

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered on this 3rd day of May, 2021, by and between the Hamilton Local Education Association (hereinafter the "Association") and the Hamilton Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the "Agreement"); and

WHEREAS, the District has requested certain individuals to complete partial job duties contained within supplemental contracts ; and

WHEREAS, the Association has agreed to prorate said supplemental contracts in exchange for these limited job duties being completed; and

WHEREAS, the Agreement between the parties does not currently contain language related to compensation of individuals for completing one job duty within an issued supplemental contract,

IT IS NOW THEREFORE AGREED as follows:

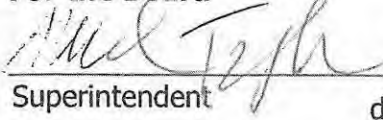
1. The following Supplemental Contracts shall be issued for one-quarter (1/4) of the total supplemental salary as contained in the Collective Bargaining Agreement:
 - a. High School Concert Band
 - b. High School Vocal
 - c. Middle School Instrumental
 - d. Middle School Vocal
 - e. Intermediate School Instrumental

2. After the Supplemental Contract has been issued and executed, each individual holding a Supplemental Contract as listed in 1. above shall hold one student performance. In exchange, the Supplemental Contract holder shall be compensated as outlined in this Agreement.

3. The parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and HLEA, except to enforce the terms of this memorandum.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Contract Amendment shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board

 5-5-21
Superintendent date

For the Association

 5-5-21
President date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered on this 20th day of May, 2021, by and between the Hamilton Local Education Association (hereinafter the "Association") and the Hamilton Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Collective Bargaining Agreement between the Board and Association contains language in Article X, Section I permitting a three-week time period to occur between pay checks from time to time; and

WHEREAS, the Board and Association agree that October of 2021 would have been a three (3) pay month; and wish to modify that provision of the CBA for the 2021 – 2022 school year only; and

WHEREAS, the Board and Association wish to modify the language contained in Article X, Section I for the 2021 – 2022 school year only to assure that each employee doesn't suffer the hardship of having to endure a month with only one pay check issued,

IT IS NOW THEREFORE AGREED as follows:

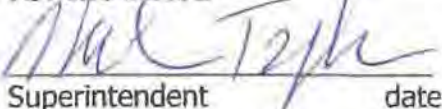
1. For the 2021 – 2022 school year only, the language contained in Article 10, Section I of the Collective Bargaining Agreement shall be modified as follows:

If necessary to accommodate the school calendar, there may be a three (3) week period between the last check received in ~~August~~ **September** and the first check in ~~September~~ **October**.

2. The parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and HLEA, except to enforce the terms of this memorandum.

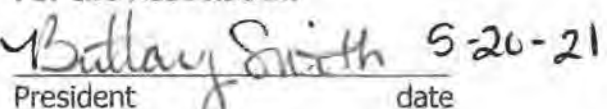
All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Contract Amendment shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board


Superintendent

date

For the Association


President

date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered on this 8th day of June, 2021, by and between the Hamilton Local Education Association (hereinafter the "Association") and the Hamilton Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement the effective dates of which are July 1, 2018 through June 30, 2021 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Collective Bargaining Agreement between the Board and Association contains language in Article 11, Section D requiring the Insurance Committee to recommend coverage changes for Insurance prior to the changes being ratified by the Association and approval by the Board; and

WHEREAS, the Association was first informed on or about May 17, 2021, of insurance coverage changes to go into effect on July 1, 2021; and

WHEREAS, the insurance coverage changes for prescription drugs are potentially significant for the impacted bargaining unit members; and

WHEREAS, the Board and Association have a mutual interest ensuring that no bargaining unit member suffers the financial hardship of a potential three-hundred and thirty dollar (\$330) increase in the cost of a one-month prescription drug,

IT IS NOW THEREFORE AGREED as follows:

1. Beginning July 1, 2021, each bargaining unit member who has a prescription filled that falls into the new Tier IV or Tier V category shall be responsible for up to one hundred-forty dollars (\$140) of the cost.
2. The bargaining unit member must have had this Tier IV or Tier V prescription filled at least once prior to July 1, 2021.
3. The bargaining unit member must pay the prescription copay in full and then submit the District Prescription Cost Reimbursement Form for processing of reimbursement. The completed form will include the following:
 - a. The name of the prescription filled
 - b. A copy of the itemized bill
 - c. A copy of the receipt showing payment
 - d. A copy of the insurance Explanation of Benefits showing Member Responsibility after discounts, rebates, coupons and plan paid benefits.
 - e. A signature line acknowledging that the unit member is not requesting District reimbursement for money that was covered under coordination

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 23rd day of July, 2021, by and between the Board of Education of the Hamilton Local School District, Franklin County, Ohio, hereinafter referred to as the "Board," and the Hamilton Local Education Association, Franklin County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and the Association have executed a Collective Bargaining Agreement effective from July 1, 2018, to June 30, 2021, hereinafter the "Agreement" and;

WHEREAS the Board and the Association have negotiated a one-year contract extension for the current Collective Bargaining Agreement with a duration of July 1, 2021 – June 30, 2022, and;

WHEREAS the Board and Association have negotiated a two percent (2%) base salary increase, effective July 1, 2021, and:

WHEREAS the Board and Association have negotiated a one-time payment for additional work in the amount of six-hundred dollars per unit member (\$600) to be paid on September 24, 2021, and;

WHEREAS the Board and Association have negotiated the following contract language to be in full force and effect immediately and then to be included in the successor agreement unless modified through future negotiations.

NOW THEREFORE be it resolved that the Board and the Association agree to the following language for Article 3, Sections 3.1 and 3.2:

ARTICLE 3.1 TEACHER AND SCHOOL COUNSELOR EVALUATION

- A. Objectives
1. To assist teachers, counselors, and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and growth and to help unit members improve their performance.
 2. To establish goals and procedures for professional development.
 3. To provide information for recommendations regarding contract status.
 4. To assess a unit member's work performance.

B. Definitions

1. Evaluation Procedure: The procedural requirements are set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111, 3319.112, and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 and the framework for the evaluation of school counselors under section 3319.113 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System 2.0 (OTES 2.0): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

Ohio School Counselor Evaluation System (OSCES): The school counselor evaluation system that is codified under section 3319.113 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation and school counselor evaluation procedures. The evaluation factors for teachers being evaluated under OTES 2.0 include the walkthroughs, observations, and any/all other components required by the Ohio Revised Code. The two factors for school counselor evaluation are student outcomes and counselor performance.
5. Teacher or Counselor Performance: The assessment of a teacher's or school counselor's performance resulting in a performance rating. As an evaluation factor, the teacher or school counselor performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating of Accomplished, Skilled, Developing, or Ineffective. School counselor performance results are reported as a school counselor performance rating of Accomplished, Skilled, Developing, or Ineffective. Accomplished is the highest rating and Ineffective is the lowest rating.

6. Evaluation Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle. For teachers, the final holistic evaluation rating is assigned at the conclusion of the evaluation cycle. For counselors, the individual performance rating is combined with student metrics to reach the evaluation rating. Each completed evaluation will result in the assignment of a teacher/school counselor to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
7. Evaluation Cycle: The period of time from the establishment of a Professional Growth or Improvement Plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or the Ohio Revised Code.
8. Evaluation Instrument: The process and forms used by the evaluator. The forms or instrument are located in Appendix C to this agreement for teacher evaluation and school counselor evaluation. Forms will be used as provided by ODE as of July 1, 2021. Any change to the ODE forms shall be subject to review by the Evaluation Committee. If the Evaluation Committee is in agreement with the changes, then the changes shall be incorporated into this Agreement upon ratification of the Association and approval by the Board.
9. Evidence – Information collected by the evaluator as part of the Evaluation Procedure and/or information provided to the credentialed evaluator by the unit member to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
10. Ohio Evaluation System (OhioES) - The electronic system used by the District to electronically report to ODE aggregate final, summative evaluation ratings. The District shall report the number of unit members for whom an evaluation was conducted and the number of unit members assigned to each evaluation rating. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.
11. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts (as determined by the HQSD Committee), which provides evidence of student learning that can

be directly attributable to the teacher being evaluated. HQSD is data that:

- a. Aligns to learning standards
 - b. Measures what is intended to be measured
 - c. Does not offend or be driven by bias
 - d. Is attributable to a specific teacher for course(s) and grade level(s) taught
 - e. Demonstrates evidence of student learning (achievement and/or academic growth)
 - f. Follows protocols for administration and scoring
 - g. Provides trustworthy results
12. Improvement Plan: A written plan developed by the evaluator, utilized when a teacher/counselor receives a summative/holistic rating of Ineffective. The evaluator will take into consideration any input from the teacher when developing the improvement plan.
 13. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of ineffective for three (3) years during any five (5) year period.
 14. Professional Growth Plan: A written plan, self-directed or developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified by the unit member.
 15. Value Added Progress Dimension – A calculation designed to estimate the influence that school districts and buildings have on the academic progress rates of student populations from year to year. Specifically, the calculations measure District and school Value Added effects for each subject and grade tested. The Value Added Progress Dimension is provided by a third-party and not calculated at the District level.
 16. Walkthrough – An informal observation of at least four (4) consecutive minutes, but not more than twenty (20) consecutive minutes in duration.

C. Application

1. The teacher evaluation procedure contained in Article 3.1 applies to teachers issued licenses under RC 3319 or a permanent certificate issued under former RC 3319.22, and who spend at least fifty (50%) percent of their time providing student instruction. Additionally, Article 3.1 shall apply to school counselors.

2. Unit Members who are not covered in Article 3.1 shall be evaluated using the procedure in Article 3.2.

D. Evaluators

1. An evaluator shall be a credentialed contracted administrator of the District.
2. An evaluator shall not be a bargaining unit member.
3. It will be a mutual goal that the immediate supervisor be the primary evaluator. If the unit member reaches the accomplished rating, they may select their own evaluator from a list of District approved evaluators within the teacher's assigned building.
4. In the event a unit member performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluating administrator.
5. When entering information into OhioES, the District shall have the ability to designate both a primary and secondary evaluator for each bargaining unit member. The secondary evaluator shall only become involved in the evaluation of a unit member if the primary evaluator becomes incapacitated or is on leave from the District for more than twenty (20) consecutive workdays. In this situation, the secondary evaluator shall become the primary evaluator of the unit member.
6. An evaluator shall be under contract with the Board pursuant to section 3319.01 or 3319.02 of the Revised Code and holds a license designated for being a superintendent, assistant superintendent, principal, administrative specialist, or supervisor issued under section 3319.22 of the Revised Code.
7. Not later than September 15 of each year, or in the case of a new unit member, within thirty (30) days of the first day worked, each unit member shall be notified in writing of the name and position of his or her primary and secondary evaluator.

E. Evaluation Committee

1. The Association and the Board agree to establish a joint Evaluation Committee for the purpose of reviewing Articles 3.1 and/or 3.2, procedure and process, including the off-cycle year(s) and the evaluation instrument, for the evaluation of teachers in the District

and to review the effectiveness of Articles 3.1 and/or 3.2, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

2. Committee Composition

- a. The committee shall be comprised of between five (5) and seven (7) Association members appointed by the Association president and between five (5) and seven (7) administrators appointed by the Superintendent or designee.
- b. Committee members shall be representative of elementary school, intermediate school, middle school, high school, and specialty areas (e.g., music, art, special education).

3. Committee Operation

- a. A committee member from the Association and a committee member from the Board shall chair the committee jointly.
- b. The committee will establish meeting dates and times.
- c. The co-chairpersons of the committee will develop committee agendas jointly.
- d. All recommendations of the committee will be achieved by consensus.
- e. The committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of the meeting.
- f. The committee will select an individual to act as the official recording scribe for that meeting.
- g. Committee meeting minutes will be distributed to committee members, Association President and Superintendent within ten (10) workdays following meetings of the committee.
- h. The committee shall be authorized to utilize consultant(s).

4. Committee Authority

- a. The committee is responsible for reviewing and recommending changes to Articles 3.1 and/or 3.2,

procedure and process, including the off-cycle year(s) and the evaluation instrument, for teacher evaluation.

- b. If either party wishes to consider any change or revision to the evaluation procedure or process contained in Article 3.1, including the off-cycle year(s) and the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument the recommendation shall be subject to ratification by the Board and the Association.
- c. This committee shall not limit the areas for discussion and agreement, by the Association or the Board, as contained in Article 1.

F. Orientation

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

G. Training

- 1. Training on the evaluation procedure will occur annually for unit members new to the District and shall include the tools, processes, methodology, and the use of student growth measure data or student metrics.
- 2. Each unit member shall have access to written instructions on the purpose, mechanics and dimensions of the evaluation procedure.
- 3. Evaluation instrument training shall be presented to unit members not later than September 30, or in the case of a unit member employed after September 30, not later than thirty (30) days after initial employment with the District.

H. Schedule for Evaluation

- 1. No observations or conferences will be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break, or the day before or after District (when such testing is one [1] of the four [4] cumulative benchmark assessments in the unit member's subject area) and/or

standardized testing (when such testing is occurring for a majority of the unit member's students or in the unit member's assigned workspace).

2. The evaluation shall be completed no later than the first day of May, and the unit member being evaluated shall receive a conference and a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
 3. If the Board has entered into a limited contract or extended limited contract with a unit member pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a unit member pursuant to ORC 3319.11 (B), (C)(3), (D), or (E).
- I. Criteria for Performance Assessment
1. A unit member's performance shall be assessed based on the criteria set forth in the evaluation instrument.
 2. A unit member's evaluation shall be based on evidence gathered in a variety of avenues: professional growth or improvement plans, formal observations, walkthroughs, conferences, and evidence of practice.
- J. Observations
1. Schedule of Observations
 - a. For Teachers: At least two (2) formal observations shall be conducted to support each evaluation. One (1) observation shall be a formal holistic observation. One (1) observation shall be a formal focused observation.
 - b. For Counselors: At least two (2) formal observations shall be conducted to support each evaluation.
 - c. A formal observation shall last at least thirty (30) minutes.
 2. Observation Conference

- a. Formal observations must be preceded by a conference between the evaluator and the unit member in order for the unit member to explain plans and objectives for the work situation to be observed. The pre-observation conference shall occur no more than five (5) work days nor fewer than two (2) work days prior to the observation. The only exception to this shall be if the unit member requests an observation fewer than two (2) work days in advance. In this instance, the pre-observation conference may occur at any time prior to the formal observation. Part of the discussion during the pre-observation conference shall be determining the areas of focus for walkthroughs, areas of focus for the observation(s) and discussing progress on the unit member's Professional Growth Plan or Improvement Plan.
- b. A post-observation conference must be held within ten (10) work days after each formal observation and may be used to inform the unit member if observed instructional practices are aligned with the expectations that are identified in the professional growth or improvement plan. Other key elements of the post-conference discussion are determining area(s) of focus and discussing progress on the Professional Growth or Improvement Plan.

K. Walkthroughs

1. A walkthrough is a:
 - a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction or school counselor practice over a series of short classroom visits;
 - b. Process for giving targeted evidenced-based feedback to unit members; and
 - c. Means for evaluators to visit more frequently and more purposefully.
2. Walkthroughs, as part of the evaluation system, may be general in nature or focused on observing a specific aspect of performance.
3. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the unit member's summative performance rating: ineffective, developing, skilled or accomplished.

4. At least two (2) walkthroughs shall be included in each evaluation.
5. Walkthroughs are formative assessments that focus on one or more of the following components:

For teachers:

- a. Teacher is consistent and effective in communicating appropriate, needs based, differentiated learning goals;
- b. Instructional time is used effectively;
- c. Teacher combines collaborative and whole class learning opportunities;
- d. Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident;
- e. Lesson makes clear and coherent connections with student prior and future learning;
- f. Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students;
- g. Communication strategies and questioning techniques check for understanding and encourage higher-level thinking;
- h. Information is presented in multiple formats;
- i. Routines, procedures and transitions are consistent, effective and maximum instructional time;
- j. Feedback is substantive, specific, timely and supports student learning;
- k. Teacher selects, develops and uses multiple assessments;
- l. Teacher uses differentiated instructional strategies and resources for groups of students.
- m. Other (including a narrative explaining what was observed and how it relates to the unit member's Professional Growth Plan or Improvement Plan)

For school counselors:

- a. Comprehensive School Counseling Program Plan;
 - b. Direct Service for Academic, Career, and Social/Emotional Development;
 - c. Indirect Services: Partnerships and Referrals;
 - d. Evaluation and Data;
 - e. Leadership and Advocacy;
 - f. Professional Responsibility, Knowledge and Growth; and
 - g. Other
6. Walkthroughs, when included in a unit member's evaluation, shall be at least four (4) consecutive minutes, but not more than twenty

(20) consecutive minutes in duration.

7. The unit member shall be provided walkthrough feedback within three (3) work days of the walkthrough having been completed.

L. Metrics of Student Outcomes

The School Counselor and Evaluator shall work in collaboration to determine metrics of student outcomes that most clearly reflect the work of the school counselor and clearly illustrate a link between the work and the student outcomes.

M. High Quality Student Data

1. Teacher evaluation shall incorporate at least two (2) measures of HQSD, one (1) of which shall include the Value-Added Progress Dimension, if available.
2. Building-level HQSD Committees comprised of administrators and teachers who are locally determined experts in the field of education shall determine if an instrument meets the criteria for generating HQSD. The building principal will select the teachers for the HQSD Building Committee.
 - a. Prior to September 30th for first semester and February 15th for second semester, individual teachers may request the building-level HQSD Committee review a preferred assessment to determine whether it meets the HQSD criteria. The building-level HQSD Committee shall meet by October 15th for first semester and March 15th for second semester to review the preferred assessment and to issue a decision.
 - b. The HQSD Committee shall utilize the Evaluation Committee's HQSD Consideration rubric (to be developed) to assess each instrument under consideration as a measure of HQSD. Teachers shall be provided a copy of the rubric. The rubric shall assess whether each of the metrics required for an assessment to meet the criteria for HQSD as outlined in Article 3, section 3.1 B 11 has been met. This decision shall be made by consensus with at least seventy (70%) of the building-level HQSD Committee in agreement.
 - c. If a teacher is not in agreement that a locally determined HQSD measure meets the required criteria set forth in the definition of HQSD contained in this Article of this

Agreement, the teacher may request an appeal in writing to the Evaluation Committee. An HLEA appointed member shall present the appeal to the Evaluation Committee. A majority of the Evaluation Committee shall be required to affirm or deny if the locally determined HQSD measure meets the required criteria contained herein. The teacher shall receive written notice of the Evaluation Committee's decision, which shall be final and not subject to the grievance procedure. If the teacher requesting the appeal is on the Evaluation Committee, the teacher must abstain from voting on the appeal. The administrator from the Building-Level HQSD Committee from where the appeal originates also must abstain from voting on that specific appeal. In the circumstance where a member of the Evaluation Committee is ineligible to vote on the appeal due to the requirements above, a member of the Evaluation Committee from the other group shall also be removed from the voting process in order to maintain an equal number of administrators and association -appointed members of the Evaluation Committee as participants in the determination process. The administration-appointed members of the Evaluation Committee shall determine which administrator is removed from the determination process.

d. Likewise, if the building-level HQSD Committee determines that a unit member's preferred assessment does not meet the required criteria to be used as an HQSD measure, the unit member may use the appeal procedure contained in Article 3.1 M 2 c of this Agreement.

3. HQSD will be considered attributable to a teacher when:
 - a. Assigned to the teacher who has proper certification/ licensure to teach the subject/grade level for which the student is enrolled, or
 - b. 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.
4. HQSD shall not be aggregated to provide shared attribution among teachers in the District, a building, a grade level, a content area, and/or other group.

N. Vendor Assessments

1. When utilizing vendor assessments, all affected teachers shall be trained on the utilization of the assessment program, including how to analyze the data to inform instruction.
2. Upon request from either the Association President or the Superintendent, an assessment of Vendor Assessments shall occur in May of each school year. The Evaluation Committee will complete the assessment.

O. Electronic Devices

Electronic devices may be used for notetaking, but audio recording, video recording, and/or picture taking shall only be permitted with the knowledge and consent of the unit member, for the purpose of assessing and improving a unit member's performance and effectiveness. Electronic devices cannot be used in lieu of an in-person classroom observation. Laptop computers/iPads may be used to document observations.

P. Finalization of Evaluation

1. Written Report

No later than May 10, a copy of the formal written evaluation report shall be given to the unit member and a conference shall be held between the unit member and the evaluator.

2. Completion of Evaluation Cycle

a. The evaluation shall acknowledge the performance strengths of the unit member evaluated as well as performance deficiencies. The evaluator shall note all the data used to support the conclusions reached in the evaluation written report. The evaluation written report shall be signed by the evaluator and the unit member. The unit member's signature shall serve as acknowledgement that the evaluation written report will be placed in the unit member's personnel file.

b. The Superintendent/designee may waive the annual evaluation for a unit member receiving an effectiveness rating of "Accomplished" on the unit member's most recent evaluation conducted pursuant to this article. Such unit members may be evaluated once every three years instead of annually as long as the teacher is making progress on his/her Professional Growth Plan. This will apply to school counselors who are rated Accomplished so long as the

metric of student outcomes, for the most recent school year for which data is available, is Skilled or higher on the evaluation rubric. Triennial evaluations conducted pursuant to this article are completed by May 1 of the evaluation year and unit members are provided a written copy of their evaluation results by May 10.

- c. The Superintendent/designee may waive the annual evaluation for a unit member receiving an effectiveness rating of "Skilled" on the unit member's most recent evaluation conducted pursuant to this Article. Such unit members may be evaluated once every two years instead of annually as long as the teacher is making progress on his/her Professional Growth Plan. This also applies to school counselors who so long as the metric of student outcomes, for the most recent school year for which data is available, is Skilled or higher on the evaluation rubric. Biennial evaluations conducted pursuant to this Article are completed by May 1 of the evaluation year and unit members are provided a written copy of their evaluation results by May 10.
- d. In any year that a unit member is not formally evaluated pursuant to paragraphs (b) or (c) of this Section as a result of receiving a rating of Accomplished or Skilled on the unit member's most recent evaluation, an individual qualified to evaluate a unit member shall conduct at least one formal observation of the unit member and hold at least one conference with the unit member utilizing the observation form in Appendix D.
- e. The Board may elect not to conduct an evaluation of a unit member who was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board or a unit member who has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

3. Response to Evaluation

The unit member shall have the right to make a written response to the evaluation written report and to have it attached to the

evaluation written report to be placed in the unit member's personnel file. The unit member's evaluation response must be submitted to the Superintendent within five (5) workdays of the evaluation conference.

Q. Professional Development

1. Professional growth and improvement plans shall be developed as follows:
 - a. 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.
 - b. Unit members with a final summative/holistic rating of Accomplished will annually develop a self-directed professional growth plan prior to the first observation conference and may choose their evaluator for the evaluation from a list of district-approved evaluators within the unit member's assigned building.
 - c. Unit members with a final summative/holistic rating of Skilled will, on an annual basis, jointly develop a professional growth plan with the evaluator prior to the first observation conference and will have input on the selection of an evaluator, within the unit member's assigned building, for the next evaluation.
 - d. Unit members with a final summative/holistic rating of Developing will annually develop a Professional Growth Plan guided by the evaluator prior to the first observation conference. The evaluator will grant final approval of the plan.
 - e. Unit members with a final summative/holistic rating of Ineffective will be placed on an improvement plan developed by the evaluator. The evaluator will take into consideration any input from the teacher when developing the improvement plan.
 - f. A unit member new to the District will develop a Professional Growth Plan collaboratively with the evaluator.

2. Professional growth and improvement plans for a school year shall be developed no later than September 15.
3. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance available.
4. The Board shall provide for professional development to accelerate and continue unit member growth and provide support to poorly performing unit members.
5. The Board shall provide for the allocation of financial resources to support professional development.

P. Due Process

A unit member shall be entitled to Association representation at any conference held during this procedure in which the unit member will be advised of disciplinary action or if the unit member is under consideration for nonrenewal.

**ARTICLE 3.2
TEACHER EVALUATION**

1. This Article (3.2) pertains only to those licensed/certificated employees who are not covered in Article 3.1.
2. Licensed/certificated employees who are not covered in Article 3.1 shall be evaluated no later than the first day of May, and the licensed/certificated employee being evaluated shall receive a conference and a written report on the results of this evaluation not later than the tenth day of May. At least two (2) formal observations, of at least thirty (30) minutes, shall be conducted to support each evaluation. If the licensed/certificated employee does not meet or exceed district expectations, he or she will develop an improvement plan with his or her evaluator.
3. Improvement plan
 - a. The improvement plan is a clearly articulated assistance program, which includes completion timelines.
 - b. Improvement plans for the school year shall be developed no later than September 15.
 - c. Improvement plan shall describe the specific performance expectations, resources and assistance available.

- d. In the event that the teacher and evaluator cannot agree on the evaluator's expectations for the improvement plan, an additional administrator appointed by the Superintendent/designee and an additional teacher selected by the evaluated teacher will help to facilitate further discussion between the evaluated teacher and evaluator.
 - e. The evaluator will approve the improvement plan.
4. Licensed/certificated employees on continuing contracts may be evaluated one time every three years. This guideline does not prohibit additional observations and appraisals by administrators.
 5. Teacher observations and/or post-observation conferences will not be conducted the first or last week of the school year or the day before or after Thanksgiving, winter, or spring break.
 6. The timelines contained herein may be extended by mutual agreement, or by the absence of the evaluator or the licensed/certificated employee being evaluated.
 7. Article 3.2 of this staff appraisal program shall supersede and take the place of all statutory evaluation requirements, including ORC Section 3319.111.
 8. A licensed/credentialed employee may have an Association representative who is available during the second observation conference. When the request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board

Mick Tapp 8-2-21
 Superintendent date
Edam 8/2/21
 Treasurer date

For the Association

Bittany Smith 7/23/2021
 President date
Tricia Fisher 7/23/2021
 Bargaining Chair date

Salary Schedule

Effective 7-1-21 through 6-30-22

2% Pay Raise

YEARS	BA	5YR	MA	MA+30		
0	\$43,997	\$45,757	\$49,277	\$51,257		
	1.000	1.040	1.120	1.165		
1	\$45,757	\$47,517	\$51,257	\$53,236		
	1.040	1.080	1.165	1.210		
2	\$47,517	\$49,277	\$53,236	\$55,216		
	1.080	1.120	1.210	1.255		
3	\$49,277	\$51,257	\$55,216	\$57,416		
	1.120	1.165	1.255	1.305		
4	\$51,257	\$53,236	\$57,416	\$59,616		
	1.165	1.210	1.305	1.355		
5	\$53,236	\$55,216	\$59,616	\$61,816		
	1.210	1.255	1.355	1.405		
6	\$55,216	\$57,416	\$61,816	\$64,236		
	1.255	1.305	1.405	1.460		
7	\$57,416	\$59,616	\$64,236	\$66,875		
	1.305	1.355	1.460	1.520		
8	\$59,616	\$61,816	\$66,875	\$69,515		
	1.355	1.405	1.520	1.580		
9	\$61,816	\$64,236	\$69,515	\$72,155		
	1.405	1.460	1.580	1.640		
10	\$64,236	\$66,875	\$72,155	\$74,795		
	1.460	1.520	1.640	1.700		
11	\$66,875	\$69,515	\$74,795	\$77,875		
	1.520	1.580	1.700	1.770		
12	\$69,515	\$72,155	\$77,875	\$80,954		
	1.580	1.640	1.770	1.840		
13	\$72,155	\$74,795	\$80,954	\$84,034		
	1.640	1.700	1.840	1.910		
14	\$74,795	\$77,435	\$84,034	\$87,114		
	1.700	1.760	1.910	1.980		
15	\$76,115	\$78,755	\$85,574	\$88,654		
	1.730	1.790	1.945	2.015		
16	\$76,985	\$79,625	\$86,444	\$89,524	\$870	1
17	\$77,855	\$80,495	\$87,314	\$90,394	\$1,740	2
18	\$78,725	\$81,365	\$88,184	\$91,264	\$2,610	3
19	\$79,595	\$82,235	\$89,054	\$92,134	\$3,480	4
20	\$80,465	\$83,105	\$89,924	\$93,004	\$4,350	5
21	\$81,335	\$83,975	\$90,794	\$93,874	\$5,220	6
22	\$82,205	\$84,845	\$91,664	\$94,744	\$6,090	7
23	\$83,075	\$85,715	\$92,534	\$95,614	\$6,960	8
24	\$83,945	\$86,585	\$93,404	\$96,484	\$7,830	9
25	\$84,815	\$87,455	\$94,274	\$97,354	\$8,700	10
26	\$85,685	\$88,325	\$95,144	\$98,224	\$9,570	11
27	\$86,555	\$89,195	\$96,014	\$99,094	\$10,440	12
28	\$87,425	\$90,065	\$96,884	\$99,964	\$11,310	13
29	\$88,295	\$90,935	\$97,754	\$100,834	\$12,180	14
30	\$89,165	\$91,805	\$98,624	\$101,704	\$13,050	15
31	\$90,035	\$92,675	\$99,494	\$102,574	\$13,920	16
32	\$90,905	\$93,545	\$100,364	\$103,444	\$14,790	17
33	\$91,775	\$94,415	\$101,234	\$104,314	\$15,660	18
34	\$92,645	\$95,285	\$102,104	\$105,184	\$16,530	19

35	\$93,515	\$96,155	\$102,974	\$106,054	\$17,400	20
36	\$94,385	\$97,025	\$103,844	\$106,924	\$18,270	21
37	\$95,255	\$97,895	\$104,714	\$107,794	\$19,140	22
38	\$96,125	\$98,765	\$105,584	\$108,664	\$20,010	23
39	\$96,995	\$99,635	\$106,454	\$109,534	\$20,880	24
40	\$97,865	\$100,505	\$107,324	\$110,404	\$21,750	25

EACH YEAR OF ADDITIONAL EXPERIENCE IN THE DISTRICT ABOVE 15 YEARS QUALIFIES FOR AN ADDITIONAL LONGEVITY INCREMENT OF \$870.