9.2 Increment Accumulation

- 9.2.1 An In-service increment shall be granted to a bargaining unit member for each 150 in-service hours accumulated when the ratio of the number of years of Westerville employment to In-service increments is not less than 4:1. For example, during an eight-year period, a unit member may earn a maximum of two In-service increments.
 - 9.2.1.1 A unit member who has converted his/her teaching certificate to a license shall have all hours that meet the definition set forth in **Section 9.4** applied toward completion of an increment. Thereafter, all time defined in **Section 9.4** shall be credited toward earning a Professional Development Incentive payment.
- 9.2.2 When college credits earned after 7/1/76 are used by a unit member to move to a new column on the salary schedule, any In-service increment(s) earned with the same credits will be dropped.
- 9.2.3 A unit member shall regain dropped increment(s) at the time he/she replaces the college credits used for the salary schedule change with an equivalent number of continuing education units (CEU) and In-service hours approved by the LPDC.

9.3 Increment Value

- 9.3.1 Each In-service increment previously granted shall add \$375 to a unit member's annual salary. In-service increments granted after September 1, 2001 will be calculated by multiplying .0129 x BA – 0 salary.
- 9.3.2 Each In-service increment, once granted, shall continue year-to-year, except as provided in **Section 9.2.2** above.
- 9.3.3 Payment for In-service increments shall be calculated on the basis of increments earned by the beginning of each school year; however, October 1 shall be the deadline for unit members to apply for In-service increments to their current annual salary.

9.4 Professional Development hours shall be granted according to the following provisions:

- 9.4.1 College Credit: one (1) semester hour equals 30 in-service hours or 3 CEUs. One (1) quarter hour equals 20 in-service hours or 2 CEUs.
- 9.4.2 Professional Development activities shall include curriculum study committees, workshops, professional meetings, curriculum council, audited college courses, activities that contribute to the collective improvement of individual buildings through collaborative site-based activities, activities that are related to the unit member's job assignment or certification/licensure activities that have been assigned or the result of a call for volunteers by a District or building administrator for the purpose of improving building climate/operations, activities specifically designed for the professional growth of an individual participating unit member, activities that relate or contribute to the District's

instructional and/or curricular goals, and activities that relate to improving instructional techniques.

9.4.2.1 Professional Development activities shall not include Association activities except participation in CIPD and/or participation in joint Administration – Association committee.

9.4.2.2 In-service/CEU credit shall not be granted for activities less than one-half (1/2) hour in length.

9.4.2.3 In-service/CEU credit shall not be granted to a unit member for a workshop whose content is identical to a workshop for which the unit member has received credit unless participation in such workshop is required by law or required/requested by administration.

9.4.2.4 No In-Service units will be granted for additional training/education that occurs during released time, during extended service, with financial reimbursement from the District except for tuition waivers, or during the contract day.

9.5 Professional Development hours shall be granted to unit members according to the following methods:

9.5.1 Unit members shall submit all requests for CEUs, In-service Credit or Professional Development Incentives (PDI) through the electronic system approved by the Superintendent. No changes in this electronic system will be made without prior review by the LPDC.

9.5.2 Unit members shall submit written documentation of participation in an LPDC approved activity in the form required by the LPDC.

9.5.3 For unit members with a permanent certificate:

9.5.3.1 For university or college credit, In-service/PDI hours will be granted upon receipt of an official transcript, provided such course work is related to a unit member's teaching field (as determined by his/her certificate) or is part of an approved, planned program for upgrading oneself professionally in education through the process established in **Chapter 12** or in keeping with a course of study leading to a degree or additional certification. The Office of Human Resources shall determine if the university or college credit qualifies.

9.5.3.2 For District-initiated Professional Development activities, the chairperson or leader of a committee or activity shall, within 15 days after completion of the activity, return a list of teachers who participated in the activity with an indication of the hours each participant was in attendance on the form prescribed by the Office of Human Resources or shall submit **Form B**, Certificate of Completion, for each participant to the LPDC where upon In-service/PDI hours shall be granted upon approval by the LPDC.

9.5.3.3 For other Professional Development activities, In-service/PDI hours will be granted upon completion of the activity and upon receipt by the Office of Human Resources of the **Form B** - Certificate of Completion with the In-service hours approved by the LPDC. The LPDC shall consider only the credit request(s) submitted by a unit member within six (6) months of the completion of the activity in question.

- 9.5.4 For unit members with a provisional or professional certificate who may or may not be converting to licensure:
 - 9.5.4.1 Professional Development hours (In-service/CEU) shall be granted to unit members pursuant to the procedures outlined in **Sections 9.5.5.1, 9.5.5.2.**
 - 9.5.4.2 The limitations set forth in **9.5.3.1** do not apply to those requests accompanied by an official CEU certificate of CEU credit.
 - 9.5.4.3 Said unit members after converting to a license shall retain previously earned in-service increments and shall be granted any additional increment accrued as pursuant in **9.2.1** and **9.2.1.1.**
- 9.5.5 For unit members with a license:
 - 9.5.5.1 Unit members with a license shall be eligible for Professional Development Incentive payment. For every 150 hours of time described in paragraph **9.4**, a unit member shall receive a one-time payment equal to $.0129 \times \text{BS } 0$ on the salary schedule. There shall be no limit on the number of PDI payments a unit member may achieve.
 - 9.5.5.2 Said unit members shall not be eligible to receive In-service increments.
- 9.5.6 Any action of the LPDC relative to **Sections 9.5.1, 9.5.2, and 9.5.3** is subject to final review as outlined in the **O.R.C. 3319.22.**
- 9.5.7 Bargaining unit members who are grandfathered under in-service increments, who hold both a certificate and a license, and who qualify for professional development compensation shall be compensated according to whether he/she is currently teaching under the certificate or the license (i.e. A unit member teaching a majority of his/her schedule covered by his/her certificate shall be compensated by in-service increments. Should that unit member the following year have the majority of his/her subjects covered by his/her license then he/she shall be compensated by professional development incentives.)

On August 1, 2023, all of the Professional Development Incentives (PDI) provisions will expire and bargaining unit members will no longer earn new PDI payments. All members who are receiving ongoing payments under Chapter 9 will continue to receive such payments.

Effective August 1, 2023, each unit member shall be compensated for any hours spent outside the contract day for attendance at required or pre-approved District activity (e.g., curriculum study/adoption, professional meetings (including but not limited to IEP, WEP, MTSS, etc.), workshops, curriculum council, and any other District-level or building-level committee and/or meetings (excluding staff meetings), and members participating in the Ohio Resident Educator Summative Assessment (Ohio RESA). Members must complete **Form B** and the compensation rate is **Schedule S.**

- 9.6 An Administrator will work with the principals and the Association's Committee for Instruction and Professional Development to plan and implement effective Professional Development activities.
- 9.7 District Pay-to-Participate Program
 - 9.7.1 The intent of the District Pay-to-Participate Program is to encourage and provide for professional growth of unit members. The limitations set forth in **Section 6.4.1.5** do not apply to this program.
 - 9.7.2 Unit members will be compensated for participation in designated and approved Professional Development activities and/or workshops at the rate established by **Schedule**

S which certifies to the Superintendent the names of unit members who complete a given activity or workshop. The Treasurer of the Board of Education shall issue a one-time lump-sum payment to each of the named unit members.

9.7.3 No payment will be made for attendance at workshops or activities that occur during the contract day. No In-service credit will be made for attendance at workshops or activities that occur during the contract day or for workshops or activities for which the unit member receives Pay-to-Participate payment.

9.7.4 Unit members will have the choice of receiving payment pursuant to **Section 9.7** or Professional Development Activity credit pursuant to **Section 9.4**.

9.8 Professional Development

9.8.1 A minimum of a half-day release time for unit members to prepare for professional development trainings and presentations to other unit members in the District and/or in their buildings.

9.8.2 The District shall recognize unit members' participation in non-contract day professional development, and will not require those unit members to attend redundant professional development offerings during the school year.

9.8.3 The Board will make available voluntary summer workshop opportunities during the two weeks before and two weeks after each school year, and unit members will be paid at the current substitute rate.

9.9 Professional Development Committee (PDAC)

9.9.1 A Professional Development Committee (PDAC) shall be comprised of at least three (3) members from each building level appointed by the Association President and not more than eight (8) administrators appointed by the Superintendent.

9.9.2 The committee's function shall be to recommend professional development topics that are relevant to the staff. The committee shall vote to recommend professional development needs and programming. The committee shall be chaired by the Superintendent/designee who shall develop the agenda for meetings.

9.10 Master Teacher Review Committee (MTRC)

9.10.1 The MTRC shall be established for the purpose of designating teachers in the building/District as a Master Teacher.

9.10.1.1 Purpose – the duties of the MTRC shall be strictly limited to the review and approval of Master Teachers as specified in Ohio law, including but not limited to Ohio Department of Education guidelines.

9.10.1.2 Composition – The MTRC will be comprised of five (5) members, three (3) teacher members and two (2) administrative members. The three (3) teachers shall be appointed by the WEA President, and the two (2) administrative members shall be appointed by the Superintendent/designee. The WEA shall determine the length of the term of office for its appointees serving on the MTRC, and the Superintendent/designee shall determine the length of the term of office for his/her appointees serving on the MTRC. In the event of an in-term vacancy or removal, the teacher member(s) shall be replaced by the WEA, and the administrative member(s) shall be replaced by the Superintendent/designee. The MTRC will have the authority to request an increase of the size of the committee to help with scoring applications if there are a large number of submissions in any given year; any such additional

membership for any particular year shall be in pairs, i.e., one (1) additional Superintendent/designee's appointee for each WEA President's appointee.

- 9.10.1.3 Meetings – the Committee shall meet once a year to read and score applications. Other meetings will be called on an “as needed basis”. Bargaining unit members serving on MTRCs will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** per bargaining unit member per year.

9.10.2 Operations

- 9.10.2.1 The MTRC shall be responsible for informing the bargaining unit of the MTRC process and any changes to the process for the District.
- 9.10.2.2 The designation of Master Teacher will be awarded to applicants who meet the selection criteria for such designation set forth by the Ohio Department of Education (“the selection criteria”). Each application will be initially read and scored by a panel of two (2) MTRC committee members composed of one (1) member appointed by the WEA President and one (1) member appointed by the Superintendent/designee, and if both panel members score an application as meeting the selection criteria, the applicant shall be designated as a Master Teacher. If one (1) member of a panel scores an application as meeting the selection criteria and the other member of the same panel scores that application as not meeting the selection criteria, a third teacher member of the MTRC shall then score that application, and that third teacher member's scoring shall be determinative. The selection of such third teacher members shall be equitably rotated.
- 9.10.2.3 Candidates will be notified, in writing, of their status within 60 days of turning their portfolio into the committee. Unsuccessful candidates must wait at least one (1) year before resubmitting. Candidates will be responsible for making arrangements to pick up their materials.
- 9.10.2.4 Successful candidates will receive a certificate and recognition at a District Board meeting.
- 9.10.2.5 A copy of the narrative portion of each application submitted will be kept in the applicant's personnel file.
- 9.10.2.6 In future years as Master Teachers are identified, teacher members of the committee will be comprised of Master Teachers.
- 9.10.2.7 The committee will establish an appeal process for teachers who believe that the process and procedures outlined in this section were not followed. No appeals will be considered based on scoring of a candidate's application.

9.10.3 Employee Protection

- 9.10.3.1 Under no circumstances is the involvement in the activities of the MTRC to be used for employment decisions by the Board.
- 9.10.3.2 Nothing in the Master Teacher process shall have an adverse impact on a unit member's evaluation.

- 9.10.4 The MTRC shall act in accordance with state law and ODE requirements and shall not have the authority to supersede any section of this collective bargaining agreement.

CHAPTER 10 FEE WAIVER

- 10.1** The following guidelines will be used for application and distribution of fee authorization cards:
- 10.1.1** The fee authorization cards for each participating educational institution shall be allocated into units for distribution by terms. The allocation for the year will be determined pursuant to the Agreement approved by the participating educational institution, the Association, and the Board. The allocation per term shall be based on the percentage requested each term the previous school year. Those cards not used will be carried over to the next term. Unused cards from Otterbein and Capital shall be returned to said university/college.
 - 10.1.2** Funds generated from unused cards returned to Otterbein, Capital, or other educational institutions shall be expended on in-service programs. The LPDC shall make recommendations on the use of said funds to the Superintendent, who shall have final authority on the expenditure of the funds.
 - 10.1.3** No more than the allocated number of cards will be issued during a term unless additional cards are obtained from other Franklin County Council of Education Associations (FCCEA) member districts or cards have been carried over from a previous term.
 - 10.1.3.1** The provisions of **Sections 10.1.1** and **10.1.3** notwithstanding, the allocation per term of Ohio State University Fee Waivers will not be limited to the percentage requested each term the previous school year. All requests for fee waivers shall be honored unless the University allocation becomes more restrictive.
 - 10.1.4** Each bargaining unit member desiring a fee waiver must complete a written application **Form F** provided by the Superintendent or his/her designee.
 - 10.1.5** This form must be received by the Westerville School's Central Office no later than the deadline established and published by the Superintendent.
 - 10.1.6** If the demand for cards is greater than the number allocated for a particular term, 85% of the allocation for the term will be distributed according to the guidelines established in **Section 10.1.8** and **Section 10.1.9**.
 - 10.1.7** If the demand for cards is greater than the number allocated for a particular term, the remaining 15% of the allocation for the term will be distributed by lot to requesting unit members who are not awarded a waiver pursuant to **Section 10.1.6**.
 - 10.1.8** Preference Orders
 - 10.1.8.1** 1st Preference - Any unit member who needs college courses to renew a certificate/license required for his/her current position.
 - 10.1.8.2** 2nd Preference - Any unit member taking college course(s) as part of an established graduate degree program approved by the college and who has attended one session during the previous twelve (12) months.
 - 10.1.8.3** 3rd Preference - Any unit member taking college course(s) as part of an established graduate degree program approved by the college and who has not attended one session during the previous twelve (12) months.
 - 10.1.8.4** 4th Preference - Any unit member who does not qualify for the first three preferences.
 - 10.1.9** Within any of the above preference categories, priority will be given on the following basis:

- 10.1.9.1 Those unit members who have indicated a willingness to participate in approved Field / Student-Teacher Experience Programs. The Superintendent shall provide a form to all unit members during the first week of each school year that shall provide a place where the unit member may indicate his/her willingness to participate in the student field experience programs. **Form G**
 - 10.1.9.2 Those unit members who have had direct responsibility for students in any college/university field experience program during the previous twelve (12) months.
 - 10.1.9.3 Years of employment with the Westerville School System.
 - 10.1.9.4 In case of a tie after utilizing the above methods, a lottery will be utilized to select the successful participant(s). The procedure for conducting the lottery shall be established by the Superintendent.
- 10.1.10 Procedural Guidelines for the Fee Waiver Program.**
- 10.1.10.1 Fee authorization cards provided by the Superintendent will be completed by the appropriate Central Office Staff and sent to the appropriate principal(s) for distribution to the appropriate unit member(s).
 - 10.1.10.2 Any unit member who receives a card and decides not to use it must return the card to the Central Office as soon as possible but not later than the last day for payment of fees. Any person who fails to return a card will be denied the use of fee authorization cards for the succeeding twelve (12) months.
 - 10.1.10.3 Any unit member who drops a course within the time limits prescribed by a participating educational institution will notify the appropriate officers of said institution so that credit may be given to the system's authorization bank.
 - 10.1.10.4 Cards will be issued on a one card per unit member basis for each term to the extent that cards are available. A second card may be requested for summer term(s) only. Summer term(s) cards will be issued on a one card per unit member basis until all requests are filled. Remaining cards will then be distributed to those requesting a second card according to the established preference orders. A fee authorization card can authorize any number of credit hours up to but not exceeding six (6) quarter hours or the equivalent. The conversion of units to quarter hours and/or semester hours shall be determined by the Superintendent.
 - 10.1.10.5 The guidelines for utilization of fee authorization cards shall be reviewed annually by a joint Association-Administration committee if either the Association or the Superintendent believes there is a need to review the procedure.

CHAPTER 11 GRIEVANCE PROCEDURE

- 11.1 Grievance Defined
 - 11.1.1 A grievance is an alleged violation, misinterpretation, or misapplication of the provisions of the Master Contract between the Board and Association.
- 11.2 General Provisions
 - 11.2.1 An Association representative of choice may be used by any grievant involved at any level of the procedure herein described.

- 11.2.2 No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described. No reprisal shall be made against any party involved in the use of this grievance procedure.
- 11.2.3 If a grievance appears to arise from the action or inaction of an authority higher than the principal or immediate supervisor, if it affects a group or class of unit members, or if it affects the Association, it may be initiated at the lowest level at which relief can be provided for the grievance, but not above Level II.
- 11.2.4 An individual or group grievance may be initiated by the person or group so aggrieved or by the Association.
- 11.2.5 All meetings held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator.
- 11.2.6 The Association President or his/her designee shall receive a copy of all formal grievances filed, all written communications regarding grievances being processed (including notification of the time and place of all grievance meetings), and all written decisions. He/she shall have the right to attend all grievance meetings.
- 11.2.7 A grievance may be withdrawn at any level without prejudice or record.
- 11.2.8 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.
- 11.2.9 Nothing contained in this procedure shall be construed as limiting the rights of unit member(s) from using legal means in resolving a complaint or problem.

11.3 Time Limits

- 11.3.1 During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday), excluding legal holidays.
- 11.3.2 The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.
- 11.3.3 All formal grievances must be appealed to the next formal level within ten (10) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level.
- 11.3.4 Failure of the administration to respond within the specified time limits shall permit the grievant to proceed to the next level.
- 11.3.5 If a grievance is not initiated within thirty (30) days after the grievant knew, or should have known, of the act and condition upon which the grievance is based, the grievance shall be considered waived.

11.4 Procedure

11.4.1 Informal Discussion

- 11.4.1.1 A unit member having a grievance shall first discuss it with his/her immediate supervisor or principal, either individually or with an Association representative. This discussion must be acknowledged as the "informal discussion" step of the grievance procedure. Such acknowledgement may be provided via email or in

writing from the unit member scheduling the meeting with the immediate supervisor or principal.

11.4.2 Level One

- 11.4.2.1** If a grievant is not satisfied with the result of informal discussion and/or if he/she wishes to initiate a formal grievance, the grievance and relief sought will be reduced to writing on **Form K**. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance.
- 11.4.2.2** The written grievance shall be initiated by submitting **Form K** to the immediate supervisor or principal.
- 11.4.2.3** Within five (5) days of receipt of the written grievance, the immediate supervisor or principal shall meet with the grievant. The meeting shall include the appropriate administrator, the grievant, Association representative(s), and any other person who may be needed to give information concerning the grievance.
- 11.4.2.4** Within five (5) days following the meeting, the appropriate administrator shall render a written disposition. Said disposition shall be submitted to the grievant by using **Form K**.

11.4.3 Level Two

- 11.4.3.1** If the grievant is not satisfied with the disposition at Level One, the grievance may be appealed by submitting **Form K** to the Superintendent/designee.
- 11.4.3.2** If a grievance is to be initiated at this level, the grievance and the relief sought will be reduced to writing on **Form K**. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance.
- 11.4.3.3** The written grievance shall be initiated by submitting **Form K** to the Superintendent/designee.
- 11.4.3.4** Within five (5) days of receipt of **Form K**, the Superintendent/designee shall meet with the grievant. The meeting shall include the Superintendent/designee, the grievant, Association representative(s), and any other person who might be needed to give information concerning the grievance.
- 11.4.3.5** Within five (5) days following the meeting, the Superintendent/designee shall render a written disposition. Said disposition shall be submitted to the grievant by using **Form K**.

11.4.4 Level Three

- 11.4.4.1** Upon mutual agreement of the Board and the Association, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.
- 11.4.4.2** If the grievant is not satisfied with the disposition at Level Two and with the concurrence of the Association, the grievance may be appealed to binding arbitration by the following provisions:
- 11.4.4.3** Within ten (10) days of receipt of the written Level II disposition, the Association may submit a demand for arbitration **Form L** to the American Arbitration

Association (AAA). Copies of said demand form will be sent to the Superintendent and the grievant at the same time as the original is sent to the AAA. The arbitrator will be selected in keeping with AAA's voluntary rules and regulations. Once an arbitrator is selected under this process, the arbitrator shall conduct a fair and impartial hearing on the grievance, during which each party will have an opportunity to present its side of the grievance. The arbitrator shall issue his/her binding written award as soon as possible after the hearing. Copies of the binding award will be sent to the grievant, the Association President, and the Superintendent.

- 11.4.4.4** The arbitrator is specifically prohibited from making any decision that is inconsistent with the terms of this contract, that alters or amends this contract, or that is contrary to law.
- 11.4.4.5** The fees and expenses of the arbitrator, including the cost of a meeting room and AAA filing fees, shall be paid by the party whose position was not sustained by the arbitrator.
- 11.4.4.6** Nothing herein shall be construed to limit the parties from mutually agreeing to a panel of arbitrators and a method of selecting from such panel an arbitrator for level three grievances as they arise.

CHAPTER 12 EDUCATOR PROFESSIONAL GROWTH AND DEVELOPMENT

12.1 Concept Statement

- 12.1.1** We believe that in order for significant, meaningful individual growth to take place, there needs to be some common conceptualization about the growth and development process and the climate that is most supportive of professional growth. We believe that the Westerville School District should be dedicated to the personal and professional practice and development of staff members. By the same token, we believe that as professionals we have individual obligations to plan for our own growth in a systematic, planned way during our professional career.
- 12.1.2** We further believe that such individual growth is most likely to occur in a caring climate where those individuals responsible for the supervision of others act in a facilitating way.
- 12.1.3** We believe that the essence of positive, personalized individual professional growth includes a clear understanding of who "I" am, well-defined growth objectives, reasonable time lines, a scheme (strategies) for reaching the stated objectives, progressive checkpoints, benchmarks and identifiable means of measurement and a facilitative manager.
- 12.1.4** We believe that the growth process should place the emphasis on performance outcomes, rather than subjective judgment applied by arbitrary standard.
- 12.1.5** We believe that demonstrated professional growth requires commitment of time, observation by principals of teachers' classroom performances, personnel resources, finances, and ultimately should involve the Board of Education, Superintendent and all employees on an annual basis.
- 12.1.6** We believe that the supportive role of a mentor working with an individual teacher on his/her individual professional growth must be independent of and separate from the contract process.
- 12.1.7** Finally, we believe that Professional Growth and Development should:

- 12.1.7.1 Be aligned with the Ohio Standards for the Teaching Profession and include meaningful professional development aligned with the professional standards.
- 12.1.7.2 Take into consideration the professional standards, scope and sequence of the adopted course of study, academic content standards, District and building CIP goals.

12.2 Mentor/Resident Educator Program

12.2.1 For teachers new to the profession, new to the District, and/or teachers with identified performance deficiencies a mentor should be provided. For the purpose of this agreement, the term mentor shall be synonymous with the terms resident educator mentor and resident educator facilitator.

The Mentor / Resident Educator Program may:

12.2.2 involve goals designed to:

- 12.2.2.1 improve instruction;
- 12.2.2.2 enhance performance;
- 12.2.2.3 reinforce curricular goals;
- 12.2.2.4 provide a variety of learning experiences for students; and
- 12.2.2.5 improve student learning.

12.2.3 involve a "mentoring" approach to goals for new teachers.

12.2.3.1 During the first four years of employment of a bargaining unit member, the principal may determine that the teacher should be assigned a mentor to aid his/her professional practice and development as a new teacher. The Resident Educator program shall be administered in accordance with the rules and regulations issued by the Ohio Department of Education.

12.2.3.2 The assigned mentor may be a department facilitator, a team leader, or other person designated by and acting under the direction and supervision of the principal. Participation as a mentor shall be voluntary.

12.2.3.3 The mentor shall not have a formal evaluation role or make or offer recommendations concerning the employment of any other bargaining unit member.

All interaction, written or oral, between the mentor and the educator shall be regarded as confidential, except if there is an issue of safety or ethics that must be reported.

12.2.3.4 The mentor will facilitate the teacher professional practice, and support growth of the educator through formative tools and practices. The principal shall approve the development program.

12.2.3.5 The resident educator mentor/facilitator shall be compensated pursuant to **Section 20.12.4.0.8**.

12.2.3.6 The orientation mentor shall be compensated pursuant to **Section 20.12.4.0.9** up to a limit of ten (10) hours per year.

12.2.4 involve a "mentoring" approach to goals for experienced teachers.

12.2.4.1 A principal may determine that a teacher who has been employed with the District more than four (4) years will be assigned a mentor to aide his/her professional practice and development as a teacher, if cited through the OTES professional growth and improvement process. If a mentor has been assigned as part of a development program, the principal, the teacher, and the mentor shall work collaboratively to create the program.

12.2.4.2 The mentor shall be compensated pursuant to Schedule P Section 20.12.6 for all time scheduled by the principal and approved by the Superintendent for the teacher's professional growth and development practice unless administrator provides released time from other duties for which the mentor is usually responsible.

12.2.5 involve classroom observation of the teacher by the administrator,

12.2.6 involve observation by the teacher of other teachers in the building,

12.2.7 involve attendance at workshops, seminars, etc., and

12.2.8 involve graduate school course work.

12.3 Evaluation System for Teachers and School Counselors

The Association and the Board agree that the only policy and/or procedure for the evaluation of unit members will be the statements contained in this Chapter unless the parties mutually agree to an alternate policy and/or procedure. No unit member will be required to complete a self-evaluation.

12.3.1 Teacher Evaluations

The Association and the Board further agree that, for purposes of **O.R.C. 3319.11(A)(1)**, the "evaluation procedure" shall include only the observations and walkthroughs required by statute and that the evaluation, including the post-conference, be completed by May 1 with the evaluation report provided to the unit member by May 10.

12.3.2 The teacher evaluation system will comply with **Board Policy 3220**, Ohio Revised Code and the framework for the evaluation of teachers developed pursuant to section **3319.111** and **3319.112** of the **Ohio Revised Code** and will be utilized for each unit members who is required to be evaluated using the standards-based evaluation system as defined in section 3319.111 of the Ohio Revised Code. The Ohio Department of Education's (ODE) Ohio Teacher Evaluation System 2.0 (OTES 2.0) forms will be used for these unit members, except that the TESC's pre- and post- conference forms will be available for use. Copies of the ODE OTES 2.0 forms and the TESC forms for both pre-and post-conferences are attached to this agreement as Appendix 4. Each unit member will be informed as to the evaluation system and the identity of their evaluators within the first twenty (20) contract days of the school year. The dates/deadlines set forth in these provisions are intended to facilitate a timely and meaningful evaluation system. Both parties recognize that extenuating circumstances may require that the dates/deadlines set forth be modified accordingly; however, under no circumstances shall the dates in the statutes be modified (i.e., May 1 and May 10).

Each teacher evaluation will:

12.3.2.1 Include scheduled Observations (minimum of two (2)), which will be conducted for no less than thirty (30) consecutive minutes each. The first will be a holistic observation and the second will be a focused observation. There will be at least one (1) observation in the first semester and no less than twenty (20) contract days between Observations, unless mutually agreed otherwise. Unit

members in the final year of a limited contract who are under consideration for nonrenewal shall have a minimum of three (3) Observations. If there is a third observation, it will take place in the second semester. Observations will not be video or audio recorded.

- 12.3.2.2** Include pre-observation conferences that will take place within three (3) work days prior to the Observations. The Teacher Evaluation Steering Committee (TESC) pre-conference form will be used;
- 12.3.2.3** Include at least two (2) walkthroughs (ranging from five (5) to fifteen (15) minutes in length) with feedback from each to be provided on the appropriate forms within two (2) work days;
- 12.3.2.4** Utilize at least two (2) measures of High Quality Student Data (HQSD)
 - 12.3.2.4.1** HQSD shall include Value-Added data as one (1) source of HQSD, if it is available.
 - 12.3.2.4.2** A HQSD Committee comprised of administrators and teachers (locally determined experts in the field of education) shall rigorously review and determine if an instrument meets the criteria for generating HQSD. The Committee shall be comprised of an equal number of administrators appointed by the Superintendent/designee and teachers appointed by the WEA President. Any ties will be resolved by the Superintendent. The HQSD Committee shall use a rubric to assess the instrument. Teachers shall be provided a copy of the rubric.
 - 12.3.2.4.3** HQSD will be considered attributable to a teacher when the student is:
 - 12.3.2.4.3.1** assigned to the teacher who has proper certification/licensure to teach the subject/grade level for which the student is enrolled; or
 - 12.3.2.4.3.2** assigned to an intervention specialist or English Language learning teacher who is responsible for a portion of the student's instructional time within a given subject/course.
 - 12.3.2.4.4** Vendor Assessments
 - 12.3.2.4.4.1** When utilizing vendor assessments, all affected teachers shall be trained on the utilization of the assessment, including how to analyze the data to inform instruction.
- 12.3.2.5** Be conducted by a Board-approved, trained and credentialed evaluator who works in the District. The District will not hire administrators solely for the purpose of conducting observations/evaluations.
- 12.3.2.6** If required, include post-observation conferences to take place within ten (10) work days after each Observation. A post-observation conference shall be required after the holistic observation. If the unit member's most recent summative/holistic rating is Developing or Ineffective, then a post-observation conference shall be required after each observation.
- 12.3.2.7** A final summative conference between the Evaluator and unit member shall be required and shall occur not later than May 10.

- 12.3.3** The Board will evaluate each unit member who received a rating of Accomplished on the unit member's most recent evaluation conducted under these provisions once every three (3) years, so long as the evaluator determines that the unit member is making progress on the Professional Growth Plan to continue on the less-frequent evaluation cycle.

The Board will evaluate each unit member who received a rating of Skilled on the unit member's most recent evaluation conducted under these provisions once every two (2) years, so long as the evaluator determines that the unit member is making progress on the Professional Growth Plan to continue on the less-frequent evaluation cycle.

- 12.3.3.1** In any year that a unit member is not formally evaluated as a result of receiving a rating of Accomplished or Skilled on the unit member's most recent evaluation, the unit member must complete a self-directed Professional Growth Plan and a credentialed evaluator shall conduct at least one (1) observation and hold at least one (1) conference for a discussion of progress on the Professional Growth Plan with the unit member.

12.3.4 School Counselor Evaluations

The school counselor evaluation system will comply with Board Policy 3220, Ohio Revised Code and the framework for the evaluation of school counselors developed pursuant to section 3319.113 of the Ohio Revised Code and will be utilized for all unit members who are required to be evaluated using the standards-based evaluation system defined in section 3319.113 of the Ohio Revised Code. The Ohio Department of Education's (ODE) Ohio School Counselor Evaluation System (OSCES) forms will be used for these unit members and are attached to this Agreement as Appendix 4.

- 12.3.4.1** School Counselor evaluations will include the following components:

- 12.3.4.1.1** Pre-observation conferences that will take place within three (3) work days prior to the Observations. The TESC pre-conference form will be used;
- 12.3.4.1.2** Scheduled Observations (minimum of two (2)) that will be conducted for no less than thirty (30) consecutive minutes each. Unit members in the final year of a limited contract who are under consideration for nonrenewal shall have a minimum of three (3) Observations;
- 12.3.4.1.3** There will be at least one (1) observation in the first semester and no less than twenty (20) contract days between Observations, unless mutually agreed otherwise. If there is a third observation, it will take place in the second semester. Observations will not be video or audio recorded;
- 12.3.4.1.4** If required, post-observation conferences will take place within ten (10) work days after each Observation. A post-observation conference shall be required after the holistic observation. If the unit member's most recent summative/holistic rating is Developing or Ineffective, then a post-observation conference shall be required after each observation;
- 12.3.4.1.5** Walkthroughs (ranging from five (5) to fifteen (15) minutes in length) with feedback from each to be provided on the appropriate forms within two (2) work days
- 12.3.4.1.6** A final summative conference between the Evaluator and unit member is required and must take place no later than May 10.

12.3.5 Teacher and Counselor Professional Growth Plans and Improvement Plans

Unit members' Professional Growth Plans or Improvement Plans must be developed annually by September 30.

12.3.5.1 Each Professional Growth Plan shall include no more than two (2) goals. The teacher Professional Growth Plan shall include one (1) goal tied to the Ohio Department of Education Standards and one (1) goal tied to the unit member's assigned building goals.

12.3.5.2 Each Professional Growth Plan shall be written as follows:

12.3.5.2.1 A unit member's Professional Growth Plan shall be self-directed if the unit member's most recent summative/holistic rating is Accomplished.

12.3.5.2.2 A unit member whose most recent summative/holistic rating is Skilled may self-direct his/her Professional Growth Plan with the evaluator.

12.3.5.2.3 A unit member whose most recent summative/holistic rating is Developing shall have one (1) goal that is self-directed and one (1) goal that will be mutually developed with the evaluator.

12.3.6 Unit members who provide notice of retirement that is accepted by the Board by December 1 will not be evaluated that year. Unit members who are on a leave of absence for fifty percent (50%) or more of the school year will not be evaluated that year.

12.3.7 Traveling unit members will be formally observed by only one (1) of the building administrators with input and evidence offered by the other building administrator(s). If there is a question concerning the origin of some evaluation feedback, the unit member can request information about the origin of the feedback, which shall be provided.

12.4 Teacher Evaluation Steering Committee

12.4.1 The District will continue the Teacher Evaluation Steering Committee (TESC) for the duration of this Agreement through the end of this contract in 2024. Additional members may be added to the TESC in equal numbers from WEA (appointed by WEA) and Administration (appointed by Administration), all of whom shall have the desired qualifications/experience, such as: willingness to commit time and energy to policy committee, knowledge of and experience with evaluation tools. The TESC will also include the Superintendent or designee, the Executive Director of Human Resources and other administrators as needed, but the number of administrators shall not exceed the number of WEA members on the committee. The TESC will assess, review, and make recommendations regarding the evaluation procedure, including evaluation forms and including any new legislative developments affecting teacher evaluation. The TESC does not have any authority to make any changes to the evaluation procedure or forms. Any recommended changes must be ratified by the bargaining unit and the Board.

12.4.2 Unit members who are not required to be evaluated by OTES or OSCES will be evaluated using a District-designed evaluation system aligned to OTES.

12.4.3 The evaluation policy shall include procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing teachers. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

**CHAPTER 13
FAIR DISMISSAL**

13.1 Statement of Purpose

13.1.1 The parties recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights shall be accorded all unit members.

13.2 Definition of Terms

13.2.1 Termination of a contract shall be defined as the ending of a continuing contract or a limited contract by Board action before the expiration time specified in such contract.

13.2.2 Non-renewal shall be defined as Board action not to re-employ a unit member pursuant to the provisions of **O.R.C. Section 3319.11**.

13.2.3 Suspension, as used in this procedure, shall be defined as the removal of a unit member from his/her assigned duties and should not be confused with the word "suspension" as used in the Reduction in Force Chapter in this contract.

13.2.4 Nothing in this Chapter shall be construed to deny unit members the right to redress through the courts of law.

13.3 Termination of a Contract

13.3.1 Basis for Termination

13.3.1.1 The contract of a unit member may not be terminated by the Board except for good and just cause (**O.R.C. Section 3319.16**).

13.3.2 Procedure

13.3.2.1 The legal procedure the Board must follow in terminating a contract is outlined in the **O.R.C., Section 3319.16** and **3319.161**.

13.4 Non-renewal of Limited Contracts

13.4.1 Basis for Non-renewal

13.4.1.1 Non-renewal of a unit member's contract by the Board may be only for gross immorality, for willful and persistent violation of reasonable regulations of the Board and/or **Section 12.3** of this Agreement as documented in the OTES Improvement Plan, or for other good and just cause.

13.4.2 Procedure

13.4.2.1 For unit members whose contract is being considered for non-renewal, the Board will make every effort to notify the member by May 15th. Unit members being considered for non-renewal shall be notified in writing on or before June 1, as set forth in **O.R.C. 3319.11**. The notification shall include the following information:

13.4.2.1.1 The basis and the complete and detailed reasons for such non-renewal.

13.4.2.1.2 A unit member shall have the right to undertake, with his/her representative, a complete review of his/her personnel file in accordance with **Chapter 7**.

13.5 Progressive Discipline

- 13.5.1** Disciplinary conferences and reprimands will occur in private. If requested, the affected Employee may be accompanied by an Association representative. The conference will not be delayed more than one (1) school day if the representative is not immediately available.
- 13.5.2** The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The level of discipline will be identified in the written documentation. The normal progressive sequence is:
 - 13.5.2.1** Documented warning;
 - 13.5.2.2** Written reprimand;
 - 13.5.2.3** Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
 - 13.5.2.4** Termination (with or without a suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.
- 13.5.3** Starting with the written reprimand level in the above sequence, discipline will be for just cause.
- 13.5.4** Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Chapter 11 of this Agreement

13.6 Sequence of Contracts

- 13.6.1** Limited contracts in the District shall be for the following periods, provided that any bargaining unit member beginning employment during a school year shall commence such sequence, if rehired, the following school year:
 - 13.6.1.1** The first contract granted a beginning bargaining unit member shall be a one (1) year limited contract.
 - 13.6.1.2** The second contract granted a bargaining unit member shall be a one (1) year limited contract.
 - 13.6.1.3** The third contract and subsequent contracts granted a bargaining unit member shall be a two (2) year limited contract.
 - 13.6.1.4** If a unit member receives a final summative/holistic rating of Ineffective or Developing (which must include an ineffective rating in at least one (1) area of the evaluation rubric), the Superintendent may recommend a one-time break in the above contract sequence. The unit member will be notified, in writing, on or before May 15 of the Superintendent's intent to recommend the one-time break in the above contract sequence. This one-time break in the contract sequence shall serve as warning to the unit member that his/her job performance will be closely monitored via the OTES/OSCES/Non-OTES/Non-OSCES Improvement Plan process, and the unit member's future employment is dependent upon improvement of the goals contained within the Improvement Plan as discussed during the evaluation process.
 - 13.6.1.5** Any employee who is employed to substitute for a unit member who is expected to be on leave of absence for a minimum of 120 days will be given a limited

contract of not more than one year, which shall be known as a "replacement contract". All replacement contracts shall expire at the end of the school year for which they are issued and shall automatically be non-renewed at the end of the school year without the Board having to take any action otherwise required for the non-renewal of a limited contract. If the employee who was on a replacement contract is re-employed for the next successive school year, he/she shall not be considered to have a break in seniority.

13.6.2 Continuing contracts shall be granted as provided under law.

13.6.2.1 A bargaining unit member who, during a multi-year limited contract that is not in its final year, becomes eligible for continuing contract status shall be granted a continuing contract for the next school year if the Superintendent so recommends and the Board affirmatively approves such recommendation.

13.6.2.2 In order to be considered for a continuing contract, a bargaining unit member must initiate the process by submitting to the office of the Human Resources **Form N(a)** 'Continuing Contract Eligibility, Application/Recommendation Form' on or before November 1 of the school year in which the person is seeking consideration.

13.6.2.3 A unit member becoming qualified after April 30th and before August 31st of the school year in which the person is seeking consideration, and approved by the Superintendent, shall be granted a continuing contract retroactively to April 30th provided that the unit member notified the Board of Education (between April 30 and August 31) of such a situation and then submits affirming required documentation to the HR Office before October 1st of the next school year.

13.6.2.4 **Form N(a)** 'Continuing Contract Eligibility, Application/Recommendation Form' must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract. Unit members who were initially licensed after January 1, 2011, shall use **Form N(b)** "Continuing Contract Eligibility, Application/Recommendation Form" and must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract.

CHAPTER 14 REDUCTION IN FORCE (RIF)

14.1 Conditions

14.1.1 When, for any of the following reasons, the Board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction consistent with the statute and the provisions of this section. The reasons for reduction in force as set forth in O.R.C. 3319.17 are:

14.1.1.1 The return to duty of regular teachers after leaves of absence including suspension of schools;

14.1.1.2 Decreased enrollment of pupils in the district;

14.1.1.3 Territorial changes affecting the district; or

14.1.1.4 Financial reasons.

The Board may RIF a position that was instituted by "seed grant" funds. (Note: A "seed grant" is a grant that has a term of three (3) or fewer years that specifies the development of a new position, that is designed to test the feasibility of a new program or is experimental, and that requires special petition or application. The Superintendent and the Association

President shall agree that a position is a "seed grant" position prior to submission of the grant application.

14.2 Application

14.2.1 The Reduction in Force (RIF) Procedure shall apply to all bargaining unit members. Procedures shall apply, to the extent allowed by law, to unit members on leave in the same manner as if they were working.

14.3 Seniority

14.3.1 Seniority shall be defined as follows:

14.3.1.1 Seniority shall be defined as the length of continuous employment as computed from the first regular, paid work day with the Westerville Board of Education as a bargaining unit member.

14.3.1.2 A year of employment means actual service (including paid leave) of not less than one hundred twenty (120) days within a school year.

14.3.1.3 The following factors shall be used to break a tie in seniority rankings:

14.3.1.3.1 the date of the Board meeting at which the member was hired; and then by,

14.3.1.3.2 total teaching experience in the Westerville City School District; and then by,

14.3.1.3.3 total teaching experience as certified by the STRS; and finally by,

14.3.1.3.4 the use of random.org (or similar service) with the lowest number being most senior.

14.3.1.4 Seniority shall not be interrupted by authorized leaves of absences or while a unit member is on a Reduction in Force status, *i.e.*, holding a suspended contract because of a Reduction in Force.

14.3.1.5 Seniority lists shall be compiled at least thirty (30) calendar days prior to the date of the Board of Education meeting at which the Superintendent presents the names of unit members to be RIF'd. Such list(s) shall be compiled by listing unit members in accordance with the criteria set forth herein. Unit members who are eligible for continuing contract prior to April 30th of one school year shall be considered to have a continuing contract for the purposes of placement on the list(s) with the understanding that said status is subject to revision due to Board action on the future contract status of unit members currently on limited contracts.

14.3.1.6 A separate list shall be compiled for each area of certification/ licensure and a unit member having more than one certification/ licensure area will be placed on each appropriate list. The Association President shall receive a copy of the list(s) and all revisions thereof at the time such is prepared.

14.3.1.7 The WEA President shall be granted super seniority over all other bargaining unit members in the event of a RIF. At the end of his/her term of office, he/she shall return to the status he/she would have had but for the super seniority.

14.4 Criteria for Reduction

14.4.1 Reductions shall be accomplished by the Board suspending contracts based on the recommendation of the Superintendent. The recommendation within each area of certification/licensure affected shall be based on the following:

14.4.1.1 Unit members' final summative evaluation shall be used to determine the order of RIF. Any RIF shall be implemented in the following order:

- Unit members whose most recent final summative/holistic rating was Ineffective beginning with the least senior to the most senior unit member on a limited contract, and then least senior to most senior unit member on a continuing contract.
- Unit members whose most recent final summative/holistic rating was Developing beginning with the least senior to most senior unit member on a limited contract, and then least senior to most senior unit member on a continuing contract.
- Unit members whose most recent final summative/holistic rating was Skilled beginning with the least senior to most senior unit member on a limited contract, and then least senior to most senior unit member on a continuing contract.
- Unit members whose most recent final summative/holistic rating was Accomplished beginning with the least senior to most senior unit member on a limited contract, and then least senior to most senior unit member on a continuing contract.

14.4.2 Teachers who are rated Accomplished or Skilled and who, by virtue of their rating, are not evaluated in any given year, shall be deemed to be Accomplished or Skilled, consistent with their most recent rating for the years in which they are not evaluated. Experienced unit members new to the District shall have their ratings from their prior district used for placement in the RIF order.

14.4.3 A unit member identified to be reduced may displace another unit member if:

- He/she possess a valid license/certificate in another area;
- He/she has earned a comparable or higher evaluation rating; and
- He/she has more seniority than the unit member he/she is going to displace.

14.4.4 A reduction in force that is implemented in an area of licensure/certification in which the unit members are not evaluated using the standards-based teacher evaluation system shall be based on the unit members' performance evaluation giving preference to those unit members whose performance rating is higher. In the event two (2) or more unit members' performance rating is comparable, the least senior unit member shall be RIF'd first.

14.4.5 No preference shall be given to any unit member based on seniority except when deciding between unit members who have comparable evaluations.

14.4.6 No unit member will be RIF'd if there are unit member(s) on other seniority list(s) having less preference as set forth above.

14.5 Effective Date of the RIF

14.5.1 The effective date shall be determined by the Board of Education.

14.6 Notice

- 14.6.1** The Superintendent/Designee shall notify the WEA President of the specific reasons for, and the nature of, any anticipated staff reduction no less than twenty (20) calendar days prior to notification to unit members and the Board action on a reduction in force.
- 14.6.2** When reasons for invoking RIF for the following school year are known prior to April 30, unit members to be RIF'd shall be notified on or before April 30. When reasons for RIF become known after April 30, unit members to be RIF'd shall be notified at least thirty (30) calendar days prior to the date of the Board of Education Meeting at which the Superintendent presents the names of unit members to be RIF'd.

14.7 Limitations

- 14.7.1** No new hire shall be employed in a bargaining unit position until all qualified by license eligible, laid off unit members have been offered such position.
- 14.7.2** No transfer, reassignment, or involuntary reassignment shall be made during a period of RIF until all eligible, qualified unit members are offered recall.
- 14.7.3** No non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible unit member remains on RIF status.
- 14.7.4** Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a RIF'd unit member.

14.8 Rights

- 14.8.1** A unit member who has been notified that he/she will be included in a RIF will be granted the following rights:
 - 14.8.1.1** The right to apply and be placed on the appropriate priority list for tuition waivers from the effective date of the RIF through the following summer. Unit members who have supervised student teachers during the year will be eligible through the following school year.
 - 14.8.1.2** The right to be carried on payroll records and to remain in group insurance programs. The unit member shall be responsible for the full premium payment of all programs subscribed to at the first full premium due date following the effective date of his/her "unpaid" RIF status.
 - 14.8.1.3** Unit members on recall status shall have the right to access to the District's intranet system to stay current of all job postings.

14.9 Recall

- 14.9.1** A unit member whose teaching contract is suspended on the basis of a RIF shall maintain recall rights until he/she is fully reinstated, refuses a recall opportunity that would fully reinstate the unit member's contract, submits a resignation, or accepts employment as a teacher in another district. It shall be the responsibility of the unit member to keep the Board advised in writing of a mailing address at which he or she can be reached. If any employee on the recall list accepts a replacement contract as outlined in Section 13.6.1.5, he/she shall have the right to return to the same position on the recall list.
- 14.9.2** Unit members whose continuing contracts are suspended shall have the right of reinstatement to continuing service status in the reverse order of reduction as defined in **Section 14.4** above if and when teaching positions become vacant or are created for which any of such unit members are or become qualified.

- 14.9.3** If all unit members with suspended continuing contracts turn down a vacant position for which they are certified, or if positions are vacant after all unit members with continuing contracts are recalled, then positions will be offered to unit members with suspended limited contracts in areas in which they are certified in the reverse order of reduction as defined in **Section 14.4** above.
- 14.9.4** Notice of recall shall be given by return-receipt requested registered mail to the last address given by the unit member to the Board. If the Board receives notice that the unit member no longer resides at the address or the notice is not accepted or picked up within five (5) work days of the first attempt by the post office to deliver it, the unit member shall be removed from the recall list. The unit member must notify the Office of Human Resources that he/she accepts or refuses the offer of recall within three (3) work days after the date of receipt of notice of recall.
- 14.9.5** A unit member with multiple licenses/certificates who is recalled into an alternate instructional area for which he/she is licensed/certificated, but has not taught in the area of licensure/ certification in Westerville City Schools for at least 120 days within the three (3) years prior to the RIF, or has not taken six (6) semester hours in related coursework in that area of licensure /certification within the past three (3) years, must complete eighteen (18) units of District-approved continuing education in related course work or six (6) semester hours of District-approved graduate study in related course work within one (1) year of accepting a position. In the alternative, rather than course work/CEU's, the District will assign the unit member a subject area mentor that will meet with and provide professional development at mutually agreeable times either prior to or during the school year for a minimum of twenty (20) hours. Measures will be taken to ensure that unit members falling into this category will be given priority in the utilization of fee waivers as outlined in the current collective bargaining agreement.

14.10 Transfer of a Building to Another District

- 14.10.1** When the Board of Education becomes aware that school district territory that includes a staffed building is to be transferred to another school district, the Superintendent shall make all transfers necessary to re-staff such building(s) first with unit members who have agreed to voluntary transfers and then with unit members having the least seniority through involuntary transfers. Such transfers shall be accomplished prior to the date the building is transferred.

**CHAPTER 15
RETIREMENT BENEFITS**

15.1 General

- 15.1.1** Severance pay shall be a one-time, lump-sum payment to eligible unit members according to the following provisions.

15.2 Eligibility

- 15.2.1** A unit member's eligibility for severance pay shall be determined as of the final date of employment. The criteria are as follows:
 - 15.2.1.1** The unit member retires from the Westerville City School System.
 - 15.2.1.2** Retirement shall be defined as disability or service retirement as specified in the Ohio Revised Code (State Teachers Retirement System).
 - 15.2.1.3** The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board. The unit member must, within 120

days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.

- 15.2.1.4 The only exception to this requirement is for a unit member who has twenty (20) years of service credit with the Westerville School Board. Said unit member shall be eligible to receive severance pay after receiving his/her first benefit check from STRS, provided the unit member has not worked for another school district since his/her last day of employment with the Westerville Board of Education and provided said check is received no later than five (5) years since the unit member's last day of employment with the Westerville Board of Education.
- 15.2.1.5 The estate of a unit member having at least 15 years of Westerville service credit will be paid earned severance pay **Section 15.3** as a death benefit in addition to any life insurance provided under this agreement.
- 15.2.1.6 The unit member must have not less than ten (10) years of service with the Westerville District, the state, or its political subdivisions.
- 15.2.1.7 The unit member must sign a form provided by the Board certifying that all of the above eligibility criteria have been met before severance will be paid.

15.3 Benefit Calculation

15.3.1 The severance pay benefit shall be calculated according to the following:

15.3.1.1 For existing unit members

$\frac{72 \text{ days} \times \text{highest year Westerville salary}}{\text{Number of days in contract}}$ (excluding supplemental salary)

or

$\frac{\text{Days of accumulated sick leave} \times \text{highest year Westerville salary}}{\text{Number of days in contract}}$ (excluding supplemental salary)

whichever calculation shall produce the lesser amount.

- 15.3.2 Unit members who upon retirement have exceeded the maximum number of sick leave days that can be accumulated under **Chapter 16** shall receive one additional one/tenth (0.1) severance days' pay for every one (1) day above the maximum sick leave accumulation (255 days per **Section 16.2.1**).
- 15.3.3 Should a unit member not have a minimum of 72 days remaining in his/her accumulated sick leave at time of retirement, he/she shall be granted the number of days remaining in said account.
- 15.3.4 Severance pay will also include payment for all remaining In-Service/PDI hours as outlined in **Section 9.5.3** that a unit member has earned that have not been converted to an in-service increment as outlined in **Section 9.2.1**.
- 15.3.5 Payment will be calculated by multiplying the number of aforementioned in-service/PDI hours X .0067 X .0129 X BA-O salary.
- 15.3.6 Severance pay will also include payment for all remaining PDI hours, the total being less than 150, as outlined in **Section 9.5.5**. Payment will be calculated by multiplying the aforementioned number of PDI hours X .0067 X .0129 X BA-0 salary.

15.4 Accumulated Leave Plan

All members who turn fifty-five (55) years old or older in the calendar year in which they retire shall become Participants in the Accumulated Leave Plan for Westerville City Schools Employees. Employees fifty-four (54) years old or younger in the calendar year in which they retire are not eligible to participate in the Accumulated Leave Plan. The vendor used by the Treasurer's office for this retirement plan shall not charge a fee for the transmittal.

15.4.1 If a retiring member is a Participant in the Accumulated Leave Plan, and if all other requirements for the receipt of severance have been met, the employer contribution shall be made within seventy five (75) days of the Participant's last pay date in the final contract year, in a lump sum to the Participant's account(s) in the retirement plans under the Accumulated Leave Plan in an amount equal to the lesser of:

15.4.1.1 The total amount of the Participant's Severance Pay, or

15.4.1.2 The maximum contribution amount allowable under the terms of the Accumulated Leave Plan.

15.4.2 To the extent that an Accumulated Leave Plan Participant's Severance Pay exceeds the maximum contribution amount allowable under a 403(b) plan for a calendar year, the excess amount shall be payable to the Accumulated Leave Plan in January of each of the following calendar years, up to the 403(b) maximum, not to exceed five (5) years.

15.4.3 If a member is entitled to have a contribution paid to an Accumulated Leave Plan and passes away prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased employee.

15.4.4 It is intended that all contributions made under the Accumulated Leave Plan are non-elective employer contributions. At no time will an Accumulated Leave Plan Participant have a choice to receive a cash payment or any other form of payment in lieu of the non-elective employer contributions. It is intended that the Accumulated Leave Plan will be administered in compliance with all provisions on the Internal Revenue Code and its regulations. Westerville City Schools reserves the right to amend this Accumulated Leave Plan and/or any retirement plan subject to applicable collective bargaining agreements and Board policies.

15.4.5 Neither the Board nor the Association guarantees any tax or investment results associated with the Accumulated Leave Plan.

15.5 Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the unit member.

15.6 Unit members may elect to maintain District insurance through August 31 if a written notice of intent to retire (following completion of continued employment up to the last contract day of the same contract school year) is submitted to the Board office by March 15. The written notice of intent to retire must include a statement indicating whether the unit member wishes to continue their District insurance through August 31. If not, the District insurance will be terminated on May 31.

CHAPTER 16 PAID LEAVES

- 16.1** All leaves under this Chapter shall be with full pay and fringe benefits except as noted herein. Time spent while on any leave provision in this Chapter shall count for seniority purposes as defined in **Chapter 14** and for salary schedule placement. Every reasonable effort shall be made to obtain a substitute for non-classroom unit members who are on leave and have submitted **Form V** (Notice of Extended Leave). Should there be no substitute available to cover for the absent unit member, then the Superintendent/designee and the WEA President shall immediately meet to work out a mutually agreeable alternative.
- 16.2** Sick Leave
- 16.2.1** All bargaining unit members shall accumulate sick leave credit at the rate of one and one-quarter (1^{1/4}) days per month. Maximum accumulation shall be 255 days for purposes of sick leave. Accumulation shall be unlimited for purposes of severance pay under **Chapter 15**. Sick leave credit may be retained, but not accumulated during a leave of absence for military service.
- 16.2.2** Each new unit member or any unit member who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year, or if necessary, the following contractual year.
- 16.2.3** If a unit member ends Board employment using advanced sick leave and not earning same, he/she shall have the *per diem* amount deducted for said unearned sick leave from the last paycheck issued by the Board.
- 16.2.4** In the event of catastrophic, prolonged, or chronic illness, a unit member who has exhausted his/her Sick Leave pursuant to **Sections 16.2.1** and **16.2.2** may request, through the Association, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. Guidelines for administering this provision will be mutually developed by the Association President and Superintendent.
- 16.2.5** Along with each payroll check, each unit member will be issued a statement of his/her accumulated sick leave from the Treasurer. If it is technically feasible and does not require Board expense, all sick leave accrued for severance benefit will be listed on the pay receipt.
- 16.2.6** Sick leave may be used for any absence of the unit member due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees or to school children and for any absence due to illness, or death in the unit member's immediate family. Sick leave for pregnancy/adoption may be used as provided below before and/or after the birth or adoption of a child, but not to exceed a total of twelve (12) weeks.
- 16.2.6.1** During the contractual school year, sick leave may be used for a total of 60 consecutive work days before and/or after the anticipated due date of the birth or adoption of a child. Use of sick leave provided for in this section precludes use of leave under **Section 16.2.6.2**.
- 16.2.6.2** A unit member, who adopts or has the birth of child after the last work day of the contractual school year and during the instructional break (i.e. summer) shall have the option to use accumulated and unused sick leave for twelve (12) consecutive calendar weeks (from the time of the birth and/ or adoption) or to the end of the 1st instructional quarter, whichever is greater.

- 16.2.7** For the purposes of this Chapter, the immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandchild, grandmother, grandfather, uncle, aunt, niece, nephew, legal guardian, foster parent, stepparent, foster child, stepchild, stepbrother; stepsister; in-laws bearing any of these relationships, and any person living in the unit member's household.
- 16.2.8** Absence for a portion of a day up to one-half ($1/2$) day shall deduct one-half ($1/2$) day of sick leave. Absence for a portion of a day beyond one-half ($1/2$) day shall deduct a full day of sick leave.
- 16.2.9** The unit member shall enter into the online absence tracking system the justification for the use of sick leave, not later than the second work day after the unit member returns to work from sick leave. As part of the process under **Section 16.2.12**, if medical attention was required, the unit member may be asked to provide the name and address of the attending physician and the dates when he/she was consulted.
- 16.2.10** No sick leave shall be granted or credited to a unit member after the effective date of his/her retirement or termination of employment.
- 16.2.11** When a unit member becomes aware of the need to use sick leave, he/she shall enter the need into the online absence tracking system so that arrangements can be made for a qualified substitute. The following information shall be entered: unit member name, assigned building(s), employee I.D. number, day(s) or partial days of absence, and tentative reason for absence.
- 16.2.11.1** If the unit member is aware at the time of notifying the online absence tracking system that his/her absence will be for multiple contract days, he/she shall indicate the number of days to the automated substitute system rather than reporting each day of the absence. If the unit member later finds that additional days are needed or that he/she can return sooner than originally expected, the online absence tracking system shall again be notified.
- 16.2.12** If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the Association President of the potential sick leave misuse. Where the Superintendent and Association President agree that it is probable that a bargaining unit member has used sick leave for reasons other than those provided in **Chapter 16** of the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The unit member shall have the right to representation at this meeting(s) and will be provided with a statement of the allegations to which he/she may respond at the meeting(s). If the District substantiates sick leave abuse, the unit member may be disciplined up to and including termination or loss of wages for days misused. Discipline for substantiated misuse will be part of a unit member's personnel file.

16.3 Personal Leave

- 16.3.1** Each bargaining unit member shall be granted three (3) days unrestricted personal leave per year, if requested. Unused personal leave shall not accumulate from year to year. However, each year, as of June 30, unused personal leave shall be added to accumulated sick leave pursuant to **Section 16.2.1**.
- 16.3.2** When a unit member becomes aware of a need to use personal leave, he/she shall notify his/her building principal or the principal's designee so that arrangements can be made for a qualified substitute.
- 16.3.3** If personal leave is being taken on the day preceding or the day following a holiday, vacation period or during the first five (5) or last five (5) days of the unit members' contract year, or any Friday in the month of May the unit member must electronically submit the current personal leave form along with reasons for the request which are acceptable to the

Superintendent prior to the requested leave day. If prior request for personal leave on any Friday in the month of May is not submitted on **Form I** the unit member will be deducted personal leave at a rate of one point five (1.5) day per one (1) day of personal leave usage. If **Form I** is submitted and approved the unit member will be deducted one-half (1/2) or full day ratios.

- 16.3.4 If personal leave is being taken on the day preceding or the day following a holiday, vacation period or during the first five (5) or last five (5) days of the unit member's contract year, or any Friday in the month of May, the unit member may be required to submit evidence to the Superintendent to justify the use of personal leave.
- 16.3.5 The Superintendent may grant personal leave for more than three (3) days if approval is requested in advance. The unit member requests such prior approval by completing and electronically entering the personal leave request.
- 16.3.6 Personal leave may be used in one-half (1/2) day increments. Absence for a portion of a day beyond one-half (1/2) shall be deducted as a full day of personal leave.
- 16.3.7 The unit member shall complete and electronically enter the personal leave request no later than the second work day after the unit member returns to work from personal leave.
- 16.3.8 The number of days used and remaining in the Personal Leave category shall be listed on unit members' pay stubs based on Contract Year.

16.4 Religious Leave

- 16.4.1 A unit member may be absent, with pay, on a Religious Holiday not included in the school calendar. The holiday must be observed by a *bona fide* religion or religious body which has historically observed the Religious Holiday.
- 16.4.2 Requests for such absence shall be made in writing, on negotiated **Form J**, to the Superintendent at least ten (10) school days prior to the holiday. Where the holiday occurs less than 10 school days after the beginning of the school year, the request shall be submitted on or before the end of the second working day of the school year. Where a request is denied, the unit member may request reconsideration by the Superintendent or his/her designee. Such absences shall not exceed three (3) days during the school year.

16.5 Professional Leave

- 16.5.1 Upon the written approval of the Superintendent, a unit member may be released from contractual duties with pay to attend meetings, conferences, visitations, or related activities that can benefit the unit member's professional abilities and/or benefit the District. Request for such leave shall be made in advance and submitted on **Form J** to the Superintendent through the appropriate building principal. The unit member shall indicate on the request form those expenses for which he/she wishes to be reimbursed. The Superintendent shall have the authority to decide which expenses, if any, will be reimbursed. Approved expenses shall be indicated on the request form by the Superintendent.
- 16.5.2 The Superintendent will assign a substitute teacher to cover the classes of unit members who have received approval for professional leave.
- 16.5.3 Other requests for paid leave shall be judged on the merits of the request. The Superintendent may approve such professional leave without pay.
- 16.5.4 If professional leave is denied, the unit member shall be given a written reason for the denial if requested by the unit member.

16.6 Assault Leave

- 16.6.1** A unit member who must be absent due to physical injury or illness as a result of an assault by any person which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be granted assault leave, providing all the standards in **Section 16.6.2** below are met. Full-pay status (days not charged to sick leave) under Assault Leave shall be granted up to a maximum of twenty (20) days of said disability. At the end of the twenty (20) days, the unit member may at his/her option use sick leave or receive Worker's Compensation (if eligible) for the period of the physical disability.
- 16.6.2** A unit member requesting assault leave will complete and submit to the Superintendent **Form H**, which shall include the following:
- 16.6.2.1** Date and time of occurrence.
 - 16.6.2.2** Identification of the individual(s) causing the assault (if known).
 - 16.6.2.3** Facts and circumstances surrounding the assault.
 - 16.6.2.4** A certificate from a licensed physician describing the nature of the injury sustained causing absence, if such absence was for more than one (1) day.
 - 16.6.2.5** A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
 - 16.6.2.6** Signature of the assaulted unit member.
- 16.6.3** If sick leave becomes exhausted beyond the five (5) day advance as set forth in **Section 16.2.3** the unit member may apply for further sick leave. Whether such additional leave is granted shall be determined solely by the Superintendent.
- 16.6.4** A disability resulting from assault shall terminate when the unit member can return to the assignment held prior to the disability or the unit member becomes eligible and takes disability retirement provided under the provisions of the retirement program.
- 16.6.5** A unit member disabled as a result of assault and who has been granted a leave pursuant to **Section 17.3** will be returned to the same position held at the time of the incident whenever possible. A unit member disabled as a result of assault and who has used assault leave or a combination of assault leave and sick leave will be returned to the same position held at the time of the incident if the total number of paid-status leave days does not exceed sixty (60) days. If the total number of paid-status leave days exceeds sixty (60) days, the unit member will be returned to the same position held at the time of the incident whenever possible, as determined by the Superintendent. If the unit member desires another position, such selection shall be in accordance with **Chapter 22**.
- 16.6.6** In cases where the unit member is unable to work for an extended period of time beyond the period covered by the assault and sick leave, it will be the Board's and Administration's prerogative to require initial and continuing medical substantiation for the absence. The Board will pay the full cost of all required medical examinations.

16.7 Jury Duty and Compulsory Court Appearance

- 16.7.1** A unit member, upon written request to the Superintendent, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The unit member shall be granted his/her normal pay during the jury service. Leave **Form J** should be submitted to the Superintendent when the unit member becomes aware of the need to use Jury Duty Leave.

16.7.2 A unit member who is subpoenaed to appear as a witness in a court of law shall be granted paid leave of absence for the number of days or partial days needed to give testimony in a school business/activity as long as the employee is not engaged in pursuing a lawsuit against the District. The request shall be submitted to the unit member's building principal, who shall forward it to the Superintendent.

16.7.3 A unit member, who provides evidence of a subpoena to appear as a witness in a court of law, shall be granted one day or partial days to give testimony in a non-school related case.

16.8 Military Leave

16.8.1 A unit member who is a member of a reserve component of the armed forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year. Leave **Form J** shall be submitted to the Superintendent after the unit member becomes aware of the need to use military leave. In taking such leave, unit members shall exercise leave date options during the months of June, July and August prior to taking leave during the school year.

16.8.2 A unit member shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the armed services of the United States. A unit member shall be re-employed following such leave if application is made in writing within ninety (90) days of discharge from active duty. Re-employment shall be under the same type of contract as was formerly held, and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the first of the next semester.

16.8.3 Years of service in the armed forces up to a maximum of five (5) years shall be counted for purposes of placement on the salary schedule.

16.8.4 Unit members are advised that FMLA contains provisions relating to leave for individuals who are in the military or who have family members in the military. For more information, contact the Human Resources Office for details.

16.9 Sabbatical Leave

16.9.1 A unit member may apply to the Board, through the Superintendent, for a leave of absence with part pay for professional improvement. The following conditions apply to the granting of sabbatical leave:

16.9.2 Only one such leave may be granted for each five (5) years of service in the District. Five (5) continuous years of service are required immediately prior to the first application or subsequent to the last sabbatical.

16.9.3 No more than ten (10) unit members may be granted sabbatical leave simultaneously unless authorized by the Superintendent.

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

16.9.5 Sabbatical leave may be for one (1) school year unless a semester is recommended to the Local Professional Development Committee (LPDC) and mutually agreed to by the Superintendent and the WEA President.

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

- 16.9.7 To be eligible for partial payment of salary, the unit member must return to the employment of the Board for at least one (1) year. After the unit member's return to duty, he/she shall receive the approved partial payment of salary at the end of the next full pay cycle.
- 16.9.8 The partial salary shall be the difference between the unit member's annual salary (including In-service Increments, but excluding supplemental salary) as of the first day of the leave and the BA-0 salary in effect on the first day of the leave.
- 16.9.9 An earlier termination of this leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.
- 16.9.10 A unit member returning from sabbatical leave will be assigned to a position in keeping with his/her areas of certification and, if possible, reassigned to the same position he/she held prior to taking such leave. Nothing herein shall deny the right of any unit member to seek a transfer in accordance with **Chapter 22**.

CHAPTER 17 UNPAID LEAVES

17.1 General Provisions

- 17.1.1 The following conditions shall apply to any leave which is taken under this Chapter except **Sections 17.4 and 17.5**.
- 17.1.2 A unit member will become responsible for the full premium payment of all insurance programs in force that he/she elects to keep at the first full premium due date after twenty (20) consecutive workdays during an unpaid leave of absence unless the member is on FMLA.
- 17.1.3 Time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence or earned annual increments, including a year of service credit for STRS and/or salary placement. A unit member must be paid a minimum of one-hundred twenty (120) days within one fiscal year, from July 1 to June 30, in order to meet the aforementioned service requirements.
- 17.1.4 An earlier termination of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools except as provided in **Section 17.3.2** below.
- 17.1.5 Unit members on an unpaid leave of absence taken under **Sections 17.2 or 17.6** must give the Superintendent written notice of their intent to return or to resign by March 15th. The Superintendent may waive the above deadline for a unit member if the Superintendent has received by March 1st of such year a written request from the unit member stating the reasons for an extension of the March 15th deadline.
- 17.1.6 Upon return to duty, the unit member shall be entitled to a position for which he/she is certified/licensed to hold. Additionally, the unit member shall resume the contract status he/she held prior to the leave of absence unless the unit member has been granted a continuing contract while on leave in accordance with applicable law. In addition, the Board may offer a change in the contract from full-time to part-time, part-time to full-time, or part-time to another part-time contract. If the unit member agrees to a change, the contract may be so altered. The Board is under no obligation to offer such a change.
- 17.1.7 For the purposes of this Chapter, the immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandchild, grandmother, grandfather, uncle, aunt, niece, nephew, legal guardian, foster parent, stepparent, foster child, stepchild,

stepbrother; stepsister; in-laws bearing any of these relationships and any person living in the unit member's household.

17.2 Child Care Leave

17.2.1 The following provisions shall apply to unpaid child care leave:

17.2.2 In connection with the birth or adoption of his/her child, a unit member may apply for and shall be granted an unpaid leave of absence for up to two (2) years. Employees must apply for such leave one (1) year at a time.

17.2.3 The effective date of such leave shall be established by one of the following conditions at the option of the unit member:

17.2.3.1 The day following birth or adoption.

17.2.3.2 The date immediately following the necessary use of sick leave and/or post recovery period. In this option the unit member would be responsible for notifying the Office of Human Resources when to terminate sick leave or medical leave.

17.2.3.3 A date selected by the unit member not more than thirty (30) calendar days before or after the expected delivery or adoption date. If this date is during the first month of the school year, the unit member shall request the leave as soon as possible.

17.2.4 Leave Application and Extension:

17.2.4.1 The application shall be made not later than thirty (30) days prior to the effective date of the leave as set forth in **Section 17.2.3** above. The leave date may be altered or the leave may be canceled by the unit member no later than ten (10) days prior to the last effective date requested.

17.2.4.2 If the unit member requests an extension, such request must be submitted sixty (60) days prior to the expiration date of the leave. Extensions shall be at the option of the Superintendent.

17.2.5 An early termination of this leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.

17.2.6 If a mother and father are both employed by the District, either unit member may apply for leave. Leave will not be granted to both.

17.3 Medical Leave

17.3.1 When a unit member applies for an unpaid leave for purposes of illness or disability, it shall be granted for a period not to exceed two (2) years. Upon subsequent request, the leave may be extended by the Board. Application for said leave shall be submitted as soon as possible to the Superintendent on **Form J** with a statement by a physician stating the reason for such leave.

17.3.2 The Board shall allow a unit member to return to duty prior to the official expiration date of the medical leave if requested by the unit member and approved in a statement from a physician.

17.3.3 The unit member shall notify the Superintendent of his/her intention to return to service thirty (30) days prior to the expiration of medical leave. Exceptions to this requirement may be waived by the Superintendent.

17.4 Short Term Leave

17.4.1 Short term leave for five (5) days or less may be granted by the Board without pay. Requests for said leave shall be submitted on **Form J** to the Superintendent at least five (5) days in advance of the requested starting date of the leave. The request form shall include a statement from the unit member's building principal stating that a qualified substitute and adequate lesson plans have been secured for the period of the leave. Such leave will not normally be granted the first or last week of school or the day preceding or following a holiday or vacation period. All personal leave balances must be exhausted prior to requesting/being approved for short term unpaid leave.

17.5 Job Sharing

17.5.1 Upon mutual request of two unit members who are qualified for a single position, the Superintendent may grant each a Job Sharing Unpaid Leave such that the total active status of the "job sharers" is equal to one full-time equivalent. Guidelines for administering this provision will be mutually developed by the Association President and Superintendent.

17.5.2 Prior to signing any job sharing agreement, unit member participants in the plan will consult with the President of the WEA regarding the impact of decimal reductions on their future contract status.

17.6 Other Unpaid Leaves

17.6.1 A unit member may, with the Superintendent's approval, be granted an unpaid leave of absence. Written application shall be made to the Superintendent stating the purpose of the leave, the period of time involved, and a signed statement regarding the need for or desirability of said leave.

17.6.2 The following conditions shall apply to any leave granted under this section:

17.6.2.1 Such leave is normally to be granted in one semester blocks.

17.6.2.2 A maximum of two (2) years may be requested and granted.

17.6.2.3 The request must be submitted at least thirty (30) days prior to the date of leave. Said request shall be submitted on **Form J**.

17.6.2.4 Any use of leave of absence for a purpose other than that stated in the approved application may be grounds for termination of the unit member's contract.

17.6.2.5 Application for reinstatement from leave must be made in writing to the Superintendent. Normally, an unpaid leave will begin and end at the start of a semester. Unit members returning at other times, due to the reason for the leave, shall be assigned to duty as soon as possible. Upon return to service, the unit member shall resume the contract status he/she held prior to the leave of absence.

17.7 Family and Medical Leave Act

17.7.1 The Board and the Association, on its own behalf and on behalf of the unit members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. The Board may designate any paid sick leave or unpaid leave of absence provided in this agreement as FMLA Leave of absence and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.

- 17.7.2 The FMLA permits qualified employees to receive up to 12 weeks of unpaid leave per year for personal or family medical reasons. An eligible unit member is one who, on the date on which any FMLA leave is to commence, has been employed for at least 1,250 hours of service with the Board during the previous twelve-month period. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.
- 17.7.3 Unit members are advised that FMLA contains provisions relating to leave for individuals who are in the military or who have family members in the military.
- 17.7.4 Contact the Human Resource Department for details for FMLA leave of absence.

17.8 SICK LEAVE / FMLA Leave Clarification

- 17.8.1 Days that unit members are not required to report for duty (e.g. Spring Break, Christmas/New Year's Break, etc.) shall not count against the employee's sick leave or FMLA leave entitlement.
- 17.8.2 The period during the summer when a unit member is not required to report for duty will not be counted against the unit member's sick leave or FMLA entitlement. A unit member who is on sick leave or FMLA leave at the end of the school year shall be provided with any benefits over the summer months that employees would normally receive if they had been working at the end of the school year. This is subject to the provisions of Chapter 16 where and if applicable.
- 17.8.3 For purposes for application of the FMLA, FMLA leave taken for a period that begins during the last days of the school year and continues the next semester after summer break is leave taken consecutively rather than intermittently.
- 17.8.4 Unit member on unpaid leave (excluding FMLA leave and short term leave) will be restored to full benefits when the unit member has resumed duty, per Chapter 17.
- 17.8.5 The twelve (12) weeks of FMLA leave during a twelve (12) month period shall be interpreted to be the same as sixty (60) work days during a twelve (12) month period.
- 17.8.6 Unit members shall receive written notification at the start of FMLA leave as to when her/his sixty (60) work days are projected to end.

**CHAPTER 18
INSURANCE**

- 18.1 A unit member shall have the opportunity for all insurance programs to be effective on his/her first contract day. Such unit member will be responsible for payment of any "employee" share of premium(s) not collected or collectable by normal payroll deductions. Such initial coverage is subject to availability from insurance carriers.

18.1.1 Change of Status

Bargaining unit members who experience a qualifying event per the Certificate of Coverage (the certificate of coverage which includes qualifying events will be posted on the intranet) must notify the Treasurer's Office within thirty (31) days after the change occurs.

18.1.2 Dependent eligibility audit

When the BOE Treasurer becomes aware that a unit member may have an ineligible dependent(s) that must be removed from coverage the BOE Treasurer will inform the unit member and WEA President. A meeting with the BOE Treasurer, if requested by the unit member and/or the WEA President/designee, will occur within ten (10) work days of the

notification to the WEA President/designee, and prior to any action to remove the alleged ineligible dependent(s).

- 18.2** Copies of insurance contracts, pamphlets, information about insurance programs and procedures for changing insurance programs because of marriage, divorce, death of spouse, or change of employment status of spouse will be available at the Treasurer's office.
- 18.2.1** Details and forms will be available in the Treasurer's Office each school year. The insurance programs include but are not limited to Hospital, Surgical, Major Medical, Dental, Life, Health and Accident, Vision, and Income Protection policies.
- 18.3** The "Insurance Trust Committee" for the Medical Program shall consist of no more than eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), Treasurer's Office (1), AAS (1) and District Administration (1). The WEA President shall appoint its two (2) members of the Committee. The Insurance Trust Committee's charges include, but are not limited to, employee incentive plans, long-range employee health maintenance, HMO coverage, potential plan modifications, meeting with representatives of the carriers and/or insurance consultant to review the previous years' claims experience, and explore/examine options in cost containment and rate adjustments to reduce the total premium increase. Copies of the regular monthly reports and any special reports submitted by the carriers shall be furnished to all members of the Insurance Committee.
- 18.3.1** The Insurance Trust Committee shall establish a Health Care Management (HMC) Sub-Committee to investigate and make recommendations before the next medical health insurance renewal date on a Health Care Management program for Westerville employees. The make-up of the Health Care Management (HMC) Sub-Committee shall consist of eight (8) members with representatives appointed by and from the following: Westerville EA (2), Westerville ESSA (1), OAPSE 138 (1), OAPSE 719 (1), AAS (1), Treasurer's Office (1), and District Administration (1). The (HMC) Committee shall establish its own guidelines of operation and meeting schedule.
- 18.4** Life Insurance
- 18.4.1** The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each unit member in the amount of \$50,000. Such insurance shall include provisions for an equal amount of accidental death and dismemberment coverage.
- 18.4.2** The Board shall allow individual unit members to purchase additional amounts of coverage through payroll deduction, provided the number of unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- 18.5** Medical Program – The Board's interest to reduce the annual growth and cost of insurance. Options include:
- 18.5.1** The Board shall pay eighty (80) percent of the actual family medical insurance premium and ninety-five (95) percent of the actual single insurance premium for all full-time unit members who elect such coverage. Effective January 1, 2022, the Board shall pay eighty percent (80%) of the actual family medical insurance premium and ninety percent (90%) of the actual single insurance premium for all full-time unit members who elect such coverage.
- 18.5.2** For unit members who are less than full-time who elect these coverages, the Board shall pro-rate the benefit provided in **Section 18.5.1**. Such prorating shall be determined by the part-time decimal found on the respective unit member's individual contract.
- 18.5.3** The health insurance plan shall be a High Deductible Healthcare Plan (HDHP) [the benefits are summarized in **APPENDIX 1- WESTERVILLE CITY SCHOOLS - Benefit Summary**] and Health Saving Account (HSA) [the benefits are summarized below].

High Deductible Healthcare Plan /Health Savings Account

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

HDHP 1 (Plan A):

| | | |
|------------------------|---------|-------------|
| Deductible: | Network | Non-Network |
| Single | \$1,500 | \$3,000 |
| Family | \$3,000 | \$6,000 |
| Out-of-Pocket Maximum: | | |
| Single | \$1,500 | \$6,000 |
| Family | \$3,000 | \$12,000 |

HDHP 2 (Plan B):

| | | |
|------------------------|---------|-------------|
| Deductible: | Network | Non-Network |
| Single | \$2,650 | \$5,300 |
| Family | \$5,300 | \$10,600 |
| Out-of-Pocket Maximum: | | |
| Single | \$5,300 | \$10,600 |
| Family | \$8,550 | \$21,200 |

Deductibles for the HDHP will be no less than the IRS minimum. Eligible health care expenses including prescription drugs apply toward the deductibles and the Out-of-Pocket Maximum. Preventive Care shall be pursuant to the terms of the Insurance Certificate. [The benefits are summarized in **APPENDIX 2 – Preventative Care Services**].

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

18.6 Dental

18.6.1 The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance protection for each unit member and his/her family.

18.6.2 Such coverage shall meet or exceed the specifications below.

| | |
|---|---|
| Maximum Benefits Per Covered Person..... | \$2,000 Per Year |
| Deductible-Individual..... | \$25 Per Year |
| Deductible-Family | \$50 Per Year |
| Orthodontic Services per covered person | \$1,000 Lifetime (Not subject to annual deductible) |

Co-Insurance Amounts

| | |
|--|---------------------|
| Diagnostic and Preventative Services | 100% of UCR Charges |
| Routine Dental Services | 80% of UCR Charges |
| Major Dental Services | 50% of UCR Charges |
| Orthodontic Services..... | 60% of UCR Charges |

18.7 Vision Care

18.7.1 The Board shall purchase through a carrier licensed by the State of Ohio, vision care insurance coverage. For unit members who elect such insurance, the Board will pay up to a maximum of \$8.00 per month for family coverage and up to \$3.00 per month for single coverage.

18.7.2 Effective January 1, 2007 the coverage shall meet or exceed the specifications below.

| | |
|----------------------------|---|
| Examination | Once in any 12-month period |
| Lenses (if required) | Once in any 12-month period |
| Frames (if required)..... | Once in any 12-month period |
| Benefits | \$50 Wholesale frames |
| | \$130 Retail equivalent |
| | \$130 Elective Contact Lens |
| Maximum benefit..... | Payment in full (if a panel doctor is used) |
| | Payment per schedule (if a non-panel doctor is used.) |
| Deductible | None on frames |
| | \$10.00 on Exam |

18.8 Employee Assistance Program

18.8.1 The Board of Education will provide an Employee Assistance Program (EAP).

18.8.2 Unit member participation in EAP is voluntary.

18.8.3 All information derived from a unit member's (or his/her immediate family) involvement with EAP shall be confidential No information shall be released under any circumstances without prior written authorization of the unit member. Such information shall not be placed in a unit member's personnel file nor affect job security, assignment, transfer, or eligibility for promotional opportunities.

**CHAPTER 19
SALARY AND PROCEDURES**

19.1 Salary Index.

Effective August 1, 2021

| Years of Service | B | 150 | M | M + 15 | M + 30 |
|-------------------------|----------|------------|----------|---------------|---------------|
| | 4.25%* | 4.25%* | 4.75%* | 2.375%* | 2.375%* |
| 0 | 1.0000 | 1.0425 | 1.0920 | 1.11795 | 1.1439 |
| 1 | 1.0425 | 1.0868 | 1.1439 | 1.17105 | 1.1982 |
| 2 | 1.0868 | 1.1330 | 1.1982 | 1.22665 | 1.2551 |
| 3 | 1.1330 | 1.1811 | 1.2551 | 1.28495 | 1.3148 |
| 4 | 1.1811 | 1.2313 | 1.3148 | 1.346 | 1.3772 |
| 5 | 1.2313 | 1.2837 | 1.3772 | 1.4099 | 1.4426 |
| 6 | 1.2837 | 1.3382 | 1.4426 | 1.4769 | 1.5112 |
| 7 | 1.3382 | 1.3951 | 1.5112 | 1.54705 | 1.5829 |

| | | | | | |
|----|--------|--------|--------|---------|--------|
| 8 | 1.3951 | 1.4544 | 1.5829 | 1.6205 | 1.6581 |
| 9 | 1.4544 | 1.5162 | 1.6581 | 1.6975 | 1.7369 |
| 10 | 1.5162 | 1.5807 | 1.7369 | 1.77815 | 1.8194 |
| 11 | 1.5807 | 1.6478 | 1.8194 | 1.8626 | 1.9058 |
| 12 | | | 1.9058 | 1.95105 | 1.9963 |
| 15 | 1.6478 | 1.7179 | 1.9963 | 2.04375 | 2.0912 |
| 18 | 1.7179 | 1.7909 | 2.0912 | 2.1408 | 2.1904 |
| 21 | 1.7909 | 1.8670 | 2.1904 | 2.24245 | 2.2945 |
| 26 | 1.8670 | 1.9463 | 2.2944 | 2.34897 | 2.4035 |

* Percent (%) change within columns.

Effective August 1, 2023

| Years of Service | B | 150 | M | M + 15 | M + 30 | M + 45 |
|-------------------------|----------|------------|----------|---------------|---------------|---------------|
| | 4.25%* | 4.25%* | 4.75%* | 2.375%* | 2.375%* | 2.375% |
| 0 | 1.0000 | 1.0425 | 1.0920 | 1.11795 | 1.1439 | 1.1711 |
| 1 | 1.0425 | 1.0868 | 1.1439 | 1.17105 | 1.1982 | 1.2267 |
| 2 | 1.0868 | 1.1330 | 1.1982 | 1.22665 | 1.2551 | 1.2849 |
| 3 | 1.1330 | 1.1811 | 1.2551 | 1.28495 | 1.3148 | 1.3460 |
| 4 | 1.1811 | 1.2313 | 1.3148 | 1.346 | 1.3772 | 1.4099 |
| 5 | 1.2313 | 1.2837 | 1.3772 | 1.4099 | 1.4426 | 1.4769 |
| 6 | 1.2837 | 1.3382 | 1.4426 | 1.4769 | 1.5112 | 1.5471 |
| 7 | 1.3382 | 1.3951 | 1.5112 | 1.54705 | 1.5829 | 1.6205 |
| 8 | 1.3951 | 1.4544 | 1.5829 | 1.6205 | 1.6581 | 1.6975 |
| 9 | 1.4544 | 1.5162 | 1.6581 | 1.6975 | 1.7369 | 1.7782 |
| 10 | 1.5162 | 1.5807 | 1.7369 | 1.77815 | 1.8194 | 1.8626 |
| 11 | 1.5807 | 1.6478 | 1.8194 | 1.8626 | 1.9058 | 1.9511 |
| 12 | | | 1.9058 | 1.95105 | 1.9963 | 2.0437 |
| 15 | 1.6478 | 1.7179 | 1.9963 | 2.04375 | 2.0912 | 2.1409 |
| 18 | 1.7179 | 1.7909 | 2.0912 | 2.1408 | 2.1904 | 2.2424 |
| 21 | 1.7909 | 1.8670 | 2.1904 | 2.24245 | 2.2945 | 2.3490 |
| 26 | 1.8670 | 1.9463 | 2.2944 | 2.34897 | 2.4035 | 2.4606 |

* Percent (%) change within columns.

19.2 Salary Procedures

19.2.1 Explanation of Columns

- 19.2.1.1** B - unit member who holds a Bachelor's Degree.
- 19.2.1.2** 150 - unit member who holds a Bachelor's Degree and has 150 semester hours' credit.
- 19.2.1.3** M - unit member who holds: 1) a Master's Degree or 2) two (2) Bachelor's degrees, both of which must be in fields related to Education or 3) unit members who have two Bachelor degrees and a professional license, which: a) is required by law for the unit member to maintain employment within the District, b) requires continuing education units to maintain the license, and c) is issued by a regulating board of the State of Ohio (For example, but not limited to, occupational therapists and physical therapists), then the unit member shall be placed on the Masters column. Current unit members placed on the Master's Degree column without a Master's Degree (*i.e.* two (2) Bachelor's Degrees and a B.S. in Education) will continue to be paid on this column.
- 19.2.1.4** M + 15 - (effective 2003-04) unit member who receives 15 semester hours' credit after receiving his/her Master's Degree. Such hours must be graduate hours, or hours in area(s) of a unit member's certification, or hours being taken to gain certification in another area.
- 19.2.1.5** M + 30 - unit member who receives 30 semester hours' credit after receiving his/her Master's Degree. Such hours must be graduate hours, or hours in area(s) of a unit member's certification, or hours being taken to gain certification in another area.
- 19.2.1.6** M + 45 - unit member who receives 45 semester hours' credit after receiving his/her Master's Degree. Such hours must be graduate hours, or hours in area(s) of a unit member's certification, or hours being taken to gain certification/licensure in another area.
- 19.2.1.7** Effective August 1, 2021, a unit member who is taking classes/courses to move across the salary schedule training columns (e.g., Master's Degree, MA+15, etc.) is authorized do so from any accredited college and university (in-person or online); except those institutions that are on the list of institutions that are not approved for course credit.

Members must refer to the College Credit Consideration Committee (CCCC) rubric for specific course eligibility for courses approved for placement on the salary schedule. The classes (hours) taken must also be in the unit member's area of license, to support the members' professional practice, or taken to gain a license in another area that can be used in the field of education.

A list of higher education institutions that are not approved for course credit for placement on the salary schedule, including the effective date of the exclusion, shall be maintained by the Association President, CCCC Members, and the Human Resources Department.

The College Credit Consideration Committee shall be established to review higher education institutions upon request of the Superintendent/designee. In order to protect the integrity of the certificated/licensed profession within the District, the Committee shall use a rubric to review each higher education institution brought before it to determine if the institution is to be added to the list of institutions excluded for course credit for placement on the salary schedule. If a majority of the

members of the committee agree that the institution does not meet the rubric-established metrics, notice will be provided to unit members that credit from that institution will no longer be accepted for placement on the salary schedule, along with the effective date. If the Committee consideration results in a tie, the assessment of the particular institution will go to the WEA Advisory for determination. If the WEA Advisory Committee results in a tie, the assessment of the particular institution will go to the Assistant Superintendent of Teaching and Learning to make the final determination.

Unit members currently in courses (i.e., course start date is prior to decision of the CCCC) at an institution placed on the non-approved list will be grandfathered for salary schedule placement for any previous coursework. Unit members enrolled in a Master's degree program at the institution at the time of the committee decision will also be grandfathered for salary schedule placement. The committee decision or Assistant Superintendent of Teaching and Learning decision is final and binding and not subject to appeal. Any committee decision shall not impact the LPDC, which shall operate independently of the College Credit Consideration Committee. Prior to commencing negotiations for the 2024 Agreement, the Board's and Association's representatives shall meet with the CCCC to discuss the operation of the committee as well as any suggested modification to the process and procedure(s).

- 19.2.2 Salary Index 1.00 = \$45,566 effective at the beginning of the 2021-22 school year.
Salary Index 1.00 = \$46,751 effective at the beginning of the 2022-23 school year.
Salary Index 1.00 = \$47,967 effective at the beginning of the 2023-24 school year.
- 19.2.3 Years of service shall include the following except when limited by law:
 - 19.2.3.1 all prior private and public school teaching experience of 120 or more contract days within a given school year, as defined in **R.C. 3317.13(A)**;
 - 19.2.3.2 actual years of active military service as defined in **R.C. 3317.13(A)(1)** up to a maximum of five (5) years;
 - 19.2.3.3 all prior tutoring experience of five (5) hours per day (minimum) for 120 or more contract days within a given school year; and
 - 19.2.3.4 years of experience that may be granted by the Superintendent for job-related experience.
- 19.2.4 Increments for educational credit earned shall be effective at the beginning of the next semester after it was earned. Credit shall include all credit from a post high school institution with accreditation. Transcripts must be in by October 1st for first semester and March 1st for second semester for movement on the salary schedule.
- 19.2.5 The annual contract salary for unit members shall be paid in accordance with one of the following pay schedules.
 - 19.2.5.1 PAY PLAN A - Twenty-six (26) bi-weekly equal (+ \$1.00) installments on alternating Fridays beginning with the last regularly scheduled pay day in August through the following August. Effective at the beginning of the 2022-2023 contract year, twenty-four (24) equal (+ \$1.00) installments *[will be implemented only if all other groups agree to 24 pays]*; or
PAY PLAN B - Twenty (20) (up to twenty-two if necessary as determined by the last regular work day) bi-weekly equal (+ \$1.00) installments on alternating Fridays, during the first forty (40) weeks (up to forty-four (44) weeks, if necessary, as determined by the last regular workday) beginning with the last

regularly scheduled pay day in August through the following June.) As of September 1, 2001 only currently employed unit members in Plan B shall be eligible to participate in Plan B. Should a unit member drop Plan B, then that unit member may not re-enter Plan B.

19.2.5.2 The initial enrollment for each plan shall be no later than thirty (30) days prior to the first pay date. Unit members wishing to change pay plans shall do so no later than thirty (30) days prior to the first pay day each subsequent school year. The Treasurer shall deduct from a unit member's pay all annuity amounts, Association dues, insurance contributions and the like that have been elected by the unit member and that normally would be deducted from pay issued during June, July and August. The Treasurer shall forward payments of these deductions to the appropriate payees in the same fashion and at the same time as such deductions are forwarded under Pay Plan A.

19.2.6 Base salaries calculated according to the Salary Index of **Section 19.1** are for 185 contract days.

19.2.7 The "beginning of the school year" for an individual unit member shall be determined by the first work day served by the unit member pursuant to his/her teaching or supplemental contract.

19.2.8 *Per Diem* Rate = Index Salary / 185.

19.2.9 Hourly Rate = *Per Diem* Rate / 7.67.

19.2.10 Other Compensation Rates

19.2.10.1 A unit member employed part time shall be compensated using the following:

Total salary = index salary x FTE fraction

Per diem = index salary x FTE fraction / 185

Hourly rate = index salary / 185 / 7.67

19.2.10.2 When a classroom of students is not split and a unit member is required by administration to perform duties normally assigned to another employee or in any way to supervise or teach pupils normally assigned to another employee, the affected unit member shall be compensated at an hourly rate that is based on the MA 5 rate.

If a classroom of students is split and more than 1 unit member is required by administration to supervise or teach pupils normally assigned to another employee, the affected unit members shall be compensated at 50% of an hourly rate that is based on the MA 5 rate.

19.2.11 A unit member required in the course of his/her work to drive a personal vehicle from one school building to another shall be reimbursed at the prevailing Internal Revenue Service (IRS) rate per mile. Changes to this IRS rate will become effective the first month following IRS publication of such a change. The same allowance shall be given for use of personal vehicles for authorized field trips or other authorized business of the District. The Board shall provide liability insurance protection for unit members when personal vehicles are used as provided in this section.

- 19.3** Payroll deductions listed herein will be provided at no cost to the unit member or the Association except for **Section 19.3.5** below. A reasonable effort will be made to transfer deductions within three (3) to four (4) workdays following the date of payroll for each payroll deduction listed in **Section 19.3**.
- 19.3.1** State Teachers Retirement System (STRS) Pickup - Board "pickup" shall be implemented and effective for unit members on pay plans A and B. The "pickup" will be of no cost to the Board and is solely for the purpose of reducing current tax for unit members and will remain in effect so long as Revenue Ruling No. 77-462 remains substantially unchanged. Unit members are individually responsible for reviewing the relationship between the "pickup" and their other tax deferral arrangements, if any.
- 19.3.2** Tax-Sheltered Accounts - There will be payroll deductions of equal amounts throughout the year for those unit members who elect to participate in tax sheltering programs.
- 19.3.2.1** Those unit members desiring tax sheltering programs should contact the Treasurer's office. Such deductions shall continue from year to year until said unit member gives written notice to the Treasurer that such deductions be discontinued. Changes elected by unit members shall be submitted to the Treasurer on the appropriate forms during the first three weeks of September, December, March, and June. Any changes elected by a unit member in tax sheltering programs shall be effected by the Treasurer at the start of the next pay cycle.
- 19.3.2.2** The Board shall maintain a 403(b) program utilizing the same vendors in place as of the dates of this Contract. When the IRS issues new guidelines regarding 403(b) plans the Board and WEA agree to meet to address the impact of such guidelines.
- 19.3.2.3** Effective with the commencement of the Board's tax sheltered investment payroll deduction program during the 2009-10 school year, the Board shall make available to staff members of the bargaining unit a Roth 403(b).
- 19.3.3** Flexible Spending Accounts - The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of unit members' insurance(s) premium contributions, qualified medical expenses, and dependent care on a pre-tax basis. A "Full Use FSA (FSA 1)" shall be available only for unit members who do not choose or qualify for an HSA. A "Full USE FSA (FSA 1)" shall be for qualified medical expenses (including, but not limited to, deductibles, co-pays, over the counter medication, etc.), vision, dental, dependent care account(s), and for the Board's contribution toward the HDHP. A "Limited Use FSA (FSA 2)" shall be available to unit members with Health Savings Accounts and it shall be for dental, vision, dependent care account(s), but not for medical benefits except as provided by law. The Flexible Spending Accounts are solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS Flexible Spending Account laws and rules remain substantially unchanged. The Flexible Spending Accounts will be available to unit members with language providing for recovery of funds if necessary. Neither the Board nor WEA guarantees any tax results associated with the FSA or HSA plans, and are not liable for any tax consequences for the members.
- 19.3.4** Credit Unions - The Board shall provide payroll deductions for unit members requesting such deductions on the appropriate credit union's form. Such deductions will be divided equally over the appropriate number of pays paid pursuant to **Section 19.2.5**, and will be continued by the Board in succeeding years unless the unit member provides notice to the contrary. Such notice must be in writing and submitted to the District's Treasurer no later than fifteen (15) days prior to the change. All monies deducted shall be remitted to the

Franklin County School Employees, Whitehall, or Mid-State Educators credit unions within two (2) weeks of billing by the credit union.

- 19.3.5** Political Contributions - Unit members may authorize the Board to make payroll deductions for political contributions. The Treasurer shall be authorized to deduct contributions in accordance with **Section 3313.262** of the Ohio Revised Code. Any authorized contributions will be deducted in equal amounts over the time period elected by the unit member. A form developed by the Association and the Board will be available from the Board and the Association. The Treasurer will enclose a copy of the completed form and send it to the designated receiving party with each deduction.

CHAPTER 20 SUPPLEMENTAL SALARY AND PROCEDURES

- 20.1** Each unit member assigned additional responsibilities or duties specified in this chapter shall be granted the appropriate additional compensation and supplemental limited contract. A copy of the job description for the supplemental assignment shall be provided upon request of the unit member and whenever his/her job description is changed.
- 20.2** Notwithstanding **Section 20.1**, a unit member may be employed to perform work not listed in this Chapter and not bargaining unit work. Such unit member shall be paid a lump sum payment at the completion of the work. This section shall not be administered in a way to circumvent other sections of this chapter.
- 20.3** Nothing contained in this chapter requires the Board to offer and/or fill any supplemental position listed or referenced herein.
- 20.4** Pursuant to **O.R.C. 3313.53**, a Supplemental Contract may be issued to a non-bargaining unit person if no qualified unit member is willing to accept the contract.
- 20.5** A unit member who is issued a supplemental contract for summer school shall be compensated at an hourly rate calculated by multiplying 0.0009 times the BA-0 salary.
- 20.6** A unit member who is issued a supplemental contract for Extended Service up to twenty days as determined by the administration shall be compensated at the *per diem* rate of his/her salary index pursuant to **Section 19.2.8**. The Human Resource Department will notify the Association President of extended service contracts for Middle and High School Guidance Personnel, Media Specialists, and School Psychologists by June 1 of each year for the following contract year.
- 20.7** A unit member whose supplemental duties (coaches, cheerleader advisors, band directors, trainers, etc.) are extended because of participation in an Ohio High School Athletic Association competition at the last two levels leading to the state championship shall receive additional compensation equal to the unit member's supplemental salary times the ratio of the minimum time commitment in calendar days as specified in the unit member's Supplemental Job Description divided by the number of calendar days of extension beyond District competition.
- 20.8** For a year-long supplemental contract, payment shall be made in equal installments over the number of pays remaining at the time of contracting the additional assignment. For a seasonal supplemental contract, the unit member will be paid twice during that season.
- 20.8.1** Supplemental seasons: Fall = August 1 to October 31; Winter = November 1 to last date in February; and Spring = March 1 to May 21. First payment of the supplemental shall be not later than the pay date on or after: Fall = September 15; Winter = December 15; and Spring = April 15.

- 20.9** The Supplemental Pay Schedule will be reviewed annually by a review committee consisting of three (3) Superintendent appointees and three (3) Association appointees. The purpose of this review committee shall be to determine whether inequities exist in the schedule and to propose solutions to these inequities to the Board and the Association. Such proposed solution may include recommendations for changes in job descriptions and adjustments in salary.
- 20.9.1** Upon creation of a new supplemental position(s), this committee shall be convened to recommend schedule(s) and changes in the job description(s) to the Superintendent and the Association President.
- 20.9.2** As changes are made in the Supplemental Contract Job Description Manual, the Board will provide the Association with copies within twenty (20) days of final action.
- 20.10** Steps in the Supplemental Pay Schedule represent years of experience.
- 20.11** Placement of a unit member on the Supplemental Pay Schedule shall be according to his/her job related experiences from outside and from inside the District. When a unit member changes position within the same category (*i.e.*, assistant coach to head coach in the same sport), the unit member will be placed on the schedule at the step reflecting his/her job related experience.
- 20.12** Supplemental Pay Schedule

The pay schedules in this section are based on the job descriptions found in the Westerville City School Supplemental Contracts Job Descriptions. See **Section 20.12.6** for dollar equivalents for the letters below.

H.S. = High School position M.S. = Middle School position E.S. = Elementary School position

| <u>POSITION</u> | <u>SCHEDULE</u> |
|---|-----------------|
| 20.12.1 Interscholastic Athletics | |
| 20.12.1.1 Athletic Trainer | |
| 20.12.1.1.1 Athletic Trainer H.S. | B+C+F+N |
| 20.12.1.1.2 Assistant Athletic Trainer H.S. | D+F+I+N |
| 20.12.1.2 Baseball | |
| 20.12.1.2.1 Head Varsity Coach H.S. | B |
| 20.12.1.2.2 Asst. Varsity Coach H.S. | C |
| 20.12.1.2.3 9th Grade/Reserve Head Coach H.S. | D |
| 20.12.1.3 Basketball | |
| 20.12.1.3.1 Head Varsity Coach H.S. | A |
| 20.12.1.3.2 Asst. Varsity Coach H.S. | B |
| 20.12.1.3.3 9th Grade/Reserve Head Coach H.S. | C |
| 20.12.1.3.4 7th and/or 8th Grade Coach M.S. | F |
| 20.12.1.4 Cheerleading | |
| 20.12.1.4.1 Head Varsity Coach H.S. | D |
| 20.12.1.4.2 Asst. Varsity Coach H.S. | F |
| 20.12.1.4.3 9th Grade/Reserve Head Coach H.S. | G |
| 20.12.1.4.4 7th and/or 8th Grade Head Coach M.S. | K |
| 20.12.1.5 Cross Country | |
| 20.12.1.5.1 Head Coach H.S. | C+O |
| 20.12.1.5.2 Asst. Coach H.S. | D |
| 20.12.1.5.3 7th and/or 8th Grade Coach M.S. | G |

| | | |
|-------------------|--|---------------|
| 20.12.1.5.4 | Asst. Coach M.S. | J |
| 20.12.1.6 | Football | |
| 20.12.1.6.1 | Head Varsity Coach H.S. | A+N |
| 20.12.1.6.2 | Asst. Varsity Coach H.S. | B+N |
| 20.12.1.6.3 | 9th Grade/Reserve Head Coach H.S. | C+N |
| 20.12.1.6.4 | 9th Grade/Reserve Asst. Coach H.S. | D+N |
| 20.12.1.6.5 | 7 th and/or 8 th Grade Coach M.S. | F+O |
| 20.12.1.6.6 | Asst. Coach M.S. | J |
| 20.12.1.7 | Golf | |
| 20.12.1.7.1 | Head Varsity Coach H.S. | D+O |
| 20.12.1.7.2 | Asst. Varsity Coach H.S. | E+O |
| 20.12.1.7.3 | 9th Grade/Reserve Head Coach H.S. | J |
| 20.12.1.7.4 | 7 th and/or 8 th Grade Head Coach M.S. | J |
| 20.12.1.8 | Gymnastics | |
| 20.12.1.8.1 | Head Varsity Coach H.S. | C |
| 20.12.1.8.2 | 7 th and/or 8 th Grade Head Coach M.S. | G |
| 20.12.1.9 | Lacrosse | |
| 20.12.1.9.1 | Head Varsity Coach H.S. | B |
| 20.12.1.9.2 | Asst. Varsity Coach H.S. | C |
| 20.12.1.10 | Physical Fitness Program | |
| 20.12.1.10.1 | Director H.S. | J |
| 20.12.1.11 | Program Managers | |
| 20.12.1.11.1 | Faculty Manager H.S. | B |
| 20.12.1.11.2 | Asst. Athletic Director H.S. | K |
| 20.12.1.11.3 | Athletic Director M.S. | C (Fall, C+O) |
| 20.12.1.12 | Soccer | |
| 20.12.1.12.1 | Head Varsity Coach H.S. | B+O |
| 20.12.1.12.2 | Asst. Varsity Coach H.S. | C+O |
| 20.12.1.13 | Softball | |
| 20.12.1.13.1 | Head Varsity Coach H.S. | B |
| 20.12.1.13.2 | Asst. Varsity Coach H.S. | C |
| 20.12.1.13.3 | 9 th Grade/Reserve Head Coach H.S. | D |
| 20.12.1.13.4 | 7 th and/or 8 th Grade Head Coach M.S. | F |
| 20.12.1.14 | Swimming/Diving | |
| 20.12.1.14.1 | Head Varsity Swimming Coach H.S. | B |
| 20.12.1.14.2 | Head Varsity Diving Coach H.S. | C |
| 20.12.1.14.3 | Asst. Varsity Swimming Coach H.S. | C |
| 20.12.1.15 | Tennis | |
| 20.12.1.15.1 | Head Varsity Coach H.S. | D (Fall D+O) |
| 20.12.1.15.2 | Asst. Varsity Coach H.S. | E (Fall E+O) |
| 20.12.1.16 | Track | |
| 20.12.1.16.1 | Head Varsity Coach H.S. | B |

| | | |
|--------------|--|-----|
| 20.12.1.16.2 | Asst. Varsity Coach H.S. | C |
| 20.12.1.16.3 | 9th Grade/Reserve Head Coach H.S. | D |
| 20.12.1.16.4 | Head Coach M.S. | F |
| 20.12.1.16.5 | Asst. Coach M.S. | G |
| 20.12.1.17 | Volleyball | |
| 20.12.1.17.1 | Head Varsity Coach H.S. | B+O |
| 20.12.1.17.2 | Asst. Varsity Coach H.S. | C+O |
| 20.12.1.17.3 | 9th Grade/Reserve Head Coach H.S. | D+O |
| 20.12.1.17.4 | Head Coach M.S. | F+O |
| 20.12.1.18 | Wrestling | |
| 20.12.1.18.1 | Head Varsity Coach H.S. | A |
| 20.12.1.18.2 | Asst. Varsity Coach H.S. | B |
| 20.12.1.18.3 | 9th Grade/Reserve Head Coach H.S. | C |
| 20.12.1.18.4 | Head Coach M.S. | E |
| 20.12.1.18.5 | Asst. Coach M.S. | F |
| 20.12.2 | Intramural Athletics | |
| 20.12.2.1 | Activities Supervisor | |
| 20.12.2.1.1 | Activities Supervisor M.S. | M |
| 20.12.2.1.2 | Activities Supervisor Elementary | M |
| 20.12.3 | General Activities | |
| 20.12.3.1 | Music | |
| 20.12.3.1.1 | Marching Band Director H.S. | A+N |
| 20.12.3.1.2 | Asst. Marching Band Dir. H.S. | B+N |
| 20.12.3.1.3 | Marching Band Auxiliary Advisor | F+N |
| 20.12.3.1.4 | Marching Band Technician | K+N |
| 20.12.3.1.5 | Drill Team Advisor H.S. | F |
| 20.12.3.1.6 | Band Director Elementary | L |
| 20.12.3.1.7 | Orchestra Director H.S., M.S. | J |
| 20.12.3.1.8 | Orchestra Director Elementary | L |
| 20.12.3.1.9 | Vocal Music Director H.S. | G |
| 20.12.3.1.10 | Jazz Band Director H.S. | M |
| 20.12.3.1.11 | Pep Band Director H.S. | O |
| 20.12.3.2 | Speech and Drama | |
| 20.12.3.2.1 | Speech/Debate Team Advisor H.S. | M |
| 20.12.3.2.2 | Musical Director H.S. | J |
| 20.12.3.2.3 | Tech. Supervisor for Musical Prod. | L |
| 20.12.3.2.4 | Play Director H.S. | K |
| 20.12.3.2.5 | Tech. Supervisor for Play | M |
| 20.12.3.2.6 | Thespian Club Advisor H.S. | M |
| 20.12.3.3 | Clubs and Other Activities | |
| 20.12.3.3.1 | Academic Enrichment Advisor H.S, M.S, E.S. | D |
| 20.12.3.3.2 | Art Club Advisor H.S. | O |
| 20.12.3.3.3 | Black History Month Celebration Advisor H.S. | M |
| 20.12.3.3.4 | Builder's Club M.S. | L |
| 20.12.3.3.5 | Career Tech Student Organization Advisor H.S. | M |
| 20.12.3.3.6 | Challenge C Day/Be the Change Club Advisor H.S. | K |

| | | |
|--------------|---|----|
| 20.12.3.3.7 | Chess Club Advisor H.S., M.S. | O |
| 20.12.3.3.8 | Class Advisor Junior or Senior H.S. | K |
| 20.12.3.3.9 | Class Advisor Freshman or Sophomore H.S. | N |
| 20.12.3.3.10 | Discretionary Clubs/Activities M.S. | M |
| 20.12.3.3.11 | Discretionary Clubs/Activities E.S. | O |
| 20.12.3.3.12 | Future Teacher Club Advisor H.S. | O |
| 20.12.3.3.13 | G.A.A. Advisor H.S. | M |
| 20.12.3.3.14 | Global Scholars Advisor | J |
| 20.12.3.3.15 | In-the-Know Advisor H.S. | K |
| 20.12.3.3.16 | Interact Club Advisor | J |
| 20.12.3.3.17 | Inter-Club Council Advisor H.S. | J |
| 20.12.3.3.18 | Key Club Advisor H.S. | J |
| 20.12.3.3.19 | Majorette Advisor H.S. | M |
| 20.12.3.3.20 | Math Club Advisor H.S. | M |
| 20.12.3.3.21 | National Junior Honor Society Advisor M.S. | M |
| 20.12.3.3.22 | National Honor Society Advisor H.S. | M |
| 20.12.3.3.23 | School Creative Arts Magazine Advisor H.S. | N |
| 20.12.3.3.24 | Newspaper Advisor H.S. | K |
| 20.12.3.3.25 | Newspaper Advisor M.S. | J |
| 20.12.3.3.26 | Ohio Mock Trial Advisor H.S. | MK |
| 20.12.3.3.27 | Pep Club Advisor H.S., M.S. | M |
| 20.12.3.3.28 | Peer Mediation Advisor | J |
| 20.12.3.3.29 | Photography Club Advisor H.S., M.S. | M |
| 20.12.3.3.30 | SADD Advisor H.S. | L |
| 20.12.3.3.31 | Safety Patrol Advisor Elementary | O |
| 20.12.3.3.32 | Science Club Advisor H.S. | M |
| 20.12.3.3.33 | Science Fair Advisor H.S., M.S. | E |
| 20.12.3.3.34 | Science Safety Committee Rep. H.S. | J |
| 20.12.3.3.35 | Science Safety Committee Rep. M.S. | K |
| 20.12.3.3.36 | Ski Club Advisor H.S., M.S. | N |
| 20.12.3.3.37 | Ski Club Advisor Assistant H.S. | O |
| 20.12.3.3.38 | Student Council Advisor H.S. | J |
| 20.12.3.3.39 | Student Council Advisor M.S. | L |
| 20.12.3.3.40 | Student Council Advisor Elementary | O |
| 20.12.3.3.41 | Student Assessment Workshop Coach 1.5xDaily Rate per Area Workshop | |
| 20.12.3.3.42 | Student Assessment Workshop Advisor | J |
| 20.12.3.3.43 | Yearbook Advisor H.S. | D |
| 20.12.3.3.44 | Yearbook Advisor M.S. | M |
| 20.12.3.3.45 | Youth Club Advisor H.S. | M |
| 20.12.3.3.46 | Young Author's Conference Advisor | K |
| 20.12.3.3.47 | Youth-to-Youth Advisor H.S., M.S. | L |
| 20.12.3.3.48 | Peer Mediation Advisor | J |
| 20.12.3.3.49 | Educational Equity Facilitators | M |

20.12.4 Responsibility Compensation

| | | | |
|-----------|--|------------------------|--------|
| 20.12.4.1 | Department Coordinator H.S., M.S. | | H |
| 20.12.4.2 | Department Chairperson H.S., M.S. | | H |
| 20.12.4.3 | Department Facilitator H.S. | 10+ FTE 2 - 9.9 FTE | D F |
| 20.12.4.4 | Unit Leader Elementary | | B |
| 20.12.4.5 | Department Facilitator M.S. | | F |
| 20.12.4.6 | Team Leader M.S. | | I |
| 20.12.4.7 | Information Technology Liaison Elementary Schools | | J |

| | | |
|-----------------------|--------------------------------------|------------------|
| | Middle Schools | G |
| | High Schools | E + J |
| 20.12.4.8 | Resident Educator Mentor/Facilitator | |
| | Year One | K |
| | Year Two | O |
| | Year Three | Stipend |
| 20.12.4.9 | Orientation Mentor | P up to 10 hours |
| 20.12.5 Hourly | | |
| 20.12.5.1 | Adult Education/Night School | P |
| 20.12.5.2 | Athletic Event Assistant | \$10.00 per hour |
| 20.12.5.3 | Curriculum Development | P |
| 20.12.5.4 | Field Service Supervisor | \$12.50 |
| 20.12.5.5 | Wednesday/Saturday School Supervisor | \$15.00 per hour |

20.12.6 Supplemental Schedule Pay Table

YEARS OF EXPERIENCE

| SCHEDULE | 0 % | 1 % | 2 % | 3 % | 4 % | 5 % | 6 % | 7 % |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|
| A | 0.11849 | 0.12831 | 0.13822 | 0.14809 | 0.15791 | 0.16787 | 0.17458 | 0.18129 |
| B | 0.08293 | 0.08978 | 0.09667 | 0.10369 | 0.11058 | 0.11747 | 0.12217 | 0.12687 |
| C | 0.07102 | 0.07707 | 0.08293 | 0.08884 | 0.09484 | 0.10071 | 0.10473 | 0.10875 |
| D | 0.05911 | 0.06418 | 0.06920 | 0.07413 | 0.07898 | 0.08396 | 0.08731 | 0.09066 |
| E | 0.04978 | 0.05387 | 0.05804 | 0.06218 | 0.06622 | 0.07058 | 0.07340 | 0.07622 |
| F | 0.04742 | 0.05138 | 0.05524 | 0.05911 | 0.06316 | 0.06716 | 0.06984 | 0.07252 |
| G | 0.04262 | 0.04627 | 0.04978 | 0.05329 | 0.05764 | 0.06316 | 0.06568 | 0.06820 |
| H | 0.03951 | 0.04240 | 0.04667 | 0.05209 | 0.05671 | 0.06036 | 0.06277 | 0.06518 |
| I | 0.03564 | 0.04124 | 0.04564 | 0.04893 | 0.05209 | 0.05524 | 0.05744 | 0.05964 |
| J | 0.03551 | 0.03858 | 0.04151 | 0.04444 | 0.04742 | 0.05044 | 0.05245 | 0.05446 |
| K | 0.02956 | 0.03222 | 0.03449 | 0.03693 | 0.03956 | 0.04196 | 0.04363 | 0.04530 |
| L | 0.02724 | 0.02951 | 0.03173 | 0.03422 | 0.03640 | 0.03862 | 0.04016 | 0.04170 |
| M | 0.02360 | 0.02560 | 0.02769 | 0.02956 | 0.03151 | 0.03364 | 0.03498 | 0.03632 |
| N | 0.01787 | 0.01933 | 0.02071 | 0.02227 | 0.02360 | 0.02533 | 0.02634 | 0.02735 |
| O | 0.01191 | 0.01298 | 0.01391 | 0.01484 | 0.01591 | 0.01667 | 0.01733 | 0.01799 |
| P | - | 0.00083 | | - | | - | - | - |
| Q | - | 0.00043 | | | | | | |
| R | - | 0.00038 | | | | | | |
| S | - | 0.00063 | | | | | | |

20.12.7 Supplemental Salaries shall be determined by multiplying the supplemental contract's schedule index times the base salary effective during the supplemental contract's school year.

\$45,566 effective at the beginning of the 2021-22 school year.

\$46,751 effective at the beginning of the 2022-23 school year.

\$47,967 effective at the beginning of the 2023-24 school year.

20.13 Consistent with O.R.C. 3319.11(I), all supplemental contracts are one-year, limited contracts that automatically expire each year without need for any nonrenewal action by the Board or notice to the employee.

20.14 Liability Coverage

For District liability insurance coverage purposes, the scope of duties for the holder of an athletic extracurricular supplemental contract shall be District-related activities during the term of the supplemental contract and as allowed by the OHSAA, whether working with students in season or out of season.

20.14.1 Job Sharing – Supplemental Contracts

20.14.1.1 Upon mutual request of two individuals who are qualified for a single co-curricular/extra-curricular supplemental position, the Superintendent may grant each a Job Sharing Supplemental Contract such that the total active percent status of the "job sharers" is equal to one full-time equivalent co-curricular/extra-curricular supplemental position.

20.14.1.2 Such job share co-curricular/extra-curricular supplemental contracts shall only be for one school year and are not automatically renewed.

**CHAPTER 21
SCHOOL CALENDAR AND CONTRACT YEAR**

21.1 School Calendar

- 21.1.1** The Board and the Association agree that the Superintendent will seek input from the Association concerning the composition of the school calendar and any possible make up days due to calamity prior to making recommendations on said calendar to the Board. Unit members shall not be required to report to work on the first four (4) days when schools are closed due to weather or other public calamity. Employees shall not be paid both for such days when schools are closed and on any days when school is made up. Employees must report on day five (5) unless Superintendent instructs otherwise.
- 21.1.2** Upon the request of the Superintendent, the Association shall provide three (3) unit members to the Superintendent's Committee to develop the school calendar. Said unit members shall have a role in the development of this calendar equal to that of committee members appointed by the Superintendent.
- 21.1.3** Subsequent to the development of calendar options by the committee, unit members will be surveyed in the same manner as all other employees regarding their individual input to the school calendar composition and any possible make up days due to calamity. The committee will forward the results of the survey to the Superintendent prior to his/her recommendation to the Board.
- 21.1.4** The Central OEA/NEA Day shall be a non-student day and a part of a unit member's 185-day contractual year. Association members have the individual option of attending Central OEA/NEA Day activities or participating in local in-service activities.

 - 21.1.4.1** The local in-service activities shall be developed by a joint WEA/Administration committee. The committee shall be composed of an equal number of members appointed by the Superintendent and by the Association President.
 - 21.1.4.2** The Association shall work with the Central OEA/NEA to facilitate the inclusion of Westerville's local activities as part of the overall Central OEA/NEA program.
- 21.1.5** Students will not be in attendance on the last contractual day of each semester. Unit members will be provided this time for record keeping, grading, and local in-service activities not to exceed three (3) hours.
- 21.1.6** The Association agrees that the final authority to set the school calendar is legally and exclusively that of the Board.
- 21.1.7** The following provisions will apply in implementing the requirement of **O.R.C. Section 3313.482** to specify a contingency plan under which the District's students will make up days to comply with the minimum school year as determined by the Board, which shall not be less than the minimum school requirements of **O.R.C. Sections 3317.01, 3313.48, and 3313.481.**

 - 21.1.7.1** The Calendar Committee may be reconvened to meet and address in a timely fashion the make-up of calamity days to comply with the minimum school year specified in the paragraph above.
 - 21.1.7.2** Subsequent to the development of calamity make up options by the committee, unit members will be surveyed in the same manner as all other employees regarding their individual input to the make-up day composition. The committee will forward the results of the survey to the Superintendent prior to his/her recommendation to the Board.

- 21.1.7.3 If one or more of the days have to be changed to student attendance days, the Association will be notified before announcement to unit members. Unit members will be notified no later than ten (10) calendar days prior to the make-up day.
- 21.1.7.4 If the End-of-the-Year Teacher Work Day becomes a day of student attendance, bargaining unit member's records and end of the year "cleanup" shall be done at a time convenient for each unit member. Final grades and reports, normally due on the work day, shall be submitted no later than the next week day following the work day or the second week day following the last day of student attendance, whichever is later.

21.2 Contract Year

- 21.2.1 A unit member's contract year shall be one hundred eighty-five (185) days as set forth herein and as provided in **Section 19.2.6** and **19.2.8**. Nothing herein requires or prohibits the Board from issuing extended service contracts for work to be performed by a unit member over one hundred eighty-five (185) days during any one school year. The first two (2) work days of the contract year shall be teacher work days during which the teachers shall not have any supervision responsibilities for students. A minimum of one (1) full teacher work day shall be teacher directed. A traveling teacher shall have a designated home school and shall follow that building schedule.
 - 21.2.1.1 For a unit member who is assigned to work in a building that is "out-of-District" (*i.e.*, St. Paul Elementary School) and that operates on a school calendar that is different from the calendar adopted pursuant to this chapter, the one hundred eighty-five (185) days will be served as follows:
 - 21.2.1.1.1 If the unit member's assignment is solely to such an "out-of-District" building, the unit member will follow the calendar in effect for that building provided the unit member has at least the same number of non-instructional days as provided in the Board-adopted calendar.
 - 21.2.1.1.2 If the unit member's assignment includes both in-District; and "out-of-District" buildings, the unit member will follow the Board adopted school calendar. Building assignment schedules may be altered to ensure service equality for the "out-of-District" building(s).
- 21.2.2 A unit member may be required to attend a three day mandatory "New Teacher Orientation" prior to the first work day of his/her first work year in Westerville.
 - 21.2.2.1 Each participating unit member will be paid the equivalent of 50% of the BA step 0 *per diem* rate for each day he/she attends.
 - 21.2.2.2 The agenda for the day will be developed by administration with input from the Association. The Association shall be provided at least ninety (90) minutes on the agenda in order to meet with new employees.
- 21.2.3 If Kindergarten screening is conducted by the District, each participating kindergarten teacher will be compensated at his/her *per diem* or hourly rate for screening that takes place outside the 185-day contract year.
- 21.2.4 Kindergarten teachers shall not lose a teacher professional day prior to the attendance of students by reason of their participation in Kindergarten screening or parent orientation conferences scheduled by administration.
- 21.2.5 Early release/late start of students should be provided once a nine-week period for teacher professional work and/or in-service on any District identified topic. The fourth one may be

scheduled at a different time by mutual agreement of the Superintendent/designee and the WEA President. This is in addition to any other meetings specified within this contract including but not limited to **Section 6.3.1.2** through **6.3.1.5**.

- 21.2.6** For the term of this Agreement (through July 31, 2024), the WEA/Board Advisory Council will review the efficacy of the early release/late start process for professional development not more than once annually. If a majority of the Council agrees that the early release/late start process should be discontinued, it will be discontinued as soon as practicable. If the Council vote results in a tie, there will be no change in the process. The Advisory Council will solicit and obtain feedback from members at the end of the second and fourth early release/late start session of the year.

CHAPTER 22 ASSIGNMENT AND TRANSFER

22.1 Definitions

- 22.1.1** A reassignment is a change in the assignment of the unit member which does not include a change in building or a change in grade level within an elementary school of more than three (3) grade levels or a change in department at a secondary building.
- 22.1.2** A transfer is a change in the building to which a unit member is assigned (e.g. a change from one middle or elementary school to another or a change from one high school to another) and/or a change in assignment in an elementary school of more than three (3) grade levels or a change to a different department at the secondary level.
- 22.1.3** An involuntary transfer is a transfer that the unit member does not volunteer to complete.
- 22.1.4** Seniority is defined in Section 14.3 of this Agreement.

22.2 Assignment of Unit Members

- 22.2.1** The assignment of unit members to positions in the various schools and departments of the District shall be made by the Superintendent.
- 22.2.2** No later than August 1 each year all unit members shall be issued an Assignment Notice. Such notice shall include the following:
 - 22.2.2.1** School Year
 - 22.2.2.2** Date of Notice
 - 22.2.2.3** Name
 - 22.2.2.4** Building
 - 22.2.2.5** Grade Level or Subject Area(s)

22.3 Job Vacancies

- 22.3.1** A job vacancy is created by the death, resignation, retirement, transfer, non-renewal, or termination of a certificated/licensed employee formerly filling such position, a new job created by the Board, or openings occurring as a result of middle school/high school course registration each year.
- 22.3.2** Within ten (10) working days of the creation of a job vacancy pursuant to **22.3.1**, for which a certificate/license is required (or desirable in the case of Supplemental positions), written notice of the vacancy will be sent to the Association President. This notice does not imply nor require that the Board shall fill the vacancy.

22.4 Vacancy Posting(s)

- 22.4.1 Any vacancy occurring for reasons noted in **Section 22.3.1** must be posted before it is filled unless it can be filled by department reassignment in the secondary buildings, or by a reassignment of not more than three grade levels in an elementary building. The Office of Human Resources shall be responsible for posting a vacancy upon the direction of the Superintendent to fill the vacancy using the District intranet site. Posting a vacancy does not require that the Board shall fill the position.
- 22.4.2 No position will be closed (filled) until the vacancy listing has been posted up to five (5) working days.
- 22.4.3 If the WEA President/designee and the Superintendent/designee mutually agree that an emergency situation exists, the posting time requirements may be reduced to two (2) work days excluding holidays. All positions posted electronically from the first day following the last teacher work day through Oct 1 can be filled on an emergency basis.

22.5 Transfer Procedure

- 22.5.1 If a transfer is necessary, the following will apply:
 - 22.5.1.1 Volunteers will be solicited from the building with the overage.
 - 22.5.1.2 Only if there are no volunteers from the building with the overage who are willing to transfer, the member with the least District seniority (as defined in **14.3**) within the building/department/grade with the overage will be selected for involuntary transfer; provided that, no member whose most recent final summative rating is Developing or lower or who is on an Improvement Plan will be selected for transfer.
 - 22.5.1.3 An involuntary transfer shall not be used for disciplinary purposes.
 - 22.5.1.4 Notwithstanding **Section 22.5.1.2**, a unit member who must be involuntarily transferred because of the loss of the unit member's position shall be given priority consideration for transfer to a vacancy of the unit member's choice if he/she is qualified.
 - 22.5.1.5 The Board shall assist in moving all classroom materials and teaching aids to the new assignment. This will be accomplished within ten (10) working days of the unit member's request to his/her current building principal for such help.
 - 22.5.1.6 A unit member involuntarily transferred shall maintain the contract status held at the time of such involuntary transfer.
 - 22.5.1.7 Notwithstanding **Sections 22.5.1.1 and 22.5.1.2** (voluntary and involuntary transfer), the Superintendent may, after notification to the affected unit member and the Association, involuntarily transfer a unit member to a position. Such transfer will be made at the sole discretion of the Superintendent when, in his/her judgment, it is for the welfare of the schools.

22.6 Reassignment Procedure

- 22.6.1 Before a department reassignment in the secondary buildings or a reassignment of not more than three grade levels in an elementary building the Administration will discuss the possible reassignment with the staff members who will be involved.

22.7 Application for a Posted Position

- 22.7.1 A unit member who is interested in a posted position shall submit an application to the Office of Human Resources on the District intranet site, which must be filed prior to the closing of the position.
- 22.7.2 All internal applicants to a maximum of two (2) selected by the building principal shall be interviewed unless the principal has interviewed the internal applicant within the previous two (2) year period.
- 22.7.3 Final action on such applications is the responsibility of the Superintendent/designee. All applications for vacancies on the District intranet site will be reviewed by the Superintendent/designee.
- 22.7.4 For each vacancy that has an effective date of the beginning of the school year and involves bargaining unit work for which there are applicants from the bargaining unit, the position will be filled on the following basis:
 - 22.7.4.1 Factors that will affect a particular position may include one or more of the following:
 - 22.7.4.1.1 Major and minor subject matter training (secondary/middle).
 - 22.7.4.1.2 Level training emphasis (elementary/middle).
 - 22.7.4.1.3 In-service college training.
 - 22.7.4.1.4 In-service training.
 - 22.7.4.1.5 Experience in similar positions.
 - 22.7.4.1.6 Evaluation record as found in the Personnel File. This record shall be available pursuant to **Chapter 7**.
 - 22.7.4.1.7 Special training (supplemental/secondary/ elementary/middle).
 - 22.7.4.1.8 Building Assignment (supplemental).
 - 22.7.4.1.9 Seniority as defined in Section 14.3.1.
- 22.7.5 Within ten (10) days of filling a position, the Association shall be given a written report that includes the specific factor(s) that determined the assignment for the position.
- 22.7.6 Until the procedures herein have been followed, no new employee may be hired for a vacancy involving bargaining unit work.
- 22.7.7 Notwithstanding **Section 22.7.1** and **22.7.4**, the Superintendent may, after notification to the Association, assign any qualified unit member to a posted position. Such assignment will be made at the sole discretion of the Superintendent when, in his/her judgment, it is for the welfare of the schools.
- 22.7.8 Notification will be sent to unit members indicating receipt of an application and the filling of a vacancy for which the unit member applied. The process of submitting applications and notice of receipt is available over the District web site.

- 22.8 If there is a conflict between the administration of this Chapter and the prevention of RIF pursuant to **Chapter 14**, prevention of RIF shall take priority.

**CHAPTER 23
CERTIFICATES/ LICENSES/ STATUS VALIDATION**

- 23.1 The Superintendent will do everything within his/her authority to facilitate middle school validations for those unit members who request such validations to their certificates/licenses/status.
- 23.2 Middle school validations are subject to rules and regulations issued by the Ohio Department of Education and/or state law.
- 23.3 The Board and the Association recognize that federal and state law requires certain teachers to be a "highly qualified teacher" (HQT) as defined by law and the Ohio Department of Education.
- 23.4 Effective September 1, 2007 any bargaining unit member who is not HQT will, as soon as reasonably possible, prepare a plan to become HQT within twelve (12) months from the date the unit member is notified of his/her non-HQT status. The plan shall be submitted to the LPDC for approval. In unique circumstances, the Superintendent may grant additional time to become HQT. This obligation applies only to HQT requirements in existence as of September 1, 2007. In the event HQT requirements change, the WEA and Board will meet to determine a reasonable time-line and procedures for unit members to become HQT.
- 23.5 This provision does not apply to a unit member whose request for assignment to a position in which he/she is not HQT is granted by the Superintendent/designee. If a unit member submits such a request, notice shall be given to the WEA President/designee. In this case, the unit member and Superintendent/designee shall agree on a time table to achieve HQT status. The plan shall be submitted to the LPDC for approval.

**CHAPTER 24
INDIVIDUAL CONTRACTS**

- 24.1 Contracts
- 24.1.1 All bargaining unit members employed or re-employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Re-employment contracts shall be issued no later than May 30. The effective date of re-employment contracts, either limited or continuing shall be July 1 of the calendar year in which the contract is issued.
- 24.1.2 During the term of the contract and when a limited contract is renewed, the "Contract Status" can be altered only by mutual agreement of the Board and the bargaining unit member.
- 24.2 Teaching Contracts
- 24.2.1 All teaching contracts shall include only the following:
- 24.2.1.1 Name of unit member.
 - 24.2.1.2 Name of school district and Board.
 - 24.2.1.3 Type of contract, limited or continuing. If limited, the number of years' contract is to be in effect.
 - 24.2.1.4 Provision for the signature of the unit member, Board President and Treasurer and the respective date(s).

24.2.1.5 "Pursuant to **O.R.C. Section 3319.11**, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the fifteenth day of June."

24.2.1.6 "The unit member will make every effort to return this contract to the Office of Human Resources on or before July 10."

24.2.1.7 "An Agreement between the Board of Education herein referred to as 'Board' and the above named person herein referred to as 'Employee', pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, the Superintendent of Schools has recommended the employment of the employee for a (limited or continuing) contract and the Board has approved that recommendation:

Now, therefore, the parties hereby enter into a 'Limited Contract for the period beginning _____ and ending _____."

*For continuing contract, "Continuing" will be substituted for "Limited" and "and ending _____" will be deleted. **Form N(a)** Continuing Contract Eligibility, Application/Recommendation Form must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract. Unit members who were initially licensed after January 1, 2011, **Form N(b)** Continuing Contract Eligibility, Application/Recommendation Form must be completed and on file in the Human Resources Office prior to issuance of a "Continuing" Contract.

24.2.1.8 "Contract Status _____." The blank shall be completed either by a statement of "full-time" or "part time". For "part time" a decimal fraction will indicate the hours contracted divided by the length of day specified in **Section 6.1**.

24.3 Salary Notice

24.3.1 No later than two weeks prior to the issuance of the first payroll of the school year all unit members shall be issued a salary notice in accordance with **Section 3319.12** of the Ohio Revised Code. Such salary notice shall include the following information:

24.3.1.1 Name of the unit member.

24.3.1.2 Annual compensation to be paid for the upcoming year.

24.3.1.3 Basis of determining compensation including extended, in-service increments and supplemental contract salary, if any.

24.3.1.4 Effective Date.

24.3.1.5 Footnote to read as follows: "Initial placement for teachers new to the District is subject to official verification."

24.4 Supplemental Contracts

24.4.1 Each unit member assigned additional responsibilities and/or duties shall be granted additional compensation. A supplemental limited contract shall be issued in accordance with the Ohio Revised Code. Each supplemental contract shall include only the following:

24.4.1.1 Name of unit member.

24.4.1.2 Name of the school district and Board.

24.4.1.3 Supplemental position.

- 24.4.1.4 Compensation.
- 24.4.1.5 Provision that a copy of the job description for the additional assignment shall be provided upon request of the unit member.
- 24.4.1.6 Provision for signature of the unit member, Board President and Treasurer and the respective dates.
- 24.4.1.7 Provision for Board Agenda Date.
- 24.4.1.8 "The unit member will make every effort to return this contract to the Office of Human Resources on or before July 10."
- 24.4.1.9 Contract Status: ___ Full Time ___ Part Time (Percent).

**CHAPTER 25
CONDITIONS OF EMPLOYMENT**

25.1 Supplies

- 25.1.1 The Board shall provide copies, exclusively for each unit member's use, of all texts used in each of the courses a unit member is assigned to teach.
- 25.1.2 Each bargaining unit member will be informed regarding the process of ordering supplies and equipment, building budget development, and the status of his/her requisition/supply orders or of requisition/supply orders that he/she helped develop.

25.2 General Facilities

- 25.2.1 Every effort will be made to provide photocopying equipment and make it available to unit members to copy all materials necessary to teach the Board adopted curriculum.
- 25.2.2 Computers shall be available in each building for unit member's use. Other office machines and equipment may be used by unit members for preparation of job-related materials.
- 25.2.3 When curricular changes are adopted by the Board of Education, effort will be made to provide textbooks, manipulatives, equipment, and other materials deemed necessary by the Curriculum Council in its recommendations to the Board of Education.

25.3 Environmental Conditions

- 25.3.1 The Board shall furnish to unit members employment and a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm to unit members.
- 25.3.2 When the environmental conditions (temperature, air quality, etc.) in an area of a building are, in the unit member's judgment, detrimental to the educational process, to the health and safety of the students, or to the health and safety of the unit member(s), the unit member(s) may notify the building administrator. Such notice shall be in writing.
- 25.3.3 Upon notification, the building administrator will attempt to rectify the condition. The building administrator will keep the unit member notified of his/her response(s).
- 25.3.4 If the condition is not rectified to the satisfaction of the unit member, the building principal shall notify the Superintendent of the condition and actions taken to rectify the condition.
- 25.3.5 If the Superintendent is unable to rectify the condition, he/she will report the condition to the members of the Board of Education. The Association will be notified of his/her action or report to the Board.

25.3.6 If the condition is covered by **O.R.C. 4167.06**, a unit member or his/her representative has the right to request an inspection by giving written notice to the Division of Occupational Safety and Health. Such notice shall state with "reasonable particularity" the grounds for requesting inspection. The name(s) of the person(s) making the request is kept confidential. Before requesting an inspection, the unit member or representative must first comply with the provisions of **Section 25.3.2**.

25.4 Facilities for Unit Members

25.4.1 A unit member who is handicapped or otherwise infirmed shall be provided a reserved off-street parking space for his/her use at each respective building(s). Each respective building administrator shall inform such unit member of his/her specific reserved parking space on or before the first day of school.

25.4.2 A unit member shall be permitted to have personal items in his/her assigned room(s) unless such items pose a health and/or safety threat and/or cleaning problem to other employees or students as determined by the Building Administrator.

25.4.3 Effort will be made to ensure that each classroom shall have direct electronic communication with the building's administrative offices.

25.5 Use of Facilities by Unit Members

25.5.1 Groups of unit members shall be permitted to use the recreational facilities (gymnasium, shower rooms, multi-purpose areas, tennis courts or running tracks) upon request to the Building Administrator or his/her designee. Such use shall be determined by the Building Administrator and shall not interfere with or interrupt normal instructional programs, building maintenance, health and safety conditions or previously scheduled activities. Such use shall be limited to personal, non-profit and non-religious activities involving only unit members and their immediate families. Unit members involved in the uses described in this section shall assume responsibility for any and all loss or damage to District facilities or equipment that result from said use.

25.6 Classroom Visitations

25.6.1 The Association and the Board support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential effect on education and safety of the students, the following guidelines for public and parental visitations will be followed:

25.6.1.1 All visitors must check in at the principal's office upon entering the school.

25.6.1.2 Visitations should be by prior arrangement with the respective unit member.

25.6.1.3 No electronic devices will be used to make any record of the visit except by agreement of the unit member.

25.6.1.4 Attempts will be made to minimize the amount of disruption caused by such visits.

25.7 Miscellaneous

25.7.1 A unit member shall not be assigned to perform duties assigned to employees in other bargaining units.

- 25.8** The Association and the Board recognize that a unit member has the right to make a request to the Ohio State Department of Education to remove an area of certification/teaching field from his/her certificate/license. The following procedures shall govern such a removal:
- 25.8.1** A request for removal may only be initiated between January 1 and the last day of February of any school year.
 - 25.8.2** The State Department Form and the notarized cover letter must clearly state that the effective date will be the following July 1. The unit member initiating the request shall send a copy of the form and letter to the District Office of Human Resources to alert it of the pending change.
 - 25.8.3** Upon receipt of the new certificate/license, the unit member shall file a copy with the Office of Human Resources.
 - 25.8.4** The certificate/license on file at the beginning of the school year that is applicable to the current assignment will remain on file for the balance of the school year. At the end of the school year, the new certificate/license reflecting the removal will become the active certificate/license.
- 25.9** The Board and the Association have established site-based decision making processes at the high school and middle school levels. In addition, the parties have created two joint oversight committees: the High School Continuous Improvement and Redesign Steering Committee (HSSC), and the Middle School Steering Committee (MSSC). The Guidelines for each level are attached as **APPENDIX MS** and **APPENDIX HS**.
- 25.9.1** The Superintendent may propose issues to be addressed by HSSC/MSSC and the Superintendent and WEA President will discuss means to measure the effectiveness of the HSSC/MSSC in effecting positive outcomes for students.
 - 25.9.2** Effective with the ratification of the agreement, the electronic gradebook provided by the District shall be used to enter grades and a joint committee with equal membership appointed by the superintendent and WEA president shall study and make recommendations regarding expanded use including, but limited to grading at the elementary level.

CHAPTER 26 SPECIAL EDUCATION AND LEAST RESTRICTIVE ENVIRONMENT

- 26.1** Both parties acknowledge that Least Restrictive Environment (LRE) is mandated by federal and state law, i.e., placement must be based on the student's Individualized Education Program (IEP) or 504 Plan, in the LRE. LRE is the educational setting where students with disabilities participate with non-disabled peers to the maximum extent appropriate. The Ohio Revised Code specifies that the IEP team will, to the maximum extent appropriate, ensure that children with disabilities are educated with children who are nondisabled. Placement decisions begin with the assumption that children will be in the general education class in the same building they would attend if not disabled. The IEP team has the sole authority to determine placement of a student and such placement is not subject to the provisions of Chapter 11.
- 26.2** A joint Association/Administration advisory committee (LRE Advisory Committee - LREAC) will be established to provide District-level coordination and oversight of the actions, policies, and practices necessary to meet the LRE mandate.
- 26.2.1** The LREAC shall be composed of an equal number of administrators appointed by the Superintendent and unit member representatives appointed by the Association President. The Chairperson of the LREAC shall be one of the administrative appointees.

- 26.2.2** The LREAC is advisory in nature and shall submit its recommendations, if any, to the Executive Director of Pupil Services/Special Education, the Chief of Academic Affairs, the Executive Directors of Curriculum, the Superintendent, and the Association President.
- 26.2.3** The LREAC shall meet when needed at the call of the Association President or the Superintendent.
- 26.3** In the event that the District intends to apply for a waiver from the Ohio Department of Education to forego the recommended guidelines related to workload and/or caseload, the Association President will be notified and advised of the reasons for doing so.
- 26.4** Individualized Education Programs (IEP) and 504 Plans
- 26.4.1** Unit members who are currently instructing a student shall participate in and contribute to the development of the ETR, IEP or 504 plan.
- 26.4.1.1** Every reasonable effort will be made to schedule such meetings during the contract day.
- 26.4.1.2** If such meetings must be scheduled outside the contract day, the participating unit members shall be eligible for Professional Development Activity Credit pursuant to Section 9.4. (Such time outside the contract day must be for a minimum block of thirty (30) minutes and in blocks of fifteen (15) minutes beyond the minimum.) The amount of time shall be verified by the District representative (administrator). Such verification shall be attached to the appropriate In-Service request form.
- 26.4.2** Each IEP shall have a designated facilitator who shall be responsible for coordinating the development and implementation of the plan, as well as for evaluating progress. With the exception that, any Intervention Specialist who has a caseload that is at the state-determined maximum on the first day of the first semester may request and shall be granted one day of release time to be used for IEP planning during the first semester; and any Intervention Specialist who has a caseload that is at the state-determined maximum on the first day of the second semester may request and shall be granted one day of release time to be used for IEP Planning during the second semester. Such days shall not be granted on a Monday or a Friday or the days preceding or following a holiday or break.
- Each Related Service Provider who has a caseload that is at the state determined maximum on the first day of the first semester may request and shall be granted one day of release time to be used for IEP planning; and who has a caseload that is at the state-determined maximum on the first day of the second semester may request and shall be granted one day of release time to be used for IEP Planning.
- Alternative assessments – For each three (3) alternate assessments for state standardized tests that a special education teacher performs, the teacher may request one (1) professional day for the purpose of working on the three (3) alternate assessments. The written request must be submitted to the Director of Special Education (or appropriate title) at least two weeks before the requested professional day. Additional days may be granted upon approval of the Director of Special Education (or appropriate title).
- 26.4.3** Each 504 Plan shall have a designated facilitator who shall be responsible for coordinating the development and implementation of the plan. In consultation with the guidance counselor, the building principal will determine who will participate in the development of the initial 504 plan, consistent with Administrative Guideline 2260.01A. The team that is to develop the initial 504 plan shall consist of at least three school employees.
- 26.4.4** A unit member who does not agree with an IEP or 504 Plan may file a written statement of disagreement that will be filed with the original and all copies.

- 26.4.5** If any of a student's current service providers have a reasonable basis to believe that a student's current IEP or 504 Plan is not meeting the student's unique needs, he/she should first contact the designated facilitator for that student's plan. If unresolved, the service provider may request the building administration (principal or special education coordinator) review the concern, identify needed action, or reconvene the IEP/504 team.
- 26.4.6** A bargaining unit member who is responsible for carrying out any part of an IEP or 504 Plan, who has filed a written statement of disagreement, and who does not agree with the decision(s) made pursuant to **Section 26.3.5** or who continues to have a problem with carrying out his/her responsibilities under the IEP or 504 Plan, may request a conference with the building administration (principal or special education coordinator), or the executive director of pupil services/special education. The unit member, however, must continue to implement the IEP or 504 Plan as written and agreed to by the District and parent.
- 26.4.7** A list of students with disabilities by name, grade, and designated facilitator for each District building will be available to affected unit members from the Building Principal at the start of the school year. The availability of such list will be subject to the confidentiality requirements of FERPA, i.e., only the names of students for whom the unit member has legitimate educational interest, will be released.
- 26.5** No unit member shall be required, but may if willing, to assist a student with caring for the student's personal bodily needs or to physically lift a student for any reason.
- 26.6** No unit member shall be required, but may if willing, to administer any medicine or to perform any medical procedure that requires specialized skills not usually expected of such unit member.
- 26.7** Notwithstanding **Sections 26.4** and **26.5**, a unit member may perform such functions that are related to his/her area of certification to the extent allowed by federal law, state law, and/or rules and regulations promulgated by the certification area's appropriate governing body.
- 26.8** The Board recognizes the need to provide an adequate intervention and assessment process, to employ a sufficient number of related service staff and to correlate assessment results with the classroom teacher's instruction so as to better meet the needs of all students in the Westerville Schools.
- 26.9** For the term of this Agreement (through July 31, 2024), unit members assigned to a pre-school classroom shall instruct students four consecutive days during a Monday through Friday work week. In the event the law changes mandating a change in the pre-school week, the Board will make the changes necessary to comply with law. In place of daily planning time, pre-school teachers are provided with a full-day of planning time to be used at their discretion each week on the non-instructional day (Monday or Friday). The day of teacher-directed planning time is provided to pre-school teachers to allow them additional time to meet the unique requirements of the pre-school program, including but not limited to the following: lesson and curriculum planning, team planning, home visits, parent conferences, pre-school site visits, and IEP responsibilities as related to the needs of parents and families. Pre-school staff shall receive at least two (2) school days' advance notice of staff meetings.
- 26.10** The Board agrees to hold meetings with WEA representation at mutually agreeable times to discuss concerns raised regarding special education enrollment and caseloads, including but not limited to psychologists and pre-school teachers.
- 26.11** Unit members who are related service providers or intervention specialists shall have one (1) school building designated as that unit member's home building.
- 26.11.1** Annually and prior to the first student day, the unit member will be informed in writing of his/her home building.

26.11.2 The unit member's designated home building will be the building in which the unit member attends faculty meetings as defined in **Section 6.3.1**.

CHAPTER 27 COLLEGE CREDIT PLUS

- 27.1** Unit members shall be given the first opportunity to teach College Credit Plus Courses taught on the High School Campuses. In order to be qualified to teach a College Credit Plus (CCP) course, the unit member must meet the credential standards of the Ohio Department of Higher Education (ODHE) and the Institute of Higher Education (IHE). If the District requests a certain unit member to teach a CCP course and the unit member agrees to provide the instruction, but the unit member needs to take additional coursework to qualify, the District will pay the costs of those classes.
- 27.2** Participation and ability to take courses toward satisfying the credential standards set forth by ODHE and the participating IHE must be approved by the Superintendent/designee in order to be eligible for District reimbursement. These funds are not part of the Fee Waiver language contained in Chapter 10 of this Agreement. In order to be eligible for CCP coursework reimbursement, the unit member must pass the class with a grade C or better.
- 27.3** Once a unit member completes the requirements to teach a CCP course for which the District pays the costs, he/she must remain employed by the District for a minimum of two (2) years unless the CCP course is no longer offered or the District relieves the unit member of his/her teaching duties, or the CCP program is canceled. If the unit member does not fulfill the two (2) year minimum time period as defined above, the unit member will be required to pay back the District the amount the unit member had been reimbursed for college coursework.
- 27.3.1** Credentialed members can, after a two (2) year period, request to opt out of teaching CCP courses, but only if there is another member willing to teach and/or become credentialed to teach the CCP course.
- 27.4** The unit member shall be given professional leave time to attend mandatory meetings/training with the college partnering with the District to provide CCP courses provided the training occurs during the contractual work year/work day. If the unit member is required to attend mandatory meetings/training with the college outside of the contractual work year/work day, the unit member shall be compensated as follows:
- 27.4.1** If the work is outside the contractual work year, the member will be paid at the substitute rate; if the work is outside of the contractual work day, the member will be paid at the hourly rate established in **Schedule S**.
- 27.5** A unit member may decline a request by the administration to obtain additional coursework required to be credentialed to teach a CCP course.
- 27.6** Any evaluation conducted by the college of a unit member instructing a CCP course shall not have any force or effect on the unit member's District evaluation.

**CHAPTER 28
MEDICAID BILLING**

- 28.1 Each bargaining unit member, who by virtue of their work assignment is required to complete Medicaid billing, shall be provided the equivalent of up to four (4) contract days at the individual bargaining unit member's per diem in order to complete such billing.
- 28.2 Each bargaining unit member shall keep a timesheet of the hours he/she has worked outside of the contract day to complete Medicaid billing.
- 28.3 Each bargaining unit member shall submit his/her timesheet to the District Treasurer's office to be processed for payment. All timesheets for the current school year must be submitted to the Treasurer no later than June 15 to be paid.
- 28.4 Payment shall be made to the bargaining unit member within thirty (30) calendar days of the Treasurer's receipt of the unit member's timesheet.

**CHAPTER 29
IMPLEMENTATION AND DURATION**

- 29.1 This contract shall be effective as of 12:01 A.M., August 1, 2021, and will continue in full force and effect through midnight, July 31, 2024.
- 29.2 Notice for negotiation of a successor contract shall be pursuant to the procedure outlined in **Chapter 2**.
- 29.3 Provisions in this contract shall supersede any rules, regulations, individual contracts or practices of the Board that might be contrary or inconsistent with the terms of this contract. This contract contains the full and complete contract between the Board and the Association.
- 29.4 All prior negotiated agreements between the parties, not contained in this contract, are null and void.
- 29.5 If any provision of this contract is held to be unlawful by a Court of Law having proper jurisdiction, then such provision shall be deemed invalid, except to the extent permitted by law; but all other provisions otherwise not affected will continue in full force and effect. At such time and within thirty (30) days of the parties becoming aware of the court ruling, both parties shall meet to discuss and re-negotiate the item(s) affected. Should the parties not reach agreement over the affected provision(s) thirty (30) days after the initial bargaining session, the contractual MAD found in Chapter 2, Section 2.3 shall be utilized to resolve the dispute.
- 29.6 Two (2) representatives each of the Board and the Association will meet upon written request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that might arise under its provisions. These meetings are not intended to bypass the grievance procedure.
- 29.7 Each party will submit to the other, at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
- 29.8 Should such a meeting result in a mutually acceptable amendment of the Contract then, the amendment shall be subject to ratification by the Board and the Association.
- 29.9 Upon adoption and ratification of this contract by the Association and the Board, it shall become binding on all parties.

29.10 In witness whereof the parties have caused this contract to be executed on the day and year first above mentioned.

WESTERVILLE EDUCATION ASSOCIATION

WESTERVILLE BOARD OF EDUCATION

Thomas J. Gelpi 1/20/2022
President Date

Vaughn Bell 1-28-2022
President Date

Kelly Madril 1/20/2022
Vice President Date

Ray West 1-24-22
Vice-President Date

J. R. Kellogg 1/21/2022
Superintendent Date

Nicole Marshall 1/21/2022
Treasurer Date

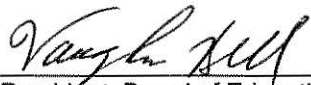
**SECTION 5705.412
CERTIFICATE OF ADEQUATE REVENUES
OAC Section 3301-92-05
Wage or Salary Schedule**

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Westerville City School District, hereby certify based on current estimates of School District revenue and expense made in conformity with regulations of the Auditor of State and the Ohio Department of Education, that with respect to the attached Wage or Salary Schedule:

The school district has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and an equivalent number of days for each succeeding fiscal year in which the wage or salary schedule will be in effect.

IN WITNESS WHEREOF, we have hereunto set out hands on 1/21/2022.

WESTERVILLE CITY SCHOOL DISTRICT
FRANKLIN COUNTY, OHIO

By: 
Title: President, Board of Education

By: 
Title: Superintendent

By: 
Title: Treasurer

**Memorandum of Understanding
SITE-BASED DECISION-MAKING**

The Westerville City School District and the Westerville Education Association support and endorse a process of Site-Based Decision-Making (SBDM) that will deliberately place greater authority and responsibility for education and related decisions within the Westerville high schools. This site-based decision-making will be a collaborative process through a (CISC) at each site involving affected stakeholders. It will enable committed participants to reach consensus and to facilitate change for quality learning and continuous improvement. Each high school's CISC shall submit by June 1 of each school year, a report to the HSSC assessing that site council's learning's, successes, and identified areas for improvement as a site council.

A. HIGH SCHOOL CONTINUOUS IMPROVEMENT AND REDESIGN STEERING COMMITTEE (HSSC)

To oversee this process, the high school continuous improvement and redesign steering committee (HSSC), as defined below, will serve as the oversight committee for SBDM with responsibility to:

1. To give direction and guidelines to the process;
2. To be responsible for charges, recommendations, and review on the delivery of educational services and the redesign of the high schools;
3. To make decisions with respect to pace and scope of process and to recommend additional best practices as needed for SBDM through the Continuous Improvement Site Council (CISC) for the District and the schools, subject to the parties' approval;
4. Make recommendations to the Board, the Association and/or State for waivers;
5. To review individual school CISC constitutions and by-laws to ensure consistency with new best practices;
6. To attain resources and other support;
7. To establish general steps for preparation and training, to be certain that pace and support are in harmony, and keep the change process moving;
8. To collaborate in assisting the process when it runs into difficulties and obstacles,
9. To jointly listen, learn from, and practice the problem solving at the system level that the school sites will be modeling locally.
10. The HSSC shall develop its own operating procedures, including what constitutes and how to reach consensus;
11. To establish an internal dispute resolution procedure for potential interpretation and compliance with the SBDM Guidelines. These guidelines are not subject to the grievance procedure contained in **Chapter 11** of the collective bargaining agreement between the WEA and the Board; and
12. To develop procedures and policies for determining budgetary resources available to CISCs to plan and implement programs and projects delegated/assigned to the CISCs.

B. HSSC STRUCTURE

The HSSC High School Continuous Improvement and Redesign Steering Committee (HSSC) shall be the oversight committee for SBDM in the Westerville high schools beginning with the ratification of these guidelines:

1. The HSSC shall be composed of the Superintendent or designee; the WEA President or designee; the high school principals and/or designee from North, South, and Central; six (6) high school teachers appointed by the WEA President. The Superintendent and the WEA President will select co-chairs for the Committee.
2. The Superintendent and the WEA President may change their respective appointments upon notification to other party. (Within 10 working days from the vacancy).
3. The HSSC shall meet at least once each month, and may meet more often as determined by the Committee.
4. The minutes of all meetings shall be distributed to all members of the HSSC prior to the next meeting.
5. Bargaining unit members serving on HSSC will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to a limit of \$1,200 per person per year.

The Joint Supplemental Review Committee will be charged with reviewing the amount of time individuals on the HSSC spend at HSSC meetings and will, where it deems appropriate, make recommendations pursuant to **Chapter 20**.

C. CONTINUOUS IMPROVEMENT SITE COUNCIL

Each high school building shall have a Continuous Improvement Site Council (CISC). The size of the school, the size and complexity of its instructional staff, its grade levels, all will influence the Committee composition. However, the Committee will be comprised of no fewer than eleven (11) members. The bargaining unit members of the team will be elected/selected by their constituent groups in keeping with the site's constitution/bylaws. The majority of the committee shall be bargaining unit members. Membership shall be determined annually and shall consist of the building principal or his/her designee; the principal may appoint up to two (2) additional administrators, a WEA FAC representative; one (1) WESSA staff member; one (1) OAPSE staff member; one (1) parent, and one (1) student. The parent and student shall be determined by consensus of the other members of the team. The manner in which the classified staff member is recommended for appointment to the CISC will be determined through agreement between the Board of Education and WESSA, and the Board and OAPSE Local 138, respectively.

The Continuous Improvement Site Council may at its option create Building Project Design Teams to address specific site concerns. Notification of the formation of all site-based decision-making teams shall be made to all bargaining unit members at the site. All subsequent teams shall be formed in a manner determined by the CISC. These teams shall be one of two types: (1) Site-based decision-making body that has been empowered to make decisions and must adhere to the training requirements for serving on said team. (2) Site-based study team that has been charged by the CISC to review/study a specific area and report its findings back to the CISC. This second type is not bound by the training requirements.

Bargaining unit members serving on CISCs/teams will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in Schedule S up to a limit of \$1200 per FTE bargaining unit member per year. The total number of FTE's per site CISC will be nine (9). Should the site CISC choose to fractionalize the payment for attendance it will be at a maximum of nine (9) [Ex. Nine CISC members + seven design team members = sixteen FTE x 9/16 **Schedule S**].

The HSSC shall study the following relating to department facilitators and each High School site council:

- (a) job descriptions and actual duties of department facilitators and the charge and functioning of the site councils as well as the interplay, if any, of each with the goal of determining if there are changes in the department facilitator job description that will promote efficiencies in the functioning of each group,
- (b) The committee shall, where it deems appropriate, make recommendations to the Supplemental Salary Review Committee pursuant to Chapter 20 by the beginning of the second semester 2008.

D. CONTINUOUS IMPROVEMENT SITE COUNCIL FUNCTIONS

1. Meetings of the Continuous Improvement Site Council shall be held at least once a month. The method for calling additional meetings shall be determined by the CISC.
2. Agendas for all CISC/teams shall be developed by the principal or his/her designee and the WEA representative of the CISC. Items for the agenda should be submitted in writing five (5) days prior to the meeting and the agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or his/her designee and WEA representative may mutually waive the five-day requirement.
3. Minutes of all CISC/team meetings shall be recorded and copies distributed to all members at the site. Minutes shall provide evidence that affected stakeholders have been identified and represented, consensus has been achieved, procedures for collecting and analyzing data have been described and anticipated outcome has been stated. The CISCs will also submit their meeting minutes to the HSSC at the same time they are sent out in the building.
4. The work of CISC/teams shall demonstrate a commitment to continuous improvements by making quality decisions reflecting up-to-date research, methodologies and innovative practices, and by evaluating the effectiveness of those decisions.

5. The CISC/teams will use the "decision framework" checklist (Appendix B) when initiating and documenting a proposal.
6. The scope of decision-making is limited to building's Continuous Improvement Plan. In addition, should a building not achieve Adequate Yearly Progress (AYP), as provided in the No Child Left Behind Act, the CISC will be charged to develop and provide recommendations relative to the improvement plan, as required by law. For purposes of addressing AYP the CISC may be expanded to include additional parents if required by law. Building proposals that exceed this scope will submit their request to the HSSC for acceptance, modification, or denial.
7. The CISC will have the responsibility of providing building-specific direction and support for the District's school improvement plan by establishing and communicating their individual school's improvement goals consistent with this plan. They will also create procedures for achieving these improvements, including, but not limited to:

The development and maintenance of building teams that review research, gather data, and provide data-driven recommendations to their building regarding establishment of school improvement goals;
 Planning for specific SBDM training on the building level;
 Facilitating communication among all school stakeholders;
 Acting as an informational resource to the school community.

8. The CISC will identify and request of the HSSC, the budgetary resources necessary to plan and implement all the program/projects assigned/delegated to the CISC; and manage the allocation of the resources provided to the CISC for the assigned/delegated programs/projects.
9. The CISC/teams functions shall include assessing building unit members on professional development/in-service topics for use during early release days that are relevant, meaningful and appropriate to the staff as well as aligned with the data supported needs of the building; recommend such topics to the Superintendent/designee and the Association President/designee; and provide evaluation of each professional development/in-service effort (District and building level) through a post evaluation of each in-service activity (relevant, meaningful and appropriate to the staff as well as aligned with the data supported needs).
10. In addition, the CISC/team's functions shall include studying and making recommendations regarding alignment of professional development/in-service programs, inclusion of relevant, meaningful and appropriate professional development and growth opportunities through the electronic system for tracking professional development. Included as part of the June report on learning's, successes, and identified areas for improvement as a site council shall be an account of progress toward and improvement of professional practice and future professional development activities.

E. TRAINING

1. Between May 1 and Central OEA/NEA Day all persons who will be serving on any site-based decision-making CISC/team will receive at least six (6) hours of training in site-based decision-making skills. The training shall include identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member; different levels of decision-making and using timed agendas.
2. Recognizing that Continuous Improvement Site Councils are on a continuum of development, the Board will provide ongoing support in terms of training. The HSSC will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the site-based decision-making skills as identified in paragraph 1 above; (2) each site's progress in development and implementation of its continuous improvement plans; (3) such other factors as may enhance the effectiveness of the CISCs.
3. All SBDM training will be at the District's expense.
4. The District and the Association shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

F. CONSENSUS

Decisions of the CISC shall be arrived at by the use of consensus. The decisions of the CISC will be referred to the staff as a whole for its concurrence. Concurrence shall be by a secret ballot vote with 2/3 affirmative

votes, of the site's FTE bargaining unit members, necessary for acceptance of any CISC recommendation. (Excluding unit members on approved leave of absences) The CISC will be responsible for establishing procedures, conducting the vote, and make every reasonable effort to have all bargaining unit members vote.

G. DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to the "CISC Functions" section of this contract.
2. The parties agree that we are willing to endorse the SBDM process. However, none of us are able to set aside our legal responsibilities or certain dimensions of our organizational roles. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee negotiated agreements.
3. The High School Continuous Improvement and Redesign Steering Committee will accept requests for waivers from an existing Board policy, Administrative regulation, or a portion of the Labor Agreement, providing that certain conditions are met, these conditions are:
 - a) The CISC has arrived at consensus on the issue and has secured the necessary vote of the staff for concurrence;
 - b) Has presented it to the HSSC in a timely manner;
 - c) Has documented the necessity/reasons for the requested waiver.
4. The HSSC will consider the request for waiver, and if approved by the HSSC, the requests will then be referred to the appropriate mechanism for action (i.e. if touching the labor contract with the Association, to its Executive Committee for approval, if dealing with regulations to the Superintendent's Office, etc.)
 - a) It is clearly understood that these exceptions are not precedent setting, are site specific, not system-wide;
 - b) Any waivers are temporary and are automatically rescinded each June 15, unless specifically extended;
 - c) The sites report to the HSSC the learning's, successes and failures based on these exceptions.

Decision Framework

Continuous Improvement Site Councils will pursue a standard of methodology when initiating proposals within their schools. This consistent, research-driven approach will open the lines of communication between the schools, the Central Office staff and the HSSC; and will enhance the effectiveness of the decision-making process.

- A. Continuous Improvement Site Councils will use the following Decision Framework checklist when initiating and documenting a proposal. Consideration of these questions will provide a comprehensive understanding of the potential impact of the proposal on the building and the District.
 - Describe the proposed innovation and its purpose.
 - What is the relationship to the building's and the District's school improvement goals?
 - What is the relevant research and comprehensive needs assessment data that supports this proposal?
 - How will it impact students?
 - How will it impact parents?
 - How will it impact teachers and staff?
 - How will it affect school climate?
 - When will it be implemented?
 - What will it cost? In the long term, how much will be saved?
 - Are there state and/or federal regulations that govern this action?
 - What impact will it have on state and federal mandates required by special ed., gifted ed., vocational ed., etc.?
 - Is it in keeping with District policies?
 - What are the contractual implications?
 - What are the legal considerations/liabilities?
 - Does it impact the school calendar?

- Does it impact Central Services (building and grounds, transportation, food services, technology services, printing services, purchasing, accounting services, payroll services)?
 - Have you consulted with the appropriate Central Office departments?
 - How will we evaluate the proposal's effectiveness?
 - Does the District have the financial resources to implement the plan?
 - If using grant dollars, is it in compliance with applicable grant requirements and guidelines?
- B. The CISCs will submit their meeting minutes to the HSSC.
- C. The Superintendent retains the final authority in advisement with the Board of Education.
- D. Plans approved by HSSC must be submitted to the Superintendent, who may submit them to the Board for consideration and a vote.

TEACHING AND LEARNING STEERING COMMITTEE
AND SITE COUNCIL
MIDDLE SCHOOL

The Westerville City School District Board of Education and the Westerville Education Association support and endorse a process of Teaching and Learning Decision-Making that will deliberately place greater authority and responsibility for education and related decisions within the Westerville middle schools. This Teaching and Learning Decision-Making will be a collaborative process through the establishment of a Teaching and Learning Site Council (TLSC) at each middle school site involving affected stakeholders. It will enable committed participants to reach consensus and to facilitate change for quality learning and continuous improvement. Each middle school's TLSC shall submit by June 1 of each school year, a report to the MSSC assessing that site council's learnings, successes, and identified areas for improvement as a site council.

A. MIDDLE SCHOOL TEACHING AND LEARNING STEERING COMMITTEE (MSSC)

To oversee this process, the Middle School Steering Committee (hereinafter referred to as the "MSSC"), as defined below, will serve as the oversight committee for teaching and learning decision-making with responsibility to:

1. Give direction and guidelines to the process;
2. Be responsible for charges, recommendations, and review on the delivery of educational services and the design of the middle schools
3. To make decisions with respect to pace and scope of process and to recommend additional best practices as needed for teaching and learning site base decision-making through the Teaching and Learning Site Councils (TLSC) for the District and the schools, subject to the parties' approval;
4. Make recommendations to the Board, the Association and/or State for waivers;
5. To review individual school TLSC constitutions and by-laws to ensure consistency with new best practices;
6. Attain resources and support;
7. To establish general steps for preparation and training, to be certain that pace and support are in harmony, and keep the change process moving;
8. Collaborate in assisting the process when it runs into difficulties and obstacles;
9. Jointly listen to, learn from, and practice the problem solving at the system level that the school sites will be modeling locally;
10. The MSSC shall develop its own operating procedures, including what constitutes and how to reach consensus;
11. To establish an internal dispute resolution procedure for potential interpretation and compliance with the SBDM Guidelines. These guidelines are not subject to the grievance procedure contained in Chapter 11 of the collective bargaining agreement between the WEA and the Board;
12. Develop procedures and policies for determining budgetary resources made available by the Board to plan and implement TLSC recommendations.

The Middle School Steering Committee (MSSC) shall consist of equal representation of administrators and bargaining unit members and shall be the oversight committee for each building's TLSC.

The (MSSC) shall be composed of four (4) administrators and four (4) bargaining unit members. The Superintendent or Designee and the WEA President or designee will select co-chairs for the Committee.

1. The Superintendent and the WEA President may change their respective appointments upon notification to other party. (Within 10 working days from vacancy).
2. The MSSC shall meet at least once each month, and may meet more often as determined by the Committee.
3. The minutes of all meetings shall be distributed to all members of the MSSC prior to the next meeting.
4. The MSSC shall develop its own operating procedures, including what constitutes and how to reach consensus.

5. Bargaining unit members serving on the MSSC will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to a limit of \$1200 per FTE bargaining unit member per year.

C. TEACHING AND LEARNING SITE COUNCIL

Each middle school building shall have a Teaching and Learning Site Council (hereinafter referred to as "TLSC"). The bargaining unit members of the team will be elected/selected by their constituent groups in keeping with the site's constitution/bylaws. Membership of the TLSC shall be minimally: no fewer than four (4) bargaining unit members, which includes a WEA Representative (appointed by the WEA President), the building principal or his/her designee; and the principal may appoint up to two (2) additional administrators (total 3 administrators). The Principal and the WEA Representative shall be co-chairs.

D. TEACHING AND LEARNING SITE COUNCIL FUNCTIONS

1. Meetings of the Teaching and Learning Site Council (TLSC) shall be held at least once a month. The method for calling additional meetings shall be determined by the TLSC.
2. Agendas for all TLSC/teams shall be developed by the principal or his/her designee and the WEA Representative. Items for the agenda should be submitted in writing five (5) days prior to the meeting, and the agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or his/her designee and the WEA Representative may mutually waive the five-day requirement.
3. Minutes of all building level TLSC meetings shall be recorded and copies distributed to all bargaining unit members at the site. Also, the TLSCs will submit their meeting minutes to the Superintendent and to the Association President.
4. The work of the TLSC shall demonstrate a commitment to professional development and use of time by making quality decisions reflecting up-to-date research, methodologies and innovative strategies and performance measures, and by evaluating the effectiveness of those decisions that result in improved student achievement as measured, in part, by the states accountability system.
5. The TLSC will have the responsibility of providing building-specific direction and support for the site's constitution/bylaws, the use of time, and professional development plans; and by establishing and communicating their individual school's improvement goals consistent with this plan. In addition, should a middle school building not achieve Adequate Yearly Progress (AYP), as provided in the No Child Left Behind Act, the TLSC will be charged to develop and provide recommendations relative to the improvement plan as required by law. For purposes of addressing AYP the TLSC may be expanded to include parents if required by law. They will also create procedures for achieving these improvements, including:

The development and maintenance of building committees that review research, gather data, and provide data-driven recommendations to their building regarding establishment of the professional development and use of time goals aligned with the student achievement targets of the District.

Planning for specific Teaching and Learning Site Based Decision-Making training at the building level;

Facilitating communication among all school stakeholders.

6. The TLSC will identify and request of the MSSC the budgetary resources necessary to plan and implement all the professional development and use of time activities; and manage the allocation of the resources provided by the Board. If requested resources are not made available, the TLSC may identify alternative options.
7. Bargaining unit members serving on TLSCs will have release time during the day or will be paid for attendance at scheduled meetings outside the contract day at the hourly rate established in **Schedule S** up to a limit of \$1200 per FTE bargaining unit member per year.

E. CONSENSUS

Decisions of the TLSC shall be arrived at by the use of consensus. The decisions of the TLSC will be referred to the staff as a whole for its concurrence. Concurrence shall be by a secret ballot vote with 2/3 affirmative votes, of the site's FTE bargaining unit members, (Excluding unit members on approved leave of absences) necessary for acceptance of any TLSC recommendation. The TLSC will be responsible for establishing procedures, conducting the vote, and make every reasonable effort to have all bargaining unit members vote.

F. TRAINING

1. All persons who will be serving on any TLSC will receive at least six (6) hours of training in teaching and learning decision-making skills. The training shall include identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member; different levels of decision-making and using timed agendas.
2. Recognizing that the Teaching and Learning Site Councils are on a continuum of development, the Board will provide ongoing support in terms of training.
3. The MSSC will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the building level teaching and learning decision-making skills; (2) each site's progress in development and implementation of its professional development and use of time plans; (3) such other factors as may enhance the effectiveness of the Site Steering Committee.
4. The MSSC and each site's TLSC shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

G. DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to the "TLSC Functions" section of this contract.
2. The parties agree that we are willing to endorse the SBDM process. However, none of us are able to set aside our legal responsibilities or certain dimensions of our organizational roles. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee negotiated agreements.
3. The Middle School Teaching and Learning Steering Committee (MSSC) will accept requests for waivers from an existing Board policy, Administrative regulation, or a portion of the Labor Agreement, providing that certain conditions are met. These conditions are:
 - a) The TLSC has arrived at consensus on the issue and has secured the necessary vote of the staff for concurrence;
 - b) Has presented it to the MSSC in a timely manner;
 - c) Has documented the necessity/reasons for the requested waiver.
4. The MSSC will consider the request for waiver, and if approved by the MSSC, the requests will then be referred to the appropriate mechanism for action (i.e. if touching the labor contract with the Association, to its Executive Committee for approval, if dealing with regulations to the Superintendent's Office, etc.).
 - a) It is clearly understood that these exceptions are not precedent setting, are site specific, not system-wide;
 - b) Any waivers are temporary and are automatically rescinded each June 15, unless specifically extended;
 - c) The sites report to the MSSC the learnings, successes and failures based on these exceptions.

Decision Framework

Teaching and Learning Site Councils will pursue a standard of methodology when initiating proposals within their schools. This consistent, research-driven approach will open the lines of communication between the schools, the Central Office staff and the MSSC; and will enhance the effectiveness of the decision-making process.

A. Teaching and Learning Site Councils will use the following Decision Framework checklist when initiating and documenting a proposal. Consideration of these questions will provide a comprehensive understanding of the potential impact of the proposal on the building and the District.

- Describe the proposed innovation and its purpose.
- What is the relationship to the building's and the District's school improvement goals?
- What is the relevant research and comprehensive needs assessment data that supports this proposal?
- How will it impact students?
- How will it impact parents?
- How will it impact teachers and staff?
- How will it affect school climate?
- When will it be implemented?
- What will it cost? In the long term, how much will be saved?

- Are there state and/or federal regulations that govern this action?
 - What impact will it have on state and federal mandates required by special ed., gifted ed., vocational ed., etc.?
 - Is it in keeping with District policies?
 - What are the contractual implications?
 - What are the legal considerations/liabilities?
 - Does it impact the school calendar?
 - Does it impact Central Services (building and grounds, transportation, food services, technology services, printing services, purchasing, accounting services, payroll services)?
 - Have you consulted with the appropriate Central Office departments?
 - How will we evaluate the proposal's effectiveness?
 - Does the District have the financial resources to implement the plan?
 - If using grant dollars, is it in compliance with applicable grant requirements and guidelines?
- B. The TLSCs will submit their meeting minutes to the MSSC.
- C. The Superintendent retains the final authority in advisement with the Board of Education.
- D. Plans approved by MSSC must be submitted to the Superintendent, who may submit them to the Board for consideration and a vote.

Memorandum of Understanding
Between the Westerville Education Association
and the Westerville Board of Education

The WEA and the Westerville City School District Board of Education believe that teachers should have input in regard to the use of digital curriculum for whole class instruction (for graduation credit), as instructional materials in the classroom, or as part of an Educational Options learning opportunity. In an effort to examine best practices, define standards and establish guidelines for use related to the use of digital content, the WEA and the Board agree to establish a joint team of eight (8) members, with four (4) appointed by the WEA President/designee and four (4) appointed by the Superintendent. The committee will be co-chaired by one of the appointed WEA members as determined by the Association President and one of the members appointed by the Superintendent. The co-chairs will have shared responsibility for determining meeting dates, times, sites, agendas, maintaining records of meetings and providing final recommendations. The committee will meet once a month during the school year for the duration of the contract (through August 31, 2021) and will provide the final set of recommendations to the Superintendent and the WEA President by May 1st of each contract year. WEA members will be compensated for any meeting time that occurs outside of the contractual day at the hourly rate established in **Schedule S**. Any recommended additions and/or changes to the Master Agreement between the parties shall be subject to approval by the Board and ratification by the Association.

The committee will develop a set of standards for the use of digital content for both course work and instructional materials. Since digital curriculum is frequently used as part of Credit Flex/Educational Options, it would be appropriate to include a review of the District's policy and process in relation to a set of standards for the use of digital curriculum.

It is the expectation that the District will ensure that the highly qualified teacher (HQT) standards outlined by ODE as related to the Credit Flex, digital courses and Educational Options will apply to digital courses and Credit Flex.

FOR THE WEA:

FOR THE BOARD:

Date: _____, 2015

Date: _____, 2015

**Memorandum of Understanding
Between
Westerville Board of Education
And
Westerville Education Association**

Substitutes for Reading Assessment

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding. As a result of discussions between the parties, it is agreed to the following:

Substitutes for Reading Assessment

Substitutes will be provided for the equivalent of 1 student day in the Fall (prior to parent-teacher conference days) and the equivalent of 1 student day in the Spring (before the end of the school year) per teacher in grades K-5 in order that the teachers may conduct student-reading assessments as Administratively determined. Kindergarten teachers assigned two half-day sessions will be provided the equivalent of 2 student days in the Fall and 2 student days in the Spring.

Special Education teachers, with the approval of their building principal, who are responsible to teach reading, and who test ten (10) or more students shall be provided a substitute, once in the Fall (prior to parent teacher conference days) and once in the Spring (prior to the end of the school year) to conduct necessary reading assessments.

**Memorandum of Understanding
Between
Westerville Board of Education
And
Westerville Education Association**

The Westerville City School District Board of Education and the Westerville Education Association hereby enter this memorandum of understanding. As a result of discussions between the parties, it is agreed that the following guideline will be followed:

- A. Effective with the commencement of the 2002-03 school year, elementary bargaining unit members will not be required to perform recess or cafeteria duties except after all reasonable efforts have been made to obtain a substitute for a person employed to perform such duty and in case of emergency.
1. During recess and lunch periods when a teacher is not assigned his/her regular class and not during the teacher's lunch period, the teacher shall engage in one or more of the following student related tasks:
- a) student contact
 - b) professional contact with parents
 - c) grading
 - d) student assessment
 - e) student intervention
 - f) professional development
 - g) student enrichment
 - h) team planning
 - i) lesson and curriculum planning
 - j) photo copying materials for use in classroom or otherwise by students
 - k) Staff and/or parent collaboration
 - l) On-line communication of student assessments and grades

In each building, one unit member shall be designated as the person to be contacted in the event an emergency arises during lunch or recess. On the days a person serves in this capacity, he/she shall not be assigned any duties. (This may be scheduled on a 1-day on a 6-day rotation or as determined at a building level by mutual agreement of the Principal and the staff.) Throughout the term of this contract the board will study the effectiveness of the use of duty aides and teachers' time engaging in one or more of the above tasks during recess and lunch, staffing issues and/or continuation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WESTERVILLE BOARD OF EDUCATION
AND
THE WESTERVILLE EDUCATION ASSOCIATION
Specials on a Five-Day Week Schedule**

After discussion between the parties with regard to the scheduling of certain bargaining unit members in the elementary schools, the following conditions are agreed:

1. The Superintendent retains the statutory and contractual authority to assign bargaining unit members.
2. The Superintendent shall exercise such authority in all day Kindergarten and grade one through grade five so as to accommodate a Monday - Friday schedule, thus allowing for planning time four (4) days out of five (5) for the classroom teacher during the student day.
3. The Monday - Friday schedule shall afford that students will be exposed to instruction by a specialist in music, art, or physical education on four (4) of the five (5) days for a minimum of forty (40) minutes per day.
4. The Monday - Friday schedule shall afford that half-day Kindergarten students will be exposed to instruction by a certified specialist who has a degree in one or more of these areas and is licensed to teach in one or more of the areas of music, art, or physical education on one of the five (5) days (Monday – Friday) for a minimum of thirty (30) minutes per day.

The parties agree that this modification of the Specials Schedule from a 6-day rotation to a Monday through Friday rotation schedule will not result in the Board having to add any new FTE for this schedule to operate.



CERTIFICATE OF COMPLETION

**Westerville City Schools
936 Eastwind Drive
Westerville, Ohio 43081
(614)797-5700
Fax: (614)797-5701**

Name of Participant: _____

Building assignment: _____

Professional Development Activity Title: _____

Date(s): _____

Times(s): _____

Contact Hours: _____

Instructor/Facilitator: _____

Name of Authorized Administrator for this activity: _____

Title of Administrator: _____ Date: _____

Signature of Authorizing Administrator

WESTERVILLE CITY SCHOOLS
SICK PAID LEAVE AFFIDAVIT

Submit form along with Extended Leave Form (Neg. V) to HR, if absence is more than five 5 days.

Employee's Name: _____ Subject/Grade: _____
Building(s): _____ Position: _____ Date(s) Requested: _____

TOTAL DAYS _____ (If 1/2 day -- specify a.m. or p.m.)

CHECK ONE OF THE FOLLOWING REASONS FOR YOUR ABSENCE(S) on the dates specified above. If other days were missed for a different reason, submit a separate form for those days:

- _____ PERSONAL ILLNESS
- _____ FAMILY ILLNESS
- _____ DEATH IN FAMILY
- _____ PREGNANCY/ADOPTION Sick leave for pregnancy may be used for a total of twelve (12) weeks before and/or after the birth or adoption of a child
- _____ INJURY
- _____ EXPOSURE TO A CONTAGIOUS DISEASE THAT COULD BE COMMUNICATED TO OTHER EMPLOYEES OR TO SCHOOL CHILDREN

IF THE REASON FOR YOUR ABSENCE IS PREGNANCY/ADOPTION, PLEASE INDICATE

ANTICIPATED DUE DATE: _____

BIRTH OR ADOPTION DATE: _____

Signature of Employee

*NOTE: Falsification of a statement is grounds for suspension or termination of employment under O.R.C.-Sections 3319.081 and 3319.16. No sick leave shall be granted or credited to an employee after retirement or termination (O.R.C. 3319.141).

Office Use Only

| <u>NAME OF SUBSTITUTE(S)</u> | <u>DATE</u> | <u>TOTAL OF DAYS</u> |
|------------------------------|-------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Principal/Supervisor*

*NOTE: If this form is not signed by the principal, then the leave is not approved because the principal believes that there has not been valid use of sick leave as defined in the Master Contract.

WESTERVILLE CITY SCHOOLS
FEE WAIVER CARD APPLICATION

Please refer to the Master Contract between the Board and the Association before completing this form.

DATE: _____

LEGAL NAME _____
(Last) (First) (Middle) (School)

HOME ADDRESS _____

(Home Phone)

TYPE OF WAIVER:

OSU ___ OTTERBEIN ___ OHIO DOMINICAN ___ MT VERNON NAZ. ___ ASHLAND ___ CAPITAL ___

Term: _____ # Of Hours Requested _____ (maximum = 3 hours)

*If OSU, please provide OSU ID# _____

Waiver cards for OSU, Otterbein and Ohio Dominican cover the cost of 1 credit hour. Waivers for Capital cover the cost of one class. Ashland and Mt. Vernon Naz. waivers will state the amount covered by the waiver.

PREFERENCE ORDER (Check the Preference which applies)

1. _____ College course(s) needed to renew a certificate/license **required** for my current position.
2. _____ Working on an established graduate program leading to a degree and have attended one session during the previous twelve (12) months. Course(s) involved must be part of the established graduate program.
3. _____ Working on an established graduate program leading to a degree but have not attended one session during the previous twelve (12) months. Course(s) involved must be a part of the established graduate program.
4. _____ None of the above.

PRIORITIES (This area must to completed to determine eligibility/preference order)

1. _____ Have you indicated a willingness to participate in student field experience programs on Form Neg. G. (yes/no)?
2. _____ Have you had direct responsibility for a student in any college/university field experience program during the previous twelve (12) months (yes/no)?
3. _____ Years of service in the Westerville School System (indicate the number).

STAFF PARTICIPATION IN STUDENT FIELD EXPERIENCES

Westerville City Schools enters into an exchange of services agreement with various universities who request placement of any students in a variety of field experiences. In exchange for these services, tuition authorizations are made for school district professional staff who wish to enroll in college or university courses. This form is automatically collecting emails for Westerville City school users. PLEASE INDICATE YOUR WILLINGNESS AS A STAFF MEMBER TO PARTICIPATE IN THE VARIOUS FIELD EXPERIENCE ACTIVITIES AND SERVICES AS A COOPERATING TEACHER. Circle all that apply.

| | | |
|----------|---------------------------------|---------------------------------------|
| NAME | | DATE |
| BUILDING | YEARS OF WESTERVILLE EXPERIENCE | NEXT YEAR GRADE LEVEL SUBJECTS TAUGHT |

| | Willing to participate | Not willing to participate | Circle what applies |
|---|------------------------|----------------------------|---|
| Hosting a university student in early career exploration, 20-75 hours depending on university. Mostly Observation | Yes/No | Yes/No | Semester one Semester Two Semester 1 and 2 No Preference |
| Hosting a university student completing the field component of methods coursework or internship. Hours vary. | Yes/No | Yes/No | Semester one Semester Two Semester 1 and 2 No Preference |
| Hosting a student teacher, full time, full semester, written evaluations of student required | Yes/No | Yes/No | Semester one Semester Two Semester 1 and 2 No Preference |
| Supporting a university student completing requirements for tutoring/surveys, case, studies, interviews, and research | Yes/No | Yes/No | Semester one Semester Two Semester 1 and 2 No Preference |
| Supporting University student completing graduate coursework, hours, and specific requirements, TBD. | Yes/No | Yes/No | Semester one Semester Two Semester 1 and 2 No Preference |

Note: To qualify as a cooperating classroom teacher, a teacher shall hold the appropriate standard Certificated/Licensed, have a min. of 4 years of successful classroom experience, including at least 1 year of experience in the Field for which the service is being provided, with at least 1 year experience in the district.

WESTERVILLE CITY SCHOOLS
REQUEST FOR ASSAULT LEAVE

Date: _____

THIS FORM MUST BE COMPLETED PRIOR TO THE GRANTING OF ASSAULT LEAVE

NAME _____ BUILDING _____

Date and time of occurrence _____

Place where assault occurred _____

Identification of individual(s) causing the assault (if known) _____

Facts and circumstances surrounding the assault (please attach another sheet of paper if necessary).

Please attach a certificate from your physician describing the nature of the injury sustained causing your absence.

A teacher who is injured by an assault as defined in the Master Contract between the Association and the Board and has exhausted all of his/her assault leave and sick leave may request additional sick leave by resubmitting this form and checking this box

Please indicate the number of additional sick leave days you are requesting _____ .

Principal (Signature does not
indicate approval or disapproval)

Signature of Applicant

Superintendent

Neg. I
(Revised 3/13/78, 10/4/2010)
(Revised 6/04/2021)
(Revised 8/31/2021)

WESTERVILLE CITY SCHOOLS
REQUEST FOR PERSONAL LEAVE

Today's Date _____

Submit form to HR when you want to use your personal leave in conjunction with any
Type of extended leave (ex. Maternity, Adoption, Surgery):

1. (A) Employee's Name _____ (B) Subject/Grade _____
(C) Building(s) _____ (D) Days Requested _____
(E) Date(s) of Leave _____

2. _____ Unrestricted (up to three (3) per contract year)

3. Unusual Circumstances (Please check all that apply):

_____ A. Entails accumulated use beyond three (3) days

_____ B. *On the day preceding or the day following a Holiday, vacation period or during
the first or last week of school, or any Friday in the month of May.

_____ C. Other

Reason(s) _____

I certify I will use personal leave as indicated above.

Signature of Employee

Signature Principal/Supervisor

*If personal leave is taken for this reason on the day preceding or the day following a Holiday or vacation period, or during the first or last week of school, or any Friday in the month of May, the employee must submit written reasons for the request, in advance, to the Superintendent.

Superintendent/Designee

Date

WESTERVILLE CITY SCHOOLS
REQUEST FOR LEAVE

Date: _____

Instructions: Submit form to the Human Resource Department for action. Please refer to the appropriate Sections of the contract between the Board and the Association when filling out this form.

NAME: _____ BUILDING: _____

Requested Leave Date(s): _____ Grade/Subject level: _____

PAID LEAVE:

UNPAID LEAVE:

- 1. Jury Duty and Compulsory Appearance
2. Military Duty
3. Religious Leave
4. Professional Leave

- 1. Medical (Attach Physician Statement)
2. Child Care
3. Short Term Leave*
4. Long Term Leave
5. Other

DESTINATION: _____ PURPOSE: _____

*REQUEST FOR REIMBURSEMENT FOR PROFESSIONAL LEAVE
(If Applicable)

ESTIMATED COSTS: (To be completed by the unit member)

Substitute (___ days @ \$ ___ per day)
Travel (Car or plane fare)
Meals (___ days @ \$ ___ per day)
Registration Fees
Lodging (___ nights @ \$ ___ per night)
Miscellaneous

TOTAL: \$ _____

* A qualified substitute and adequate lesson plans have been secured for the period of the short term leave request.

Applicant

Principal

Date Approved: _____

Superintendent

Office Use Only

TOTAL SUB COSTS \$ _____ for this activity.

Charge to: Fund Function Object Oper. Unit

FUNDING AUTHORIZED BY: _____

*You are hereby notified that if you are not paid for at least one-hundred twenty (120) days within one fiscal year, from July 1 to June 30, you will not be credited with a year of service for either STRS or placement on the salary schedule.

WESTERVILLE CITY SCHOOLS

LEVEL III

DEMAND FOR ARBITRATION

DATE: _____

TO: (Name) _____

(Address) _____

(City and State) _____

The undersigned, a party to an arbitration agreement contained in a written contract, dated _____ providing for arbitration, hereby demands arbitration thereunder.

(Attach arbitration clause or quote hereunder.)

NATURE OF DISPUTE:

RELIEF SOUGHT:

You are hereby notified that copies of our arbitration agreement and of this demand are being filed with the American Arbitration Association at its _____ Regional Office, with the request that it commence the administration of the arbitration.

Signed _____

Title _____

Address _____

City and State _____

Telephone _____

Initial Limited 1 Year Licensed Contract
Westerville City Schools Board of Education
Contract Year: Current School Year

Date:

Name:

Address:

Address:

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the 15th day of June.

The unit member will make every effort to return this contract to the Office of Human Resources on or before **July 10, YYYY**.

An agreement between the Board of Education, herein referred to as "Board" and the above named person herein referred to as "Employee," pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, The Superintendent of Schools has recommended the employment of Name for an **Initial Limited 1 year Licensed Contract**, and the Board has approved such recommendation.

Now therefore, the parties hereby enter into an **Initial Limited 1 year Licensed Contract** beginning **MMDDYYYY** and ending **MMDDYYYY**.

Contract Status: 1 FTE (Full time equivalent)

X

Employee

X

Date

X

Board of Education, President, Date

X

Treasurer, Date

Please print (2) two copies and sign both. Return one to the Office of Human Resources and the other copy should be retained with your records.

Limited 1 Year Licensed Contract
Westerville City Schools Board of Education
Contract Year: Current School Year

Date:

Name:

Address:

Address:

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the 15th day of June.

The unit member will make every effort to return this contract to the Office of Human Resources on or before **July 10, YYYY**.

An agreement between the Board of Education, herein referred to as "Board" and the above named person herein referred to as "Employee," pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, The Superintendent of Schools has recommended the employment of Name for a **Limited 1 year Licensed Contract**, and the Board has approved such recommendation.

Now therefore, the parties hereby enter into a **Limited 1 year Licensed Contract** beginning **MMDDYYYY** and ending **MMDDYYYY**.

Contract Status: 1 FTE (Full time equivalent)

X

Employee

X

Date

X

Board of Education, President, Date

X

Treasurer, Date

Please print (2) two copies and sign both. Return one to the Office of Human Resources and the other copy should be retained with your records.

Limited 2 Year Licensed Contract
Westerville City Schools Board of Education
Contract Year: Current School Year

Date:

Name:

Address:

Address:

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the 15th day of June.

The unit member will make every effort to return this contract to the Office of Human Resources on or before **July 10, YYYY**.

An agreement between the Board of Education, herein referred to as "Board" and the above named person herein referred to as "Employee," pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, The Superintendent of Schools has recommended the employment of Name for a **Limited 2 year Licensed Contract**, and the Board has approved such recommendation.

Now therefore, the parties hereby enter into a **Limited 2 year Licensed Contract** beginning **MMDDYYYY** and ending **MMDDYYYY**.

Contract Status: 1 FTE (Full time equivalent)

X

Employee

X

Date

X

Board of Education, President, Date

X

Treasurer, Date

Please print (2) two copies and sign both. Return one to the Office of Human Resources and the other copy should be retained with your records.

Licensed Continuing Contract
Westerville City Schools Board of Education
Current School Year

Date:

Name:

Address:

Address:

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources in writing to the contrary on or before the 15th day of June.

The unit member will make every effort to return this contract to the Office of Human Resources on or before **July 10, YYYY**.

An agreement between the Board of Education, herein referred to as "Board" and the above named person herein referred to as "Employee," pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, The Superintendent of Schools has recommended the employment of Name for a **Licensed Continuing Contract**, and the Board has approved such recommendation.

Now therefore, the parties hereby enter into a **Licensed Continuing Contract** beginning MMDDYYYY.

Contract Status: 1 FTE (Full time equivalent)

X

Employee

X

Date

X

Board of Education, President, Date

X

Treasurer, Date

Please print (2) two copies and sign both. Return one to the Office of Human Resources and the other copy should be retained with your records.

WESTERVILLE CITY SCHOOLS

Continuing Contract Eligibility

Application/Recommendation Form
(Initially licensed **BEFORE** January 1, 2011)

Neg. N(a)

(Revised 2/16/07, 10/2015)

(Revised 9/1/2018)

(Revised 8/19/2021)



To be completed by educator and submitted to HR and Principal by November **1**

NAME: _____

CURRENT TEACHING ASSIGNMENT/BLDG.: _____

A. LICENSE REQUIREMENT

In order to be eligible for continuing contract status, a teacher must hold either (a) a professional, permanent, or life certificate OR (b) a professional license. O.R.C. 3319.08

Current License: _____

B. EDUCATION REQUIREMENT

If a teacher hold a Permanent Certificate, no additional coursework is required for continuing contract eligibility.

If a teacher hold a license then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows: (a) if the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license. (b) If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license. O.R.C. 3319.08

List applicable coursework to illustrate eligibility

C. SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows (a) three years (not necessarily consecutive) within the last five-year period: or (b) two years, if the teacher previously held a continuing contract in another Ohio school district.

O.R.C. 3319.09(B)

List years of experience in Westerville City Schools: _____

Member Signature and Date

Supervisor Signature and Date

****To be completed by Principal/Supervisor and submitted to HR by May 1.****

| Teacher observations: | Date/Time | Satisfactory | Unsatisfactory |
|-----------------------|-----------|--------------|----------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |

Recommendation:

() I recommend _____ for a continuing contract.

() I do not recommend a continuing contract at this time. I recommend a ___one or ___two year limited contract.

Signature

Date



WESTERVILLE CITY SCHOOLS
Continuing Contract Eligibility
(Licensed on/or AFTER January 1, 2011)

Neg N(b)
(Revised 2/16/07, 10/2015)
(Revised 8/19/2021)

To be completed by educator and submitted to HR and Principal by November 1

NAME: _____

CURRENT TEACHING ASSIGNMENT/BLDG.: _____

A. LICENSE REQUIREMENT

For teachers initially licensed on/or after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher: (a) holds a professional, senior professional or lead professional license: (b) has held an educator's license for at least seven years.

Current License with Effective Date: _____

B. EDUCATION REQUIREMENT

If satisfactorily completed Section A need to have completed either of the following: (1) if the teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license or (2) if the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

List applicable coursework to illustrate eligibility

C. SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows (a) three years (not necessarily consecutive) and have worked under the educator license for at least seven years.

List years of experience with Educator License:

Member Signature and Date

Supervisor Signature and date

To be completed by Principal/Supervisor and submitted to HR by May 1.

| Teacher observations: | Date/Time | Satisfactory |
|-----------------------|-----------|--------------|
| Unsatisfactory | | |
| 1. | _____ | _____ |
| 2. | _____ | _____ |

Recommendation:

() I recommend _____ for a continuing contract.

() I do not recommend a continuing contract at this time. I recommend a ___one or ___two year limited contract.

Signature

Date

Licensed Employee Supplemental Contract
Westerville City Schools Board of Education
Current School Year

To: Name:
School:

An agreement between the Board of Education, herein referred to as "Board" and the above named person herein referred to as "Employee," pursuant to applicable State Law and conditions of the Master Agreement.

Whereas, The Superintendent of Schools has recommended the employment of Name for a **One-Year Limited Contract**, and the Board has approved such recommendation.

Now therefore, the parties hereby enter into a **One-Year Limited Contract for the Current School Year**.

POSITION:
FTE:
SCHEDULE:
STEP:
SALARY:

X

Employee

X

Date

X

Board of Education, President, Date

X

Treasurer, Date

Board Agenda Date: Date

Pursuant to O.R.C. Section 3319.11, a bargaining unit member is presumed to have accepted such employment unless he/she notifies the Office of Human Resources, in writing, to the contrary on or before the first day of June.

Please print (2) two copies and sign both. Return one to the Office of Human Resources and the other copy should be retained with your records.

Annual Licensed Salary and Assignment Notification
Westerville City Schools Board of Education
Current School Year

Date:
Employee Name:
Employee ID:
Employee Address:
Employee Address:

Dear Employee,
You are hereby notified of your salary and job assignments for the _____ school year. Salaries are based upon negotiated salary schedules.

Current SY Salary:

Effective Date:
Salary Schedule:
Step:
Contract Salary:

Total Salary:

Initial placement for teachers new to the district is subject to official verification

Current SY Teaching and Building Assignment:

Building:
Position:

****If Applicable:**

Total # of Extended Days:
Dollar Amount:

This amount is included in the Total Salary Listed Above.

Please take a moment to verify the salary schedule and step you have been placed on.

The current negotiated ones are:

| | |
|-------|--|
| BA | You currently have a Bachelor's Degree |
| BA150 | You currently have a Bachelor's Degree with a total of 150 hours |
| MA | You currently have a Master's Degree or 2 Bachelor Degrees with 1 in education |
| MA15 | You currently have a Master's Degree plus 15 graduate semester hours |
| MA30 | You currently have a Master's Degree plus 30 graduate semester hours |
| MA45 | You currently have a Master's Degree plus 45 graduate semester hours |

**MA45 will not be available until the 2023-2024 school year

Cc: HR, Payroll

WESTERVILLE CITY SCHOOLS
NOTIFICATION OF EXTENDED SICK LEAVE

Instructions:

This form shall be submitted to the Human Resources Office as soon as you become aware of an extended absence of more than five (5) days of sick leave.

If you become aware that your absence is going to be longer than indicated on this form, you should call the Human Resources Office to obtain a new form to update your status.

If you become aware that you can return sooner than indicated on this form, you should contact the Human Resources Office to inform them of your new return date.

The dates of the absence period are based on the best information available to you at the time of completing this form.

You shall complete **Neg. Form D** (Sick Leave Affidavit) and submit both forms to HR.

Date: _____
NAME: _____ BUILDING(S): _____
EMPLOYEE I.D.: _____
GRADE/SUBJECTS: _____

(1) STARTING DATE OF ABSENCE PERIOD _____
(2) ENDING DATE OF ABSENCE PERIOD _____

TOTAL DAYS: _____

(3) REASON* (If illness, specify personal or family) _____

Date

Signature of Employee

* You have a right to, under the Federal Medical Leave Act, up to twelve (12) weeks of leave in a twelve (12) month period for a serious personal or family health condition. If your accrued paid leave runs out, and you have not yet exhausted your twelve (12) weeks of Federal Medical Leave entitlement, you may continue your leave of absence on an unpaid basis by completing a **Neg. Form J** (Request for Leave). This notice serves to inform you that this paid leave of absence may be counted toward your Federal Medical Leave entitlement, if eligible.

| WESTERVILLE CITY SCHOOLS – BENEFIT SUMMARY | | | | |
|--|-----------------------|----------------------|----------------------|----------------------|
| BENEFITS | HSA | | HSA2 | |
| | IN-NETWORK | OUT-OF-NETWORK | IN-NETWORK | OUT-OF-NETWORK |
| Inpatient Hospital | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Semi-Private Room | | | | |
| Intensive Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Cardiac Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Special Care Unit | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Operating Room | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Delivery Room | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Labor Room | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Newborn Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Outpatient Office Visits (with diagnosis) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Outpatient Office Visit (Well or preventative) | 100% | 70% after deductible | 100% | 60% after deductible |
| Newborn Hospital | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Well Baby Care & Immunizations | 100% | 70% after deductible | 100% | 60% after deductible |
| Well Baby Care | 100% | 70% after deductible | 100% | 60% after deductible |
| Inpatient Therapy | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Urgent Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Recovery Room | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |

WESTERVILLE CITY SCHOOLS – BENEFIT SUMMARY

| BENEFITS | HSA | | HSA2 | |
|--|---|----------------------|---|----------------------|
| | IN-NETWORK | OUT-OF-NETWORK | IN-NETWORK | OUT-OF-NETWORK |
| In-hospital Path. & Lab | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Radiology | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| IV Solution and Supplies | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Chiropractor X-rays | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Chiropractic Office Visits | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| | Limited to 40 visits | | Limited to 40 visits | |
| Physical Therapy | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| | Network and Non-network benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehab; 36 visits of cardiac rehab per year | | Network and Non-network benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehab; 36 visits of cardiac rehab per year | |
| Pre-Admissions Testing | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Diagnostic Testing & Laboratory (ex. X-ray, cat scan, MRI) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Outpatient Diagnostic Services – Preventative | 100% | 70% after deductible | 80% after deductible | 60% after deductible |
| Hospital Doctor Visits | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Anesthesia | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Emergency Surgery | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Surgery (Medically Necessary) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Physician Consultant Inpatient | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |

| WESTERVILLE CITY SCHOOLS – BENEFIT SUMMARY | | | | |
|--|-----------------------|-----------------------|----------------------|----------------------|
| BENEFITS | HSA | | HSA2 | |
| | IN-NETWORK | OUT-OF-NETWORK | IN-NETWORK | OUT-OF-NETWORK |
| Psychiatric & Substance Abuse Outpatient <i>Limited to 50 visits per benefit period</i> | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Psychiatric & Substance Abuse Inpatient Hospital(semi-private room) <i>Limited to 60 days per benefit period</i> | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Routine Adult Physical | 100% | 70% after deductible | 100% | 60% after deductible |
| Routine Eye Exam – One every year | 100% | 70% after deductible | 100% | 60% after deductible |
| Allergy Injections with office visit | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Home Health Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Skilled Nursing Facility Care | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Hospice (Terminally Ill) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Routine Pap Smear | 100% | 70% after deductible | 100% | 60% after deductible |
| Screening Mammography (explain limits) <i>Limited to 1 per benefit period.</i> | 100% | 70% after deductible | 100% | 60% after deductible |
| Diagnostic Mammography | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Assistant Surgery | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Personal Care Items | Not Covered. | | Not Covered | |
| Emergency Accident | 100% after deductible | 100% after deductible | 80% after deductible | 80% after deductible |
| Emergency Medical Care | 100% after deductible | | 80% after deductible | |
| Ambulance (Medically Necessary) | 100% after deductible | 100% after deductible | 80% after deductible | 80% after deductible |

WESTERVILLE CITY SCHOOLS – BENEFIT SUMMARY

| BENEFITS | HSA | | HSA2 | |
|---|--|--|--|--|
| | IN-NETWORK | OUT-OF-NETWORK | IN-NETWORK | OUT-OF-NETWORK |
| Human Organ Transplant (Tissue and Organ Combined) | 100% after deductible | 70% after deductible Limited to \$30,000 per transplant | 80% after deductible | 60% after deductible Limited to \$30,000 per transplant |
| Private Duty Nursing | See Home Health Care and Skilled Nursing | | See Home Health Care and Skilled Nursing | |
| Durable Medical Equipment | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Accidental Dental Traumas | 100% after deductible | 100% after deductible | 80% after deductible | 80% after deductible |
| TMJ Services | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Artificial Limbs/Eyes (Initial Replacement) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Oral Surgery (In-Patient Hospital) | Not covered, except as required for direct treatment of acute traumatic injury, cancer or obstructive sleep apnea. | | Not covered, except as required for direct treatment of acute traumatic injury, cancer or obstructive sleep apnea. | |
| Jaw Surgery (Medically Necessary) | Not covered, except as required for direct treatment of acute traumatic injury, cancer or obstructive sleep apnea. | | Not covered, except as required for direct treatment of acute traumatic injury, cancer or obstructive sleep apnea. | |
| Dialysis | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Chemotherapy – Outpatient | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Focused Second Opinion for Elective Surgery | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Sterilization | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Reversal of Sterilization | Not Covered | | Not Covered | |
| Prescription Drugs (Retail Pharmacy) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Birth Control Pills/Services | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |
| Prescription Drugs (Mail Order) | 100% after deductible | 70% after deductible | 80% after deductible | 60% after deductible |

| WESTERVILLE CITY SCHOOLS – BENEFIT SUMMARY | | | | |
|--|---|----------------|------------|----------------|
| BENEFITS | HSA | | HSA2 | |
| | IN-NETWORK | OUT-OF-NETWORK | IN-NETWORK | OUT-OF-NETWORK |
| Deductible (calendar year) | | | | |
| Single | \$1,500 | \$3,000 | \$2,650 | \$5,300 |
| Family | \$3,000 | \$6,000 | \$5,300 | \$10,600 |
| Co-Insurance Out-of-Pocket Maximum (calendar year) | | | | |
| Single | \$1,500 | \$3,000 | \$2,650 | \$5,300 |
| Family | \$3,000 | \$6,000 | \$5,300 | \$10,600 |
| Maximum Out-of-Pocket (calendar year) | | | | |
| ❖ Amounts are regulated by the IRS and subject to change | | | | |
| Deductible & coinsurance | | | | |
| Single | \$2,000 | \$8,000 | \$3,650 | \$11,300 |
| Family | \$4,000 | \$16,000 | \$11,300 | \$22,600 |
| Lifetime Maximum Benefit | Unlimited | Unlimited | Unlimited | Unlimited |
| Dependent Age Limit | To the end of the month of 26 th birthday From age 26 – 28 for an additional cost | | | |
| Pre-existing Condition Waiting Period (New Hires) | None | None | None | None |
| Health Care Management/Precertification Requirements | <u>Precertification</u> is required for some health services. Precertification is handled by network providers. If you are admitted to a non-network facility please call Medical Mutual to precertify the admission at the number on the back of your identification card. | | | |

PREVENTATIVE CARE SERVICES (AS OF JANUARY 1, 2015)

Preventative Care benefits may vary based on the age, sex, and personal history of the individual, and as determined appropriate by the administrator's clinical coverage guidelines. Screenings and other services are generally covered as Preventative Care for adults and children with no current symptoms or prior history of a medical condition as associated with the screening or service. **Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventative Care for that condition but instead benefit will be considered under the Diagnostic Services benefit.**

Some **examples** of Preventative Care Covered Services are:

- Routine or periodic exams, including school enrollment physical exams. (Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes are not Covered Services) Examinations include, but not limited to:
 1. Well-baby and well-child care, including child health supervision services, based on American Academy of Pediatric Guidelines. Child health supervision services include but not limited to, a review of a child's physical and emotional status performed by a Physician, or Health Care Professional under the supervision of a Physician, in accordance with the recommendations of the American Academy of Pediatrics, and includes history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests.
 2. Adult routine physical examinations.
 3. Pelvic examinations.
 4. Routine EKG, Chest XR, laboratory tests such as complete blood count, comprehensive metabolic panel, urinalysis.
 5. Annual dilated eye exam for diabetic retinopathy, subject to provider coding.
- Immunization (including those required for school), following the current Childhood and Adolescent Immunization Schedule as approved by the Advisory Committee on Immunization Practice (ACIP), the American Academy of Pediatrics (AAP), and the American Academy of Family Physicians (AAFP). For adults, the Administrator follows the Adult Immunization Schedule by age and medical condition as approved by the advisory Committee on Immunization Practice (ACIP) and accepted by the American College of Gynecologist (ACOG) and the American Academy of Family Physicians.

These include, but are not limited to:

1. Hepatitis A vaccine
2. Hepatitis B vaccine
3. Hemophilus influenza b vaccine (hib)
4. Influenza virus vaccine
5. Rabies vaccine
6. Diphtheria, Tetanus, Pertussis vaccine
7. Mumps virus vaccine
8. Measles virus vaccine
9. Rubella virus vaccine
10. Poliovirus vaccine

- Screening examinations:
 1. Routine vision screening for disease or abnormalities, including but not limited to diseases such as glaucoma, strabismus, amblyopia, cataracts;
 2. Routine hearing screening;
 3. Routine screening mammograms;
 4. Routine cytologic and Chlamydia screening (including pap test);
 5. Routine bone density testing women;
 6. Routine prostate specific antigen testing;
 7. Routine colorectal cancer examination and related laboratory tests.

APPENDIX 3

WESTERVILLE CITY SCHOOLS – Dental Benefit Summary

| | PPO Dentist | Premier Dentist | Nonparticipating Dentist |
|--|--------------|-----------------|--------------------------|
| | Plan Pays | Plan Pays | Plan Pays* |
| Class I Benefits | | | |
| Diagnostic and Preventative Services – Includes exams, cleaning, fluoride, and space maintainers | 100% | 100% | 100% |
| Emergency Palliative Treatment – to temporarily relieve pain | 100% | 100% | 100% |
| Sealant – to prevent decay of permanent teeth | 100% | 100% | 100% |
| Brush Biopsy – to detect oral cancer | 100% | 100% | 100% |
| Radiographs – X-rays | 100% | 100% | 100% |
| Class II Benefits | | | |
| Minor Restorative Services – including fillings | 80% | 80% | 80% |
| Periodontic Services – to treat gum disease | 80% | 80% | 80% |
| Periodontal Maintenance – periodontal cleanings | 100% | 100% | 100% |
| Endodontic Services – includes root canals | 80% | 80% | 80% |
| Oral Surgery – extractions and dental surgery | 80% | 80% | 80% |
| Relines and Repairs – to bridges and dentures | 80% | 80% | 80% |
| Other Basic Services – misc. services | 80% | 80% | 80% |
| Class III Benefits | | | |
| Major Restorative Services – including crowns | 50% | 50% | 50% |
| Prosthodontic Services – including bridges and dentures | 50% | 50% | 50% |
| Class IV Benefits | | | |
| Orthodontic Services – including braces | 60% | 60% | 60% |
| Orthodontic Age Limit - | No Age Limit | No Age Limit | No Age Limit |

*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate a portion of Delta Dental’s Nonparticipating Dentist Fee that will be paid for services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means you will be responsible for the difference.

Appendix 4

Self-Assessment Summary Tool

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

Name:
Date:

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

Professional Growth Plan

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

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

Teacher Name: _____ Evaluator Name: _____ Self-Directed (Accomplished) Jointly Developed (Skilled)
 Teacher's Signature: _____

| | | | |
|--|---|--|-----------------|
| Choose the Domain(s) aligned to the goal(s). | | | |
| <input type="checkbox"/> Focus for Learning | <input type="checkbox"/> Classroom Environment | | |
| <input type="checkbox"/> Knowledge of Students | <input type="checkbox"/> Assessment of Student Learning | | |
| <input type="checkbox"/> Lesson Delivery | <input type="checkbox"/> Professional Responsibilities | | |
| Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i> | Action Steps & Resources to Achieve Goal(s) | Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s) | Dates Discussed |
| Describe the alignment to district and/or building improvement plan(s): | | | |
| Comments: | | | |

Teacher's Signature: _____ Date: _____

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



Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

| List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i> | Beginning Date | Ending Date | Level of Performance: Specifically Describe Successful Improvement Target(s) |
|--|----------------|-------------|---|
| | | | |



Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

| Actions to be Taken | Qualitative or Quantitative Measurable Indicators: Evidence indicating Progress on the Goal(s) |
|---------------------|--|
| | |

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

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

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



Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

OTES 2.0 Pre-Conference Form

EDUCATORS: This is your form to document your talking points. Completing this form in advance and providing a copy to your evaluator, which is entirely voluntary, allows the pre-conference to be concise, conversational, and provide context for the evaluator.

| Teacher Name | Subject | Pre-Conference Date | Observation Date | Evaluator |
|--------------|---------|---------------------|------------------|-----------|
| | | | | |

| | |
|--|--|
| <p>Instructional Planning</p> | <p><i>Focus for Learning</i></p> <ol style="list-style-type: none"> 1. What content standard(s) will you be teaching in this lesson? <p><i>Knowledge of Students</i></p> <ol style="list-style-type: none"> 2. What should the evaluator know about the student population in advance of the observation? |
| <p>Instruction and Assessment</p> | <p><i>Lesson Delivery</i></p> <ol style="list-style-type: none"> 3. What instructional strategies will be used to engage all students and, if appropriate, what opportunities for student choice will be offered? <p><i>Assessment of Student Learning</i></p> <ol style="list-style-type: none"> 4. How will you check for student understanding during the lesson? 5. How will you use data on student learning to inform instructional planning and decision making? |

Planning for the Post-Conference Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of use of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance strength and/or support an area of growth.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question: “How do you think the lesson went?”
2. Focus area(s)
 - Discuss identified focus area(s)
 - Ask self-reflection question/s
 - Provide evidence from notes
 - Share resources and supports
3. Present evidence and rating connected to the rubric.

FINAL March 27, 2020

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

FINAL March 27, 2020

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text. Evaluator Name: Click or tap here to enter text
 Content Area(s): Click or tap here to enter text. Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon their information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature:
 HQSD Approval Signature:

Date: Click or tap to enter a date.
 Date: Click or tap to enter a date.

FINAL March 27, 2020

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING

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

| ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING | | | | | |
|---|---|---|--|---|---|
| Domains | Components | Ineffective | Developing | Skilled | Accomplished |
| | | | | | contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development. |
| | <p>Connections to state standards and district priorities</p> <p>Element 2.3 Element 4.1 Element 4.7</p> | <p>The teacher's instructional plan does not reference Ohio's Learning Standards.</p> | <p>The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.</p> | <p>The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.</p> | <p>The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.</p> <p>The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.</p> |

| | | | | | |
|---|---|--|--|--|---|
| <p>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i></p> | <p>Planning instruction for the wholechild</p> <p>Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4</p> | <p>The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.</p> | <p>The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.</p> | <p>The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.</p> | <p>The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.</p> |
|---|---|--|--|--|---|

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|--|--|---|--|---|--|
| Domains | Components | Ineffective | Developing | Skilled | Accomplished |
| LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i> | Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1 | <p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p> <p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p> | <p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p> <p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p> | <p>The teacher is consistent and effective in communicating differentiated learning goals, as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p> | <p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p> |

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | |
|---|---|--|--|
| Domains | Components | Ineffective | Developing |
| | Monitoring student understanding Element 3.2 Element 3.3 | The teacher fails to monitor and address student confusion and misconceptions. | The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions. |
| | | | Skilled The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges. |
| | | | Accomplished The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges. |

| | | | | |
|--|---|--|--|--|
| <p>LESSON DELIVERY <i>(continued)</i></p> <p>Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4</p> | <p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.</p> | <p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.</p> | <p>Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p> | <p>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p> |
|--|---|--|--|--|

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | |
|---|---|---|--|
| DOMAINS | Components | Ineffective | Developing |
| CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence:</i> <i>pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i> | Classroom routines and procedures Element 5.5 | The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior. | The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom. |
| | Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2 | There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. | There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. |
| | | | Accomplished The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom. |
| | | | The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. |

| | | | | | |
|--|--|--|---|--|---|
| | | <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p> | <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p> | <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p> | <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p> |
|--|--|--|---|--|---|

| ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT | | | | | |
|---|---|---|--|--|---|
| DOMAINS | Components | Ineffective | Developing | Skilled | Accomplished |
| ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence:</i> <i>pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i> | Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4 | The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. | The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. | The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. | The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. |
| | Evidence of student learning Element 1.3 | The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. | The teacher shares evidence of student learning with students. | The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs. | The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs. |

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

| | | | | |
|--|---|---|---|--|
| <p>District policies and professional responsibilities</p> <p>Element 7.1</p> | <p>The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> | <p>The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> | <p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> | <p>The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.</p> |
|--|---|---|---|--|

| ORGANIZATIONAL AREA: PROFESSIONALISM | | | | |
|---|--|--|--|---|
| Domains | Components | Ineffective | Developing | |
| | | Ineffective | Skilled | |
| | | Accomplished | | |
| | Professional learning Element 7.2 Element 7.3 | The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals. | The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals. | The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices. |

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

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

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

Evaluator Summary Comments: _____

Evaluator Signature: _____ Photocopy to Teacher

**Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0**

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

| | INEFFECTIVE | DEVELOPING | SKILLED | ACCOMPLISHED |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Formal Holistic Observation (followed by conference) Formal Focused Observation Focus Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry) | | | | |
| Evaluator Comments: | | | | |
| Teacher Comments: | | | | |
| Final Holistic (Overall) Rating <input type="checkbox"/> Check here if Improvement Plan has been recommended. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

| | | | |
|---|--|---|---|
| Professional Growth Plan Goal(s)/Alignment: | | Dates: | |
| Mark Domain Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities Focus Area(s) Comments: | | Date of Observation: Date of Conference: Comments: | |
| Professional Growth Plan Goal(s): | | (Goal(s) prepopulate from previous entry) | |
| Progress on Professional Growth Plan Goal: Evaluator Comments: | | <input type="checkbox"/> Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.) | <input type="checkbox"/> Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.) |
| Teacher Comments: | | | |
| Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • Carry forward from previous rating | | INEFFECTIVE | DEVELOPING |
| | | SKILLED | ACCOMPLISHED |

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____



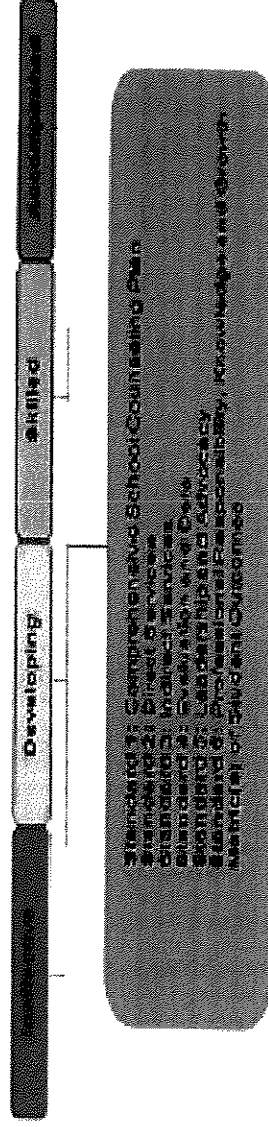
Evaluation Framework for School Counselors

Ohio is serious about its commitment to quality schools. In 2015, the State Board of Education adopted standards for school counselors, with the intention of the Ohio Standards for School Counselors. Ohio has clearly defined the knowledge, skills and competencies of effective school counselors. These standards promote the most effective school counseling practices and offer a core set of expectations for Ohio school counselors. Professional school counselors offer students access to high-quality services, which support students' academic, career and social/emotional development.

Each school counselor will be evaluated according to Ohio Revised Code and the Evaluation Framework which is aligned to the Ohio Standards for School Counselors. The Ohio School Counselor Evaluation System (OSCES) was designed to be transparent, fair and adaptable to the specific contexts of Ohio's districts.

OSCES is a standards-based integrated model that is designed to foster the professional growth of school counselors in knowledge, skills and practice. In OSCES, each school counselor is evaluated based upon multiple factors including performance on all areas identified by the standards and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. The choice of metrics for student outcomes will be determined locally.

Ohio School Counselor Summative Evaluation Rating





Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

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

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

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

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

I possess the knowledge and skills to design a comprehensive and proactive school counseling program. 0 N/A 1 Not at all 2 Partially 3 Somewhat 4 Almost Fully 5 Completely

[Redacted]

I take leadership in identifying resources for the school counseling program. 0 N/A 1 Never 2 Rarely 3 Sometimes 4 Frequently 5 Always

[Redacted]

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

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.

0 N/A 1 Not at all 2 Partially 3 Somewhat 4 Almost Fully 5 Completely

[Redacted]

Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.

0 N/A 1 Never 2 Rarely 3 Sometimes 4 Frequently 5 Always

[Redacted]

Responsive Services: I develop appropriate interventions for students as needed.

0 N/A 1 Never 2 Rarely 3 Sometimes 4 Frequently 5 Always

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

I partner with school personnel and parents/guardians to achieve common goals for student success.

0 N/A 1 Never 2 Rarely 3 Sometimes 4 Frequently 5 Always

[Redacted]

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

| | | | | | |
|-----|------------|-----------|----------|--------------|------------|
| 0 | 1 | 2 | 3 | 4 | 5 |
| N/A | Not at all | Partially | Somewhat | Almost Fully | Completely |

I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.

| | | | | | |
|-----|-------|--------|-----------|------------|--------|
| 0 | 1 | 2 | 3 | 4 | 5 |
| N/A | Never | Rarely | Sometimes | Frequently | Always |

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

| | | | | | |
|-----|-------|--------|-----------|------------|--------|
| 0 | 1 | 2 | 3 | 4 | 5 |
| N/A | Never | Rarely | Sometimes | Frequently | Always |

I advocate on behalf of students.

| | | | | | |
|-----|-------|--------|-----------|------------|--------|
| 0 | 1 | 2 | 3 | 4 | 5 |
| N/A | Never | Rarely | Sometimes | Frequently | Always |

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

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

05/12/2016



Ohio School Counselor Evaluation System
Professional Growth Plan

Professional Growth Plan

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

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

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

| | | | | |
|----------|---|--|---------------------|-----------------|
| Goal One | <input type="checkbox"/> Comprehensive School Counseling Program Plan | Action Steps & Resources to Achieve Goal | Evidence Indicators | Dates Discussed |
| | <input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development <input type="checkbox"/> Indirect Services | | | |
| Goal Two | <input type="checkbox"/> Goal Statement Demonstrating Performance on Standards | Action Steps & Resources to Achieve Goal | Evidence Indicators | Dates Discussed |
| | <input type="checkbox"/> Goal Statement Demonstrating Ability to Produce Positive Student Outcomes | | | |

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

| | | | | |
|----------|---|--|---------------------|-----------------|
| Goal One | <input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional | Action Steps & Resources to Achieve Goal | Evidence Indicators | Dates Discussed |
| | <input type="checkbox"/> Goal Statement Demonstrating Ability to Produce Positive Student Outcomes | | | |

Comments: _____

School Counselor: _____ Evaluator: _____ Date: _____

05/13/2016



Ohio School Counselor Evaluation System

Improvement Plan

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

School Counselor Name: _____
 School Year: _____

Date of Improvement Plan Conference:
 Building: _____

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

| Performance Standard(s) Addressed in the Plan | Date(s) Improvement Area or Concern Observed | Specific Statement of the Concern, Areas of Improvement |
|---|--|---|
| | | |

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

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

05/12/2016

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

| Actions to be Taken | Sources of Evidence that Will Be Examined |
|---------------------|---|
| | |

Section 4: Assistance and Professional Development

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

| |
|--|
| |
|--|

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

05/12/2010

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name: _____
School Year: _____

Date of Evaluation:
Building: _____

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

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

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

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

School Counselor's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

05/12/2016



Pre-Observation Planning and Post-Observation Resource Questions.

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes? After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?



Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

- 1.
- 2.
- 3.

Record three reflective questions you would ask the school counselor that align with the area of refinement

- 1.
- 2.
- 3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:

- Review conference process
- General impression question: "How do you think the activity went?"

2. Reinforcing the School Counselor:

- * Identify an area of reinforcement (ONLY one area)
- * Ask self-analysis question
- * Provide evidence from notes

3. Refining the School Counselor's Skill:

- * Identify an area of refinement (ONLY one area)
- * Ask self-analysis question
- * Provide evidence from notes
- * Give a recommendation for future practice

Present evidence and rating connected to the rubric

05/12/2016



Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

School Counselor Evaluation Rubric

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

| School Counselor Performance | Developing | Skilled | Accomplished |
|---|---|---|---|
| <p>The school counselor cannot articulate components of a comprehensive school counseling program.</p> | <p>The school counselor articulates all components of a comprehensive school counseling program.</p> | <p>The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs, and works to design a plan of implementation.</p> | <p>The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.</p> |
| <p>The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.</p> | <p>The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.</p> | <p>The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.</p> | <p>The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.</p> |
| <p>The school counselor identifies no resources to implement the program.</p> | <p>The school counselor identifies resources needed to partially implement the program.</p> | <p>The school counselor identifies resources to fully implement the program.</p> | <p>The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.</p> |

Evidence

05/18/2010

| Ineffective | Developing | Skilled | Accomplished |
|--|---|--|---|
| <p>The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.</p> | <p>The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.</p> | <p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.</p> | <p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals, and makes adjustments as needed.</p> |
| <p>The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.</p> | <p>The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.</p> | <p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.</p> | <p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.</p> |
| <p>The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.</p> | <p>The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.</p> | <p>The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social-emotional development and well-being.</p> | <p>The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.</p> |
| Evidence | | | |

| Standards | Ineffective | Developing | Skilled | Accomplished |
|--|---|---|---|---|
| <p>The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.</p> | <p>The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.</p> | <p>The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.</p> | <p>The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.</p> | <p>The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.</p> |
| <p>The school counselor does not coordinate school and community resources to support students and promote their success.</p> | <p>The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.</p> | <p>The school counselor coordinates school and community resources to support students and promote their success.</p> | <p>The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.</p> | <p>The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.</p> |
| <p>The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.</p> | <p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services upon request.</p> | <p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.</p> | <p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.</p> | <p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.</p> |
| Evidence | | | | |

| Standard Four: Evaluate and Improve School Counselor Effectiveness through an Ongoing Process of Continuous Improvement Using Data to Identify Needs, Plan and Implement Programs to Address Needs and Adjust Accordingly | | | |
|---|--|---|--|
| Indicator | Developing | Skilled | Accomplished |
| The school counselor does not monitor student performance and progress. | The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success. | The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success. | The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring. |
| The school counselor does not monitor effectiveness of the program. | The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly. | The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly. | The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly. |
| Evidence | | | |

05/18/2010

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

05/18/2016

| Standards | Ineffective | Developing | Skilled | Accomplished |
|--|---|--|---|---|
| <p>Standard 1: School counselors demonstrate an ability to implement positive student outcomes that are established in district goals.</p> | <p>The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.</p> | <p>The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.</p> | <p>The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.</p> | <p>The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.</p> |
| Evidence: | | | | |

05/18/2016

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

05/18/2016



Ohio School Counselor Evaluation System Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

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

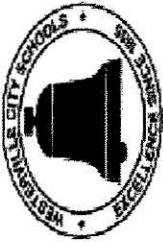
| Rubric Areas | INEFFECTIVE | DEVELOPING | SKILLED | ACCOMPLISHED |
|---|---------------------|------------|---------|--------------|
| Standard 1: Comprehensive School Counseling Program Plan | | | | |
| Standard 2: Direct Services for Academic, Career and Social/Emotional Development | | | | |
| Standard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

Check here if Improvement Plan has been recommended.

School Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

5/12/16



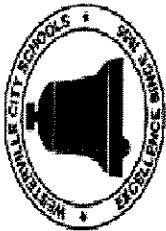
Non-OTES Teacher Evaluation System Self-Assessment Summary Tool

Educator: [Click here to enter text](#)

Date: [Click here to enter text](#)

Teachers should record evidence to indicate strengths and areas for growth for each category. Then look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with checkmarks in the far right column.

| Performance Categories | Strengths | Areas for Growth | Priorities (choose 2) |
|---|-----------|------------------|--------------------------|
| Knowledge of Students (may refer to faculty/staff) | | | <input type="checkbox"/> |
| Climate and Environment | | | <input type="checkbox"/> |
| Data-based Decision Making | | | <input type="checkbox"/> |
| Quality of Practice | | | <input type="checkbox"/> |
| Professional Responsibilities | | | <input type="checkbox"/> |



Non-OTES Teacher Evaluation System

Professional Growth Plan

Educator: _____

Date: _____

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

This Professional Growth Plan is self-directed, collaborative.

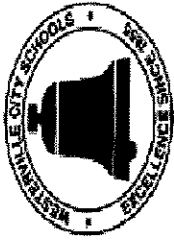
| | Annual Focus | Discussion Dates | Areas for Professional Growth Supports needed/resources, PD |
|---|--------------|------------------|--|
| Goal 1 Goal Statement: Evidence Indicators: | | | |
| Goal 2 Goal Statement: Evidence Indicators: | | | |

Evaluator Signature: _____

Date: _____

Teacher Signature: _____

Date: _____



Non-OTES Teacher Evaluation System Improvement Plan

Educator Name: _____ Grade Level/ Subject: _____
 School year: _____ Building: _____ Date of improvement plan conference: _____

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

Section 1: Improvement Statement - List specific areas for improvement as related to the Non-OTES Performance Evaluation Rubric. Attach documentation Performance Category (a) addressed in this plan

| Improvement Area or Concern | Date (s) Improvement Area or Concern Observed | Specific Statement of the Concern: Areas of Improvement |
|-----------------------------|---|---|
| | | |

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

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

Improvement Plan (continued)

| | |
|--|---|
| <p>Section 3: Specific Plan of Action Describe in detail specific plans of action that must be taken by the educator to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.</p> | <p>Sources of Evidence that Will Be Examined</p> |
| <p>Section 4: Assistance and Professional Development Describe in detail specific supports that will be provided as well as opportunities for professional development.</p> | |

Date for this Improvement Plan to Be Evaluated: _____ Date _____

Educator's Signature: _____ Date _____

Evaluator's Signature: _____ Date _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____
School year: _____ Building: _____ Date of evaluation: _____

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

Improvement is demonstrated and performance standards are met to a satisfactory level of performance*

The improvement plan should continue for time specified:

Dismissal is recommended

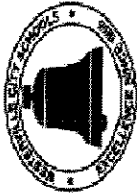
Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Educator's signature: _____ Date: _____

Evaluator's signature: _____ Date: _____

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



Non-OTES Teacher Evaluation System

Pre-Observation Conference

Educator: _____

Date: _____

The questions below are intended to guide conversation between the evaluator and educator during the pre-observation conference. Not every question may be relevant or discussed for each observation, nor are these the only questions that may be asked.

* Depending on the role of the educator, throughout this document "Student" and "family" may refer to colleagues and/or staff.

| Standards | Guiding Questions | Notes |
|----------------------------------|--|-------|
| Overall focus of the observation | <ul style="list-style-type: none"> * What is the focus for the observation? Provide some background and context for what the evaluator will observe. * What student data did you use to plan for this event?* * How did your analysis of data inform your selected strategies? <ul style="list-style-type: none"> * <i>Do not MAY include factors such as culture, gender, disabilities, health status, background, skills, interests, special needs and prior knowledge.</i> | |
| Knowledge of Students | <ul style="list-style-type: none"> * How do you help promote professional learning environments that are fair, respectful, supportive, safe and inclusive? How do you protect the safety and privacy of your students? * What actions do you take to develop rapport? * How do you collaborate with colleagues? * How did collaboration help shape the focus of this event? * How do you work with others when there is a problem? * What building or district discussions helped shape the focus of this event? | |
| Climate Environment | <ul style="list-style-type: none"> * What assessment data was examined to inform the planning of this event? * How do your daily tasks/actions contribute to district/building initiatives? * How is the focus of this event related to district or building initiatives? | |
| Data-based Decision Making | | |

| Standard | Guiding Questions | Notes |
|---------------------|--|-------|
| Quality of Practice | <ul style="list-style-type: none"> • What standards, background data, research, federal, state or district initiatives helped shape the focus of this event? • How did you use this information to design the format or activities that will be seen in this event? • How do you determine the resources that will best benefit constituents? • Why did you choose the resources, including technology, which will be seen in this observation? • How will these resources allow for differentiation in response to your constituents' needs? • Why did you choose the strategies and practices that will be seen in this event? • How will these strategies and practices allow for differentiation in response to your constituents' needs? • What strategies do you use to prioritize and complete tasks related to your professional responsibilities? | |

| Standard | Guiding Questions | Notes |
|-------------------------------|---|-------|
| Professional Responsibilities | <ul style="list-style-type: none"> • How do you stay current with district policies and state and federal regulations? • How do district policies and state/federal regulations impact your job performance? • Will any of these policies and/or regulations impact this event? • How do you apply knowledge gained from other experiences into your work? • Discuss ways you reflect on and analyze your professional practice. • What are some proactive ways you further your professional growth? • Describe a component of a past professional growth experience that helped shape the focus of this event. | |



Non-OTES Teacher Evaluation System Post-Observation Conference

Educator: _____

Date: _____

The questions below are intended to guide conversation between the evaluator and educator during the post-observation conference. Not every question may be relevant or discussed for each observation, nor are these the only questions that may be asked. Questions in italics are specific to what will occur in the observed observation.

- Depending on the role of the educator, throughout this document "student" and "family" may refer to colleague and/or staff.

| Standards | Guiding Questions | Notes |
|----------------------------|--|-------|
| Knowledge of Students | <ul style="list-style-type: none"> - How will the strategies you presented address student need? - How did this event demonstrate your familiarity with students' background knowledge and experience... | |
| Climate Environment | <ul style="list-style-type: none"> - Explain how you ensured the environment remained fair, respectful, supportive, safe, and inclusive. - Describe the collaboration (the focus and with whom) that you envision will follow this event. - How and for what purpose do you collaborate and coordinate with students and staff? | |
| Data-based Decision Making | <ul style="list-style-type: none"> - How will you evaluate the success of the content of this event? - How will data collected from this event be used to inform next steps? - Evaluate the effectiveness of the focus of this event at helping to achieve a district or building initiative. | |
| Quality of Practice | <ul style="list-style-type: none"> - Considering the learning goals for this event, did the constituents learn what you expected them to learn? - How do you know? - If you were to repeat this event to the same student or group, what would you do the same or different and why? | |

| | | |
|---|---|---------------------|
| | <ul style="list-style-type: none"> • Were the resources effective in meeting the learning goals? How do you know? • How did this event demonstrate your knowledge of appropriate and differentiated resources for your constituents? • Describe a brief time-line of next steps that you envision will follow this event. • How did the strategies in this event address constituents' learning needs? • Describe how you communicate with students to support learning. | |
| <p>Standards</p> <p>Professional Responsibilities</p> | <p style="text-align: center;">Guiding Questions</p> <ul style="list-style-type: none"> • Did any policy/procedure/ethical standard issues arise during the event? Are there any you feel you need to explore further after this event? • Are there any areas of professional growth you would want to explore after reflecting on this event? • What is your overall analysis/reflection on this particular event? | <p>Notes</p> |



Non-OTES Teacher Evaluation System Performance Evaluation Rubric

Formal Evaluation

The Performance Evaluation Rubric is intended to be scored holistically. This means that evaluations will assess which level provides the best overall description of the educator. The rating process is expected to occur upon completion of each thirty (30) minute observation and post-observation. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom/class walk-throughs (if applicable). When completing the performance rubric, please note that evaluations are not expected to gather evidence on all indicators for each observation cycle. Likewise, observers should not be required to submit additional pieces of evidence to address all indicators. The professional 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).

| KNOWLEDGE OF STUDENTS | | | | |
|---|---|--|--|--|
| | Ineffective | Developing | Skilled | Accomplished |
| Mental Health, Psychological, Social Worker | <p>The educator does not attempt to meet the needs of students with mental health needs.</p> <p>The educator cannot identify strategies to support student populations.</p> <p>The educator does not identify evidence to identify individual student needs or evaluate student progress.</p> | <p>The educator takes on one strategy set of students to meet the students' individual needs.</p> <p>The educator uses direct, explicit instruction to support students with mental health needs.</p> <p>The educator incorporates evidence to identify individual student needs or evaluate student progress.</p> | <p>The educator identifies strategies to meet the needs of individual students with mental health needs.</p> <p>The educator uses a variety of strategies to meet the needs of individual students with mental health needs.</p> <p>The educator consistently uses data/evidence to identify individual student needs and evaluate student progress to meet the needs of individual students with mental health needs.</p> | <p>The educator reaches strategies, supports, and plans to meet the needs of individual students with mental health needs.</p> <p>The educator plans and uses differentiated strategies to meet the needs of individual students with mental health needs.</p> <p>The educator consistently uses data/evidence to identify individual student needs and evaluate student progress to meet the needs of individual students with mental health needs.</p> |

| | | | | |
|----------|--|---|---|--|
| Evidence | The educator tracks an understanding of the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status on students' learning and behavior. | The educator synthesizes knowledge regarding the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator identifies and uses key indicators of student learning to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. | The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. |
| Evidence | The educator demonstrates knowledge of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator synthesizes knowledge regarding the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator identifies and uses key indicators of student learning to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. | The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. |
| Evidence | The educator demonstrates knowledge of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator synthesizes knowledge regarding the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator identifies and uses key indicators of student learning to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. | The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. |
| Evidence | The educator demonstrates knowledge of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator synthesizes knowledge regarding the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status used to develop learning for instruction and service delivery. | The educator identifies and uses key indicators of student learning to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. | The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. The educator uses data to inform instruction and service delivery. |

| CUMULATIVE ENVIRONMENT | | | | |
|---|---|--|--|--|
| | Ineffective | Developing | Skilled | Accomplished |
| Mental Health, Psychological, Social Worker | <p>The educator does not establish an environment that is fair, respectful, equitable, safe, and inclusive.</p> <p>There is little or no evidence of a positive support and challenge.</p> <p>The educator rarely seeks resources to support students' needs and environment that allows for equity or no come interaction with students.</p> | <p>The educator occasionally identifies and uses individual, organizational, and community resources to support students' needs.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator models an environment that is fair, respectful, equitable, safe, and inclusive. Strategically empowers students' growth.</p> <p>The educator has positive rapport with students and demonstrates respect for and interest in their experiences, thoughts, and opinions.</p> <p>The educator uses positive rapport with students and demonstrates respect for and interest in their experiences, thoughts, and opinions.</p> <p>The educator models, identifies, and collaborates with individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> |
| Evidence | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> |
| Or, PE, Speech Language Pathologist | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> | <p>The educator consistently identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> <p>The educator identifies and uses individual, organizational, and community resources to support students' needs and challenge them.</p> |
| Student | | | | |

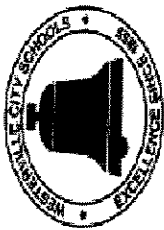
| | | | | |
|--|---|---|---|---|
| <p>Selfish Pleasures</p> | <p>The educator's interaction with a larger group of the students is responsive to the age and culture of the students.</p> <p>The educator seeks to maintain a physical environment to support as well as detract from the student's self-interest. Common practices designed for assembly and full practices behavioral procedures.</p> <p>The educator seeks to provide care and appropriate management of comprehensive school health activities and procedures when not normally present and respects collaborative and sharing.</p> | <p>The educator's interaction is generally responsive but they reflect accommodations, is not in, or designed for students' culture.</p> <p>The educator manages a class, self physical environment, maintaining adequate safety and universal practices. The physical environment of the class is designed to meet the needs of the student.</p> <p>The educator understands and reports appropriate of comprehensive school health services content and procedures.</p> | <p>The educator interacts with students in a manner which recognizes individual differences and provides support for all students. All students are able to see and participate in the environment.</p> <p>The educator organizes the physical environment to support self-interest, safety and safety of the student and utilizes universal practices to promote approval and self-esteem to all students.</p> <p>The educator (subject matter) information is relevant to school health services and coordinate training of support staff to provide self-interest and health services.</p> | <p>The educator demonstrates genuine caring and respect for individual students. Students will be required for the educator to meet the needs of all students beyond their own and regard the school as a positive role model.</p> <p>The educator's individuality, organization, and respect for all students and self-interest environment will be utilized to support all students. Provide support, consistent with and respect for all students. All students are able to participate in the environment in other areas of the school.</p> <p>The educator considers why calls to action and behavior change information is relevant to school health services and coordinate training of support staff to provide self-interest and health services when necessary. This is accomplished by collaborating with all staff and support staff to ensure all staff are able to see health as relevant and leading ways to improve services.</p> |
| <p>Selfish Pleasures</p> <p>TOGASER Teach/Instruct/Model Coach/Carry/Share Facilitate, Etc.</p> | <p>Cultures The educator does not establish an environment that is safe, respectful, supportive, and end goals.</p> <p>Collaboration with Health Services</p> | <p>Cultures The educator does not establish an environment that is safe, respectful, supportive, and end goals.</p> <p>Collaboration with Health Services</p> | <p>Cultures The educator does not establish an environment that is safe, respectful, supportive, and end goals.</p> <p>Collaboration with Health Services</p> | <p>Cultures The educator does not establish an environment that is safe, respectful, supportive, and end goals.</p> <p>Collaboration with Health Services</p> |

| | | | | |
|--|--|--|---|--|
| | <p>The educator is effective in applying and demonstrating a variety of strategies and techniques with an emphasis on direct instruction, modeling, and guided practice, and local instructional resources.</p> <p>The educator is able to identify and use a variety of strategies and techniques for one-way instruction to help.</p> <p>The educator's communication are clear, appropriate, and effective in the classroom. Language is used to provide feedback and to provide encouragement and encouragement.</p> | <p>The educator identifies the alignment between knowledge and skills and the connection between content standards and practice, with professional standards, national, state, and local standards/instruction.</p> <p>The educator incorporates appropriate instructional strategies in planning/organizing.</p> <p>The educator's communication are clear, appropriate, and effective in the classroom. Language is used to provide feedback and to provide encouragement and encouragement.</p> | <p>The educator demonstrates the ability to integrate the knowledge and practice with professional standards, national, state, and local standards/instruction.</p> <p>The educator actively integrates/combines the subject of study with others.</p> <p>The educator integrates in various communication that is clear, concise and precise. Language is used to provide feedback and to provide encouragement and encouragement.</p> | <p>The educator provides meaningful and relevant observations, feedback, and praise to promote the growth of students. The educator uses a variety of strategies and techniques to promote the growth of students. The educator uses a variety of strategies and techniques to promote the growth of students.</p> <p>The educator uses a variety of strategies and techniques to promote the growth of students. The educator uses a variety of strategies and techniques to promote the growth of students.</p> <p>The educator uses a variety of strategies and techniques to promote the growth of students. The educator uses a variety of strategies and techniques to promote the growth of students.</p> |
| <p>Excellence</p> <p>OT, PT, Speech Language Pathologist</p> | <p>DELIVERING INSTRUCTION The educator is able to identify and use a variety of strategies and techniques for one-way instruction to help.</p> | <p>KNOWLEDGE OF CONTENT The educator demonstrates a deep understanding of the content and standards.</p> | <p>KNOWLEDGE OF PEDAGOGY The educator demonstrates a deep understanding of the teaching and learning process.</p> | <p>KNOWLEDGE OF PROFESSIONAL STANDARDS The educator demonstrates a deep understanding of the professional standards and their implications for practice.</p> |

| | | | | | |
|---------------------|---|---|---|---|---|
| | <p>INFORMATION SUBJECTS, ACCESS The educator lacks knowledge about content, delivery, or methods to access curriculum and school environment.</p> <p>INFORMATION SUBJECTS, ACCESS AND EQUIPMENT The educator lacks knowledge and skills needed to use technological tools and adaptive equipment.</p> | <p>INFORMATION SUBJECTS, ACCESS The educator knows knowledge to provide staff with training on strategies related to access curriculum and school environment.</p> <p>INFORMATION SUBJECTS, ACCESS AND EQUIPMENT The educator demonstrates basic knowledge to use technological tools and adaptive equipment.</p> | <p>INFORMATION SUBJECTS, ACCESS The educator provides for appropriate materials and utilization of instructional and/or services.</p> <p>INFORMATION SUBJECTS, ACCESS AND EQUIPMENT The educator facilitates use of technology and equipment to help student meet needs, such as screen size or low-tech.</p> | <p>INFORMATION SUBJECTS, ACCESS The educator provides knowledge of instructional and/or services.</p> <p>INFORMATION SUBJECTS, ACCESS AND EQUIPMENT The educator effectively uses a wide range of technological tools, equipment, and/or services to meet the needs of individual students.</p> <p>The educator provides training and coaching to school staff regarding technical skills necessary and/or strategies to meet the needs of the student.</p> | <p>INFORMATION SUBJECTS, ACCESS The educator provides knowledge of instructional and/or services.</p> <p>INFORMATION SUBJECTS, ACCESS AND EQUIPMENT The educator effectively uses a wide range of technological tools, equipment, and/or services to meet the needs of individual students.</p> <p>The educator provides training and coaching to school staff regarding technical skills necessary and/or strategies to meet the needs of the student.</p> |
| Fieldance | | | | | |
| School Nurse | <p>The educator lacks the skills necessary to ensure the quality of student care in the schools.</p> | <p>The educator acquires the necessary skills, knowledge, and/or strategies to ensure the quality of student care in the schools.</p> | <p>The educator collaborates with administration to assess the quality of student care in the schools.</p> | <p>The educator collaborates with administration and implements the improvements related to the quality of student care in the schools.</p> | <p>The educator collaborates with administration and implements the improvements related to the quality of student care in the schools.</p> |
| Evidence | | | | | |

| PROFESSIONAL RESPONSIBILITY | | | | |
|-----------------------------|--|---|---|---|
| | Exceeded | Met | Developing | Not Met |
| All Level-ONE TEACHERS | <p>Communication The educator fills to communicate clearly with students and families or colleagues effectively with professional colleagues.</p> | <p>Communication The educator uses a variety of strategies to communicate with students and to work with colleagues and to work with parents or other professionals in a positive manner or activities that result in positive outcomes.</p> | <p>Communication The educator uses a variety of strategies to communicate with students and to work with colleagues and to work with parents or other professionals in a positive manner or activities that result in positive outcomes.</p> | <p>Communication The educator uses a variety of strategies to communicate with students and to work with colleagues and to work with parents or other professionals in a positive manner or activities that result in positive outcomes.</p> |
| | <p>Professionalism The educator sets high standards and holds students, colleagues, and parents or other professionals accountable for high standards of performance.</p> | <p>Professionalism The educator sets high standards and holds students, colleagues, and parents or other professionals accountable for high standards of performance.</p> | <p>Professionalism The educator sets high standards and holds students, colleagues, and parents or other professionals accountable for high standards of performance.</p> | <p>Professionalism The educator sets high standards and holds students, colleagues, and parents or other professionals accountable for high standards of performance.</p> |
| Evidence | | | | |

*This school survey portion of the evaluation rubric was adapted and modified from the Ohio Department of Education School Evaluation System (2014/2015)



Non-OTES Teacher Evaluation System

Final Summative Rating of Effectiveness

Educator: _____

Date: _____

| Pendency Standards (00%) | Ineffective | Developing | Skilled | Accomplished |
|---|-------------|------------|---------|--------------|
| Cumulative Performance Rating (Holistic Rating Using Performance Rubric) Area of Reinforcement/Refinement | | | | |

Check here if improvement plan has been recommended.

Evaluator Signature _____

Date _____

Teacher Signature _____

Date _____

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

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

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