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CONTRACT BETWEEN

THE MADISON LOCAL EDUCATION ASSOCIATION

AND

THE MADISON LOCAL BOARD OF EDUCATION

EFFECTIVE AUGUST 1, 2024 THROUGH JULY 31, 2027

TABLE OF CONTENTS

		PAGE
PREAMBLE		**1**
ARTICLE I	**PROFESSIONAL NEGOTIATIONS**	**1**
	A. RECOGNITION	1
	B. BARGAINING UNIT	1
	C. PROCEDURES FOR NEGOTIATIONS	5
ARTICLE II	**GRIEVANCE PROCEDURE**	**8**
	A. PURPOSE	8
	B. DEFINITIONS	8
	C. RIGHTS OF MEMBERS AND ASSOCIATION AND GENERAL PROCEDURES	9
	D. LIMITS	10
	E. PROCEDURE	10
ARTICLE III	**EVALUATION AND CONTRACTS**	**12**
	A. TEACHER EVALUATION: OTES 2.0	12
	B. TEACHER EVALUATION: NON-OTES 2.0	24
	C. CONTRACT TERMINATION	27
	D. CONTRACTS	28
	E. REDUCTION IN FORCE PROCEDURE	32
	F. REDUCTION OF FEDERAL FUNDING IN TITLE I READING	37
	G. EMPLOYMENT OF ADMINISTRATORS	37
	H. EQUAL OPPORTUNITY EMPLOYER	37
	I. UNIFORM APPLICATION OF PATTERNS, PRACTICES & PROCEDURES TO ALL MEMBERS	38
	J. COPIES OF BOARD POLICIES	38
	K. RESIDENT EDUCATOR PROGRAM	38
	L. LEARNING DISABILITY TUTORS	39
	M. PROGRAM ELIMINATION	39
	N. MEMBER EVALUATION – OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES)	39
ARTICLE IV	**MEMBER ASSIGNMENT AND TRANSFER**	**49**
	A. MEMBER ASSIGNMENT	49
	B. POSTING	49
	C. TRANSFER PROCEDURE	50
	D. EMERGENCY TRANSFERS	51
	E. RETIREMENT INCENTIVE PROGRAM	53
	F. RETIRED TEACHERS	54
ARTICLE V	**TEACHING CONDITIONS**	**55**
	A. PREPARATION TIME	55
	B. CALENDAR	57
	C. SUPPLIES	59
	D. LUNCH PERIODS	59
	E. PROFESSIONAL WORK CENTER	59

TABLE OF CONTENTS (CONT.)

F. PARENT-TEACHER CONFERENCES 59
G. TRANSPORTATION OF STUDENTS 60
H. LUNCHES 60
I. ACADEMIC FREEDOM.....60
J. PERSONNEL FILES 64
K. ACTIVITY FUND 66
L. PERSONAL PROPERTY PROTECTION.....66
M. STUDENT DISCIPLINE AND MEMBER PROTECTION.....66
N. ADMINISTERING OF MEDICATION, CONDUCTING HEALTH & CLEANLINESS INSPECTIONS, AND PERFORMING RESPONSIBILITIES THREATENING TO MEMBERS' HEALTH & WELFARE.....67
O. TEACHER SUBSTITUTIONS.....67
P. CLASS SIZE/MEMBER WORK LOAD 68
Q. MEMBERS ASSIGNED TO HRO (HALLS, RESTROOMS, OTHER) DUTY.....69
R. INTERVENTION/WEPS/WAPS.....69
S. KINDERGARTEN SCREENING(S).....70
T. PLACEMENT OF STUDENTS WITH DISABILITIES IN REGULAR/INCLUSION CLASSROOMS.....70
U. JUST CAUSE PROVISION 70
V. EMPLOYEE DISCIPLINE.....70

ARTICLE VI LEAVE PROVISIONS.....71
A. SICK LEAVE 71
B. USE OF SICK LEAVE FOR PREGNANCY.....72
C. USE OF SICK LEAVE FOR ADOPTION.....73
D. PROFESSIONAL LEAVE.....73
E. PERSONAL LEAVE 74
F. ASSAULT LEAVE 75
G. MATERNITY AND ADOPTION LEAVE.....76
H. LEAVE OF ABSENCE.....77
I. FAMILY AND MEDICAL LEAVE 77

ARTICLE VII RIGHTS OF THE ASSOCIATION.....80
A. DIRECTORY 80
B. COPIES OF WRITTEN COMMUNICATION.....80
C. PAYROLL DEDUCTION.....80
D. USE OF SCHOOL MAILS AND BULLETIN BOARDS 81
E. ASSOCIATION BUSINESS.....81
F. INFORMAL MONTHLY MEETINGS.....81
G. MEMBERSHIP IN UEP 81
H. FACILITIES 82
I. RIGHT TO SPEAK 82
J. RIGHT TO REPRESENTATION 82
K. FAIR SHARE FEE.....82

TABLE OF CONTENTS (CONT.)

ARTICLE VIII **SCHOOL FACULTY COMMITTEE AND IN-SERVICE EDUCATION....84**

A. SCHOOL FACULTY COMMITTEE 84
B. IN-SERVICE MEETINGS 85
C. TUITION FOR ADULT EDUCATION....85
D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE....86
E. SAFETY COMMITTEE 89

ARTICLE IX **SALARY AND FRINGE BENEFITS 89**

A. REGULAR SALARY SCHEDULE 89
B. OUTSIDE WORKDAY COMPENSATION....92
C. PER DIEM RATE 92
D. MILEAGE 92
E. SEVERANCE POLICY 92
F. SUPPLEMENTAL PAY 93
G. INSURANCE 98
H. ESTABLISHING CAREER-TECHNICAL MEMBERS ON SALARY SCHEDULE 103
I. PAYROLL DEDUCTIONS 104
J. LEARNING DISABILITY TUTORS 105
K. MEMBER'S CHILDREN-TUITION FREE 106

ARTICLE X **ADULT EDUCATION....106**

ARTICLE XI **EFFECTS AND DURATION OF CONTRACT 110**

A. EFFECTS OF CONTRACT 110
B. COMPLIANCE WITH LAW....110
C. PERSONNEL POLICIES AND PRACTICES....110
D. AMENDMENT PROCEDURE 110
E. SEVERABILITY....110
F. GENERAL COMMENTS 111
G. TERM OF CONTRACT 111
H. MANAGEMENT RIGHTS 111

APPENDIX A SALARY INDEX (Effective August 1, 2019)....112

APPENDIX B-1 SALARY SCHEDULE 8/1/2024-1/23/2025 113

APPENDIX B-2 SALARY SCHEDULE 1/24/2025-7/31/2025 114

APPENDIX B-3 SALARY SCHEDULE 2025-2026 115

APPENDIX B-4 SALARY SCHEDULE 2026-2027....116

APPENDIX C VOLUNTARY TRANSFER FORM 117

APPENDIX D ASSAULT LEAVE FORM....118

APPENDIX E PROFESSIONAL LEAVE FORM **(FOR REFERENCE)** 119

APPENDIX F PERSONAL LEAVE FORM **(FOR REFERENCE)**....120

TABLE OF CONTENTS (CONT.)

APPENDIX G ASSIGNMENT FORM....121

APPENDIX H SEVERANCE PAY FORM....122

APPENDIX I GRIEVANCE FORM....123

APPENDIX J SICK LEAVE FORM **(FOR REFERENCE)**....125

APPENDIX K LEAVE OF ABSENCE FORM....126

APPENDIX L NON-OTES EVALUATION INSTRUMENTS....127-151
- Pre-Observation Conference – L-1....128
- Teacher Evaluation Form - L-2....129-130
- Post-Observation Summary - L-3....131
- Evaluation Summary - L-4....132
- Alternative Program Instructor – L-5....133-135
- Attendance Officer – L-6....136-138
- Career Connections Counselor – L-7....139-142
- Library/Media Specialist – L-8....143-145
- Speech-Language Pathologist – L-9....146-148
- Supervising Teacher – Online Academy – L-10....149-151

APPENDIX M FAMILY & MEDICAL LEAVE FORM....152

APPENDIX N APPLICATION FOR MEDICAL REIMBURSEMENT....153

APPENDIX O-1 OUTSIDE WORKDAY COMPENSATION FORM....154

APPENDIX O-2 TEACHER SUBSTITUTIONS FORM....155

APPENDIX O-3 MULTIPLE TEACHERS SUBSTITUTIONS FORM....156

APPENDIX P INFORMAL OBSERVATION: LESSON PLAN....157

APPENDIX Q OTES 2.0 FORMS....158

Form 1 – Self-Assessment Summary Tool....159
Form 2 – Professional Growth Plan....160
Form 3 – High-Quality Student Data Verification Form....161
Form 4 - Walkthroughs/Informal Observations:
- Overview and Resources (2 pages)....162-163
- Walkthroughs/Informal Observations - General Form....164
- Walkthroughs/Informal Observations - Open-Ended Form.165

Form 5 – Pre-Conference Planning....166
Form 6 – Teacher Performance Evaluation Rubric (9 pages)....167-175
Form 7 – Post-Conference Planning....176
Form 8 – Final Holistic Rating of Teacher Effectiveness – Full Evaluation....177
Form 9 - Final Holistic Rating of Teacher Effectiveness – Accomplished or Skilled Carry Forward....178
Form 10 – Improvement Plan (3 pages)....179

TABLE OF CONTENTS (CONT.)

APPENDIX R TRANSPORTATION BY PRIVATE VEHICLE FORMS (2 pages)……182-183

APPENDIX S OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES) FORMS 184-203
- Self-Assessment – Form……...184-187
- Professional Growth Plan – Form 2……188
- Student Metrics – Form 3……..189-190
- Informal Observations – Form 4……...191
- Pre- and Post- Conference Questions – Form 5……192
- Assessment of School Counselor Performance -Form 6..193-198
- Planning for the Post-Observation Conference -Form 7...199
- Final Summative Rating -Form 8……...200
- Improvement Plan – Form 9……...201-203

APPENDIX T TOTAL MANAGED HEALTH CARE PLAN (PPO) HDHP W/HEALTH SAVINGS ACCOUNT (HSA) WELLNESS PROGRAM…….…….204-206

PREAMBLE

The Board of Education of the Madison Local Schools, hereinafter called the Board, together with the Madison Local Education Association (MLEA), an Ohio Education Association (OEA)/National Education Association (NEA) affiliate, hereinafter called the Association, recognize that the development and operation of education programs of the highest quality, for the benefit of the students and their communities, is a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent, the administrative staff, and the members of the bargaining unit.

ARTICLE I – PROFESSIONAL NEGOTIATIONS

A. RECOGNITION

The Board, the Superintendent, the administrative staff, and members of the bargaining unit can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience, and judgment of the others in resolving matters of concern which affect the quality of the educational program.

It is recognized that the Board has the responsibility and obligation to do all in its power to provide the necessary funding, facilities, supplies, and other services that are required by the teaching staff to carry out their educational responsibilities.

The Board declares that neither the Board nor representatives of the Board nor Administrators will meet with, recognize, or confer with any members' organization or quasi-organization relative to negotiations, matters of professional concern, or other items of concern that would be within the scope of Association interest.

It is the purpose of this Contract to establish the relationship between the Board and the Association and to set forth one orderly procedure for the consideration and resolution of matters of concern.

This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. BARGAINING UNIT

1. The bargaining unit shall include all members as defined by Ohio Revised Code (ORC) 3319.09 who are employed by the Board, including those members who are on an approved leave of absence or in a lay-off status, except for the following:

    a. Management level employees

b. Supervisors

c. Seasonal and casual employees as determined by the State Employment Relations Board.

2. Definitions:

a. Management Level Employees:

"Management level employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer contracts, or have a major role in personnel administration. Assistant superintendents, principals, and assistant principals whose employment is governed by Section 3319.02 of the Revised Code are management level employees.

b. Supervisor:

"Supervisor" means any individual who has authority, in the interest of the Board, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline members; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

c. Members:

"Members" means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisor, superintendents, or in any other educational position for which the State Board of Education requires certification including persons having a certificate issued pursuant to Sections 3319.22 and 3319.31, inclusive, of the Revised Code and employed in an educational position, as determined by the State Board of Education, under programs provided for by federal acts or regulations and financed in whole or in part from federal funds, but for which no certification requirements for the position can be made under the provisions of such federal acts or regulations.

d. Member as Supervisor or Management Level Employee:

(1) No member as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor or a management level employee unless he is employed under a contract governed by Section 3319.01, 3319.011, or 3319.02 of the

Revised Code AND assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code OR is a supervisor certified under division (1) OF Section 3319.22 of the Revised Code.

(2) Members who are department chairmen or consulting members shall not be deemed supervisors.

(3) Any questions or disagreements with regard to the inclusions or exclusions of individuals of the bargaining unit shall be submitted to the State Employment Relations Board (SERB) for determination. Such submission to SERB would normally be preceded by an effort on the part of the Association and the Board to clearly identify and resolve the problem in accordance with the provisions of ORC 4117.

e. Full-time: A member who is employed to perform a full day's work as defined by this Contract for a minimum of one hundred twenty (120) days or more in a work year.

Part-time: A member who works less than a full day as defined by this Contract and/or less than the minimal standard of one hundred twenty (120) workdays per work year.

f. Bargaining Unit Work: All work performed by a member(s) of the bargaining unit and any work that is similar to such work.

g. Seniority:

(1) Seniority Defined

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

(1.1) Seniority shall begin to accrue from the first day worked in a bargaining unit position, within the required regular school calendar. This day shall not precede the first required teacher workday, or regular school calendar.

(1.2) Seniority shall accrue for all time a member is on active pay status or is receiving workers' compensation benefits.

(1.3) Time spent on inactive pay status (unpaid leave or layoff) shall contribute to the accrual of seniority and shall not constitute a break in seniority.

(1.4) Full-time members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.

(1.5) Part-time members shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

(1.6) No member shall accrue more than one (1) year of seniority in any work year.

(2) Equal Seniority

(a) A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.

(b) Ties in seniority shall be broken by the following method to determine the most senior member;

(1.1) The member with the first day worked for the Board on the regular school calendar; then

(1.2) The member with the earliest date of employment (date of hire); then

(1.3) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

(3) Super Seniority

(a) For layoff purposes only, members employed under continuing contract shall have greater seniority than members employed under limited contract.

(b) For layoff purposes only, the Association President shall be the most senior employee in the bargaining unit.

(4) Loss of Seniority

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

(5) Posting of Seniority List

The seniority list shall be posted twice annually, by September 30th and January 15th of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating area of certification or license, current assignment (subjects and/or grade level), building, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. Said list shall be provided to the Association President on or before the date of posting or as may be otherwise required.

(a) The names of members on the seniority list shall appear in seniority rank order with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.

(b) The names of part-time members shall appear on the seniority list but shall be listed in accordance with seniority as defined in Section g.(1)(a)(1.5).

(6) Correction of Inaccuracies

Each member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents, in cooperation with the MLEA shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

C. PROCEDURES FOR NEGOTIATIONS

1. Recognition:

The Board declares that it will recognize the Association as the sole and exclusive agent of the bargaining unit (as defined by Section B of this Article) for purposes of negotiations in accordance with Section C.4. The Association shall retain said recognition until such time as a new agent is determined in accordance with the procedures contained in this document.

2. Challenge:

Any change in the bargaining unit representative shall occur in accordance with ORC 4117.

3. Right to Organize:

   The right to organize shall be in accordance with ORC 4117.

4. Scope of Bargaining:

   The scope of bargaining shall be in accordance with ORC 4117.

5. Initiation of Negotiations and Time Line for the Bargaining Process:

   Either the Board or the Association may cause negotiations for a successor contract to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Contract that will result in a new successor Contract. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association. The collective bargaining process shall commence no more than one hundred fifty (150) nor less than ninety (90) days prior to the expiration date of the existing Contract and shall be at a mutually acceptable time within seven (7) days of the date that the initiating notice was served.

6. While Negotiations are in Progress:

   a. Recesses – The chairman of either group may recess his group for independent caucus at any time. Caucuses shall be of reasonable length.

   b. Protocol – no action to coerce or censor or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.

   c. Item Agreement – Tentative agreement on each negotiation item shall be reduced to writing and initialed by the spokesperson for each party. Such initialing shall be construed as tentative agreement only.

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

7. Disagreement – shall be resolved as prescribed by ORC 4117.

8. Negotiating Team:

   The Board and the recognized members' organization shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) members each. Each team is to announce the name of its spokesperson. Neither side will have any control over the selection of the representatives of the other side. While no final Contract shall be

executed without ratification by the members' organization and the Board, the parties mutually pledge that their representatives will be clothed with sufficient power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak. If an alternative form of bargaining, such as IBB, is agreed upon by both sides, then the established rules of that particular form of bargaining will be followed.

9. Meetings:

The Superintendent or his designated representative shall meet at reasonable times with representatives of the members' group in order to exchange facts, opinions, and to weigh proposals in a sincere effort to reach agreement on all matters submitted for negotiations. The first and (anticipated) last bargaining sessions shall be conducted during the teacher's contracted day. If in-service or professional development days fall within the period of negotiations, those days will be used for bargaining if mutually agreed upon by both parties. Each party is expected to deal openly and fairly with the other and to conduct such negotiations in good faith.

10. Exchange of Information:

The request for information by the members' representatives and the request for information by the Superintendent shall be willingly given so long as it pertains to the issues under discussion and is considered part of the public record. The Board and the members' representatives will incur no special expense in providing such information to the requesting party.

11. Progress Reports:

Progress reports may be issued to the news media during negotiations provided that such release shall be in writing and have prior approval of the two designated spokespersons.

It has been the practice of the Association team to issue general progress reports concerning negotiations to the Association membership. It shall also be the practice of the Superintendent of Schools to issue progress reports relative to negotiations to the Administrators of the Madison Local School District.

12. Final Contract reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total Contract, and submitted by the Association to the membership for ratification. Upon ratification by the Association, the Contract shall be submitted to the Board for adoption or rejection. The Board must make said adoption or rejection within fifteen (15) calendar days of the date of member

ratification. If the Contract is ratified by the Association and adopted by the Board, it shall become a part of the minutes of the Board and a part of the Contract between the Board and the Association.

Within two (2) weeks of the final printing, examination copies will be provided to the Association President by the Board. Copies of this Contract shall be printed at the expense of the Board and presented to the Association President within thirty (30) days of the adoption of a Contract and/or modification(s) of the existing Contract and posted on the District website via the Staff Links portal. The Board shall provide the MLEA President with thirty (30) printed copies within thirty (30) days of the finalization of the Contract.

ARTICLE II – GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

1. A “grievance” is defined as a complaint involving the alleged claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment as may be a part of the written Contract entered into between the Board of Education and the Madison Local Education Association.

2. An “aggrieved person” or “grievant” is the member, group of members, or the Association alleging that a violation exists that is in accordance with Section 1 above.

3. The term “member” shall refer to all certified employees of the Board who are eligible for membership in the Association as defined in Article I, Section B.

4. A “group or class action grievance” shall have risen out of similar circumstances affecting two (2) or more members.

5. A “party in interest” is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

6. The word “day” as used in this Article shall mean a day during the regular school year when school is in session including parent/teacher conference days and professional meeting days but excluding calamity days.

C. RIGHTS OF THE MEMBERS AND ASSOCIATION AND GENERAL PROCEDURES

1. A grievant or a party in interest may be represented at any and all stages of the grievance procedure as required by this Article, by a person of his/her choosing from the Association, a representative of the Association or of the legal profession.

   The grievant and the Association President shall receive notice of the date, time, and place of all hearings under this procedure. The Association shall be entitled to have representation of its choosing at all hearings whether or not it is representing the grievant. The adjustment of the grievance shall not, under any circumstances, be inconsistent with the terms of this Contract.

2. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

3. The initiation of a grievance shall be at the lowest level. However, when a grievance is filed involving members from more than one (1) building, or is a class action grievance, or if the grievant believes that the principal/immediate supervisor is without authority to decide the issue, or when the grievance is filed by the Association, the grievance may be filed directly to Level Three (Superintendent).

4. Disciplinary action shall not be taken by any parties involved in the grievance procedure against the aggrieved person, any Association representative, any member of the Grievance Committee, or any participant in the grievance procedure by reason of such participation, providing ethical procedures are followed.

5. An Association representative and/or Grievance Committee member(s) may assist in the writing of any grievance, but not during pupil contact time.

6. Grievances shall be filed on an official form available from the Association building representatives, or officers.

7. Grievances and related documents will not be placed in the personnel file of a member

8. The Board and the Administration shall cooperate with the Association in its investigation of any grievance and shall furnish the Association with the necessary information as required for the processing of any grievance.

9. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

10. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

11. The MLEA President shall receive a copy of all grievances, decisions, or appeals at Level Two and above.

12. The MLEA President or his/her designee shall have the right to attend any or all grievance hearings at Level Two and above.

13. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

14. A grievance may be withdrawn by the Association at any time without prejudice.

D. LIMITS

1. The number of days at each level shall be considered as maximum and every effort should be made to expedite the process.

2. Time limits may be extended by mutual agreement of the aggrieved and the administrative representative at the level involved.

3. If the grievance is not filed at Level Two or if filed pursuant to Article II, Section C.3. at Level Three within forty-five (45) days after the grievant knew or should have known of the act upon which the grievance is based, the grievance shall be waived.

4. Failure of the grievant to follow proper steps and sequence in pursuing redress of the grievance shall cause the grievance to be dropped. If the Board fails to adhere to the proper steps, time limits, and sequence of procedures, the relief sought in the grievance shall be granted.

E. PROCEDURE

LEVEL ONE (Informal)

A grievant shall discuss his grievance with his principal or immediate superior either by himself or with an Association representative, with the objective of resolving the grievance informally unless the grievance situation is filed in accordance with Section C.3. of this Article. When a grievance is to be filed in accordance with Section C.3., such discussion may be initiated, by the grievant, with the Superintendent.

LEVEL TWO

1. If the grievance is not resolved informally within five (5) school days or in the event the informal step is not utilized, the grievant may file a grievance

in writing [three (3) copies] with the appropriate supervisor, with a copy to the President of the Association.

2. Within five (5) school days of receipt of the written grievance, the appropriate supervisor shall meet with the grievant and/or the President of the Association and/or his/her designee in an effort to resolve the grievance.

3. The appropriate supervisor shall render a written decision within five (5) school days following statement 2. above. The statement shall include the reason for this decision based upon the circumstances of the grievance. One (1) copy shall go to the aggrieved, one (1) to the building principal or immediate supervisor, and one (1) to the President of the Association.

LEVEL THREE

1. If the grievance is not resolved at Level Two, the grievant may refer the grievance to the Superintendent within five (5) school days of receipt of the written decision rendered by the appropriate supervisor.

2. Within five (5) school days of receipt of a written grievance, the Superintendent or in the event of the Superintendent's absence, his designee shall meet with the grievant and/or the President of the Association and/or his/her designee in an effort to resolve the grievance.

3. The Superintendent or his designee shall render his decision within five (5) school days following this meeting. The decision shall include reasons based upon the circumstances of the grievance. One (1) copy shall go to the grievant and one (1) to the President of the Association.

LEVEL FOUR

1. If the grievance is not resolved at Level Three, the grievant may refer the grievance to the Board of Education within five (5) school days of the receipt of the written decision rendered by the Superintendent.

2. At the next regularly scheduled Board of Education meeting after the receipt of a written grievance, the Board of Education shall meet with the grievant and/or the President of the Association in an effort to resolve the grievance.

3. The Board of Education shall render its decision within five (5) school days following the meeting. The decision shall include reasons based upon the circumstances of the grievance. One (1) copy shall go to the grievant and one (1) to the President of the Association.

LEVEL FIVE

1. If the grievance is not resolved at Level Four, the Association may submit to arbitration within ten (10) days after the receipt of the Level Four

decision. The Association will notify the Board that the grievance will be submitted.

2. If the Superintendent, the Board, or their designee and the Association and/or the Association representative cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall limit his decision to the application cited in the grievance.

3. The Association, at its option, may require that the grievance be processed through the Expedited labor Arbitration Rules of the American Arbitration Association. Should this option be exercised by the Association, such rules would be adhered to for the selection of an arbitrator as well as the arbitration proceedings.

4. Authority of the Arbitrator:

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

5. The cost of arbitration will be paid by the Board if the decision is in favor of the grievant; if the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties.

ARTICLE III – EVALUATION AND CONTRACTS

A. TEACHER EVALUATION: OTES 2.0

1. Definitions:

   a. Evaluation Cycle: The period from the first workday or from the date when an improvement plan based on a summative rating of "Ineffective" is implemented through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this Contract or ORC.

   b. Evaluation Procedure: The procedural requirements set forth in this Agreement which conform with and provide specificity to the statutory obligations established by ORC 3319.111 and ORC 3319.112.

c. Evaluation Rating: The final summative evaluation rating that is assigned to a teacher based on the holistic review of the Teacher Performance Evaluation Rubric. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

d. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Teacher Performance Rubric. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

e. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

f. Improvement Plan (IP): 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 purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

(1) When an administrator initiates an Improvement Plan, he or she must:

(a) Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;

(b) Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;

(c) Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;

(d) Determine additional education or professional development the teacher needs to improve in the identified area(s); and

(e) Gather evidence of progress or lack of progress.

If the teacher does not take corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan.

g. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

h. Ohio Teacher Evaluation System (OTES 2.0): The teacher evaluation system required by ORC 3319.111 and ORC 3319.112.

i. Professional Growth Plan (PGP): A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this Agreement as Appendix Q.

j. Teacher Performance: The assessment of a teacher, during the evaluation cycle, determined by using the Teacher Performance Evaluation Rubric consisting of indicators based upon the Ohio Standards for the Teaching Profession and reported using the rubric contained in Appendix Q of this Agreement.

2. HQSD Committee

There shall be an HQSD Committee to look for potential HQSD instruments and to annually review the proposed HQSD instruments to determine if each instrument meets the HQSD instrument criteria in Section 8, b (High Quality Student Data).

a. The HQSD Committee shall be composed of one administrator as Chairperson, the Director of Curriculum and Instruction, and teachers appointed by the MLEA Executive Committee per Item b of this Section.

b. The teachers on the committee shall be as follows:

(1) Elementary Level (K-5): eight (8) teachers total [one (1) teacher per grade level (K-5), one (1) special education teacher, and one (1) specialist teacher];

(2) Secondary Level (6-12): seven (7) teachers total (one (1) teacher per subject area, one (1) special education teacher, one (1) career tech teacher, and one (1) specialist teacher;

(3) Additional HQSD Committee members may be added when deemed necessary by the Chairperson.

c. A tentative meeting schedule shall be developed for each school year by the Chairperson and shared with all members of the HQSD Committee no later than the first teacher workday. Additional meetings may be called by the Chairperson with at least a ten (10) day notice to committee members.

d. Meetings shall be held during the school day unless determined by the Chairperson. Members shall receive a two percent (2%) of the base stipend paid by June 15 of each school year. If a member misses more than two (2) meetings in the school year, the member shall forfeit their membership on the committee. In the event a member is dismissed, MLEA will appoint a replacement, and the stipend will be paid proportionally based on the number of meetings attended.

e. Responsibilities:

(1) To review the instruments submitted and provide recommendations to the Chairperson who shall have final approval or disapproval of the proposed instruments and will notify in writing the approval or disapproval reasons;

(2) To annually review all sources of HQSD; and

(3) To look for sources of HQSD.

f. All members of the committee shall receive training regarding their duties.

3. Teaching Employees Covered By This Procedure

a. This procedure applies to any person employed under a:

(1) teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under ORC 3319.301,

(2) and who spends at least fifty percent (50%) of his or her time providing content-related student instruction.

b. The District may elect not to conduct an evaluation for any teacher who:

(1) submitted notice of retirement, and such notice has been acted upon by the Board, on or before December 1 of the school year in which they plan to retire;

(2) is on leave for fifty percent (50%) or more of the school year;

(3) is a substitute teacher.

4. Credentialed Evaluators

a. It is the intent of the Board to have individual building administrators conduct each of their teacher's evaluations. However, in situations deemed necessary by the Superintendent, the right to assign other OTES credentialed building or central office administrators will be maintained. Third-party evaluators shall not be utilized by the Board.

b. Members of the bargaining unit shall not evaluate other members of the bargaining unit. Evaluations will only be conducted by management personnel hired or contracted by the Board who are administrators licensed by the State Department of Education.

5. Teacher Evaluation and Timeline Requirements

a. For teachers covered by OTES 2.0, the Board will utilize the Ohio Department of Education OTES 2.0 model and forms, unless the parties choose to utilize modified forms. If OTES 2.0 is ever rescinded by the legislature for ODE, then the evaluation procedure for non-OTES 2.0 teachers will be used for all teachers unless the new law dictates a revised evaluation procedure.

b. The summative evaluation rating shall be based upon preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Standards for the Teaching Profession. Evidence gathered through the conferences, observations, and walkthroughs for the current school year may be used. If an evaluator collects evidence outside of the evaluation procedures, such evidence shall be presented and discussed with the teacher within five (5) days of its collection and prior to any formal observation or formal evaluation conference.

c. Teachers who receive a holistic rating of "Accomplished" on their evaluation cycle shall have one (1) Full Evaluation Cycle every three (3) years.

(1) In a less frequent evaluation cycle, or "off year" cycle, the teacher shall have one (1) focused observation and the teacher selects one (1) focus area from the teacher's Professional Growth Plan to be observed.

d. Teachers who receive a holistic rating of "Skilled" on their evaluation cycle shall have one (1) Full Evaluation Cycle every two (2) years.

(1) In a less frequent evaluation cycle, or "off year" cycle, the teacher shall have one (1) focused observation and in collaboration with his/her evaluator select one (1) focus area from the teacher's Professional Growth Plan to be observed.

e. Teachers who receive a holistic rating of "Developing" or "Ineffective" on their evaluation cycle shall have one (1) Full Evaluation Cycle every year.

(1) In a Phase Two observation, the teacher will be guided by his/her evaluator to determine the focus area(s) to be observed.

f. A new teacher to the District will be guided by his/her evaluator to determine the focus area(s) to be observed.

g. If the results of the evaluations are sufficient to cause consideration of non-renewal, teachers shall be evaluated using at least three (3) observations. A Phase Three observation shall be scheduled prior to May 1.

h. All teacher evaluations shall be completed by May 1, and each teacher shall be provided with a written copy of the evaluation results by May 10.

i. Full Evaluation Cycle:

(1) Phase One Observation:

(a) Shall occur prior to December 15.

(b) The evaluator shall conduct a formal holistic observation utilizing the Teacher Performance Evaluation Rubric (Appendix Q) for not less than thirty (30) continuous minutes.

(2) Phase Two Observation:

(a) Shall occur prior to March 31, but not before January 1.

(b) The evaluator shall observe one (1) formal focused area and may include area(s) of relative strength and/or area(s) targeted for improvement for not less than thirty (30) continuous minutes.

(c) If the results of the evaluations are sufficient to cause consideration of non-renewal, said reasons shall be provided in writing at the post-conference, and a Phase Three observation shall be scheduled prior to May 1.

(3) Phase Three Observation:

(a) If a teacher may be considered for non-renewal, then Phase Three of the evaluation cycle shall be scheduled prior to May 1.

(b) The evaluator shall observe all deficient areas for not less than thirty (30) continuous minutes.

j. Deadlines may only be extended for a legitimate emergency. Members shall be notified by email of a deadline change.

(1) Any deadline extensions for observations will be on a day-to-day basis and will not be extended beyond two (2) days of the original deadline.

(2) Post conference emergencies will not be extended beyond five (5) days of the original deadline.

k. Teachers will not be observed for the purpose of evaluation: on the day before or after a break, on the day after an absence due to illness or leave, on days of in-service, or the last day of a grading period. Exceptions to this provision may be made with the agreement of the involved teacher.

l. Monitoring or listening devices will not be used in the evaluation of teachers without their consent.

m. Video recording may be used, at the option of the teacher, as an observation supplemental; however, the teacher may make a decision not to submit the video recording after the recording session.

6. Evaluation Procedures for Full Cycle Evaluations

a. There shall be a pre-conference held with the teacher within five (5) days of the observation to discuss the observation, the PGP or IP, HQSD, questions related to the rubric being used, to collect evidence, and to schedule the date of the observation if it has not already been scheduled.

(1) Teachers are not required to complete a "Self-Assessment". If utilized, the results are private and not required to be shared with the evaluator.

b. Phase Observation see 5. i. (1)-(3)

c. There shall be no more than two (2) walkthroughs utilizing Appendix Q conducted in each Phase.

(1) A walkthrough is a formative assessment process that focuses on no more than three (3) of the following

components which result in a brief written notes or a summary:

(a) Evidence of planning
(b) Lesson Delivery
(c) Differentiation
(d) Resources
(e) Class Environment
(f) Student Engagement
(g) Assessment

(2) The walkthrough shall be no longer than fifteen (15) continuous minutes in duration.

(3) The teacher shall be provided a copy of the walkthrough form no later than five (5) days following the walkthrough.

(4) At the request of the teacher, a formal debriefing shall occur no later than five (5) days after the receipt of the walkthrough form.

d. There shall be a post-conference scheduled to take place within five (5) days of any observation.

(1) The purpose of the conference will be to review the contents of the observation form (Appendix Q), discuss PGP, HQSD, and areas where improvement is deemed necessary or where the teacher's progress has been made since the previous evaluation.

e. Evaluators will document evidence to support the final holistic evaluation rating and shall have completed the written evaluation prior to the conference.

f. Teachers are encouraged to present data and demonstrate evidence during all post-conferences and all relevant data/artifacts shall be considered in the calculation of the evaluation.

g. The teacher shall be given the opportunity to add his/her written comments to the evaluation and will be required to sign the form before the conclusion of the conference. Such signature shall not acknowledge agreement with the evaluator's comments. The teacher will receive a copy of the evaluation form at the time it is signed.

h. Teachers will be given an opportunity to correct deficiencies noted during the evaluation and add any comments to their evaluation. No further evaluation will be completed during the next thirty (30) calendar days.

i. Upon request, the teacher's department head subject matter specialist, or a District administrator in the teacher's building (who is not the primary evaluator) may observe the teacher in his/her performance of his/her teaching responsibilities for the purpose of providing assistance and the improvement of instruction only. Any analysis or conclusion by such individual shall not be considered with regard to employment questions or be included in the teacher's evaluation.

j. If the results of the evaluation(s) are sufficient to cause consideration of non-renewal, said reasons shall be provided in writing at the time of the post-conference and a Phase Three observation shall be scheduled prior to May 1.

7. Less Frequent Evaluation Cycle, or "Off Year" Cycle Procedure

a. There shall be one (1) observation in a year that a teacher is not formally evaluated.

(1) There shall be a pre-conference, or electronic correspondence, held with the teacher within five (5) days of the focused observation where the focus area(s) shall be decided in accordance with Article III, A, 5, c.(1) and d.(1), and the date of the observation shall be scheduled if it has not already been scheduled.

b. The evaluator shall conduct an observation utilizing the walkthrough form (Appendix Q) for no more than thirty (30) continuous minutes that focuses on identified focus area(s).

c. There shall be a post-conference scheduled within five (5) days of the observation.

(1) The purpose of the conference will be to review the contents of the walkthrough form, PGP, HQSD, and the discussion of areas where improvement is deemed necessary, or where progress was made since the teacher's previous evaluation cycle.

(2) Evaluators will document evidence to support the final evaluation rating and shall have completed the written evaluation prior to the conference.

(3) Teachers are encouraged to present data and demonstrate evidence during post-conference and all relevant data/artifacts shall be considered in the calculation of the evaluation.

(4) The teacher shall be given the opportunity to add his/her written comments to the evaluation and will be required to sign the form before the conclusion of the conference. Such signature shall not acknowledge agreement with the evaluator's comments. The teacher will receive a copy of the evaluation form at the time it is signed.

8. High Quality Student Data (HQSD)

a. High Quality Student Data (HQSD) means locally determined data that provides evidence of student learning attributable to the teacher being evaluated and shall be an HQSD Committee approved data source that provides evidence of student learning. When applicable to the grade level or subject area taught, HQSD shall include the value-added progress dimension. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

b. HQSD will meet the following criteria:

(1) aligns to learning standards,
(2) measures what is intended to be measured,
(3) be attributable to the specific teacher for course(s) and grade level(s) taught,
(4) demonstrates evidence of student learning (achievement and/or growth),
(5) follows protocols for administration and scoring,
(6) provides trustworthy results; and
(7) does not offend or be driven by bias.

c. Each evaluation shall contain two (2) measures of HQSD. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

d. HQSD must provide evidence of student learning attributable to the teacher being evaluated. HQSD may be used as evidence in any component of the evaluation where applicable. See Appendix Q.

e. The teacher must use the data generated from the HQSD instrument(s) by:

(1) Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;

(2) Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students;

(3) Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis; and

(4) Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards.

f. HQSD shall not be aggregated to provide “shared attribution” among teachers.

g. HQSD is used primarily for teacher growth and as a tool to inform teacher practices.

9. Annual Professional Development

a. Professional Growth Plans (PGP) and Improvement Plans (IP) shall be developed annually by all teachers as follows:

(1) The PGP shall be developed no later than September 15 and effective for the evaluation cycle.

(a) Teachers who are being placed on an Improvement Plan due to an “Ineffective” rating shall have their IP developed no later than May 31 to allow time to improve their instructional abilities. The IP shall be effective for the evaluation cycle through May 10 of the subsequent school year.

(b) A teacher who is new to the profession or new to the District shall develop a Professional Growth Plan collaboratively with his/her evaluator no later than September 15 of the teacher’s first year (or no later than thirty (30) days after their start date if starting after the first day of the school year), utilizing the components determined by the assigned credentialed evaluator.

(2) Development of PGPs and IPs shall be:

(a) Based upon the results of the most recent final holistic rating evaluation;

(b) Aligned to any existing school or building improvement plan;

(c) Focused on growth of the teacher professionally;

(d) No more than two (2) achievable goals per evaluation cycle.

(3) Teachers with a final holistic rating of "Accomplished", on his/her most recent evaluation, shall develop a self-directed PGP.

(4) Teachers with a final holistic rating of "Skilled" shall jointly develop a PGP with their credentialed evaluator.

(5) Teachers with a final holistic rating of "Developing" shall develop a PGP guided by their credentialed evaluator.

(6) Teachers with a final holistic rating of "Ineffective" shall be placed on an IP developed by their credentialed evaluator no later than May 31.

(a) The credentialed evaluator shall clearly explain each section of the IP and expectations.

b. The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide for professional development to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in the Agreement as well as allocate financial resources to support professional development, subject to approval of the Superintendent.

10. Improvement Plan Mentor Teacher

The District shall provide teachers on an Improvement Plan with a mentor teacher if requested and agreed upon by both the evaluator and teacher.

a. Role of the Mentor Teacher

(1) The Mentor Teacher shall not have a formal evaluation role. Their role is to support the growth of the Mentee Teacher through formative tools and practices.

(2) Mentee Teacher and Mentor Teacher shall be granted release time for mentoring activities. Release time shall be coordinated by the building administrator.

(3) In addition to the release time, the Mentor Teacher shall be paid two percent (2%) of the base rate for each mentee and paid bi-annually.

(4) A Mentor Teacher shall not make, be requested or directed to make any recommendation regarding the continued employment of the Mentee Teacher and/or advancement through the Resident Educator program.

(5) All interactions between the Mentor Teacher and Mentee Teacher shall be regarded as confidential. No Mentor

Teacher shall be requested directed or voluntarily divulge information.

(6) At any time, the Mentor Teacher or Mentee Teacher may exercise a one time option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change will occur without prejudice or judgment to either mentor teacher or teacher.

11. Due Process

a. A teacher shall be entitled to Association representation, as an observer only, at any conference held during this procedure.

B. TEACHER EVALUATION: NON-OTES 2.0

1. The following provisions shall constitute the program for observation/ evaluation of member performance for non-OTES 2.0 teachers:

a. The evaluation system will be uniform throughout the District.

b. Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit. Evaluations will only be conducted by management personnel of the Board who are certified by the State Department of Education in one or more of the following areas: building principal, director, superintendent, or assistant superintendent.

c. Each member who is new to the Madison Local Schools and those who are in the final year of a limited contract shall be observed by one or more qualified evaluators (see Section 4 b above) on at least two (2) occasions for not less than thirty (30) minutes on each occasion. The first such observation shall be preceded by a notice of intent to evaluate which shall be received at least forty-eight (48) hours before the intended observation.

(1) The first observation for a formal evaluation shall occur prior to December 15.

(a) A conference relative to the evaluation shall be scheduled with the member within five (5) days of the observation.

(b) If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

(c) Prior to a second formal evaluation, follow-up observations with interim conferences shall occur with

regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

(2) A second observation shall be scheduled prior to March 31 but not before January 1.

(a) A conference relative to the evaluation shall be scheduled with the member within five (5) days of the observation.

(b) If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

(c) Prior to a third formal evaluation, follow-up observations with interim conferences shall occur with regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

d. All other limited contract members other than first year employees shall be observed on at least one (1) occasion for at least thirty (30) minutes. The observation shall occur prior to February 1.

e. If a member may be considered for non-renewal, then a third observation shall be scheduled prior to May 1.

A conference relative to the evaluation shall be scheduled with the member within five (5) days of the observation. If the results of the evaluation are sufficient to cause consideration of non-renewal, said reasons shall be provided in writing at the time of the conference. This does not preclude introduction of additional material during the hearing process.

f. A written evaluation utilizing the negotiated form(s) (See Appendix L) will be made for each observation. The form(s) will include a space to specifically indicate satisfactory performance, deficiencies, and a space to specify progress, if any, in correcting previously identified deficiencies.

Additionally, the form(s) will include a space for an optional response by the member. When deficiencies are identified that may result in non-renewal of contract, the evaluator shall provide the member with a written, detailed report that clearly identifies each deficiency and clearly specifies a program that is designed to eliminate such deficiency(ies).

g. Each observation will be followed by a conference scheduled with the member within five (5) days of the observation. The purpose of this conference will be to review the results of the observation and to generally discuss it.

h. The evaluator shall have completed the written evaluation prior to the conference. The member shall be given the opportunity to add his/her written comments to the evaluation and will be required to sign the form. Such signature shall not acknowledge agreement with the evaluator's comments. The member will receive a copy of the evaluation form at the time it is signed. Member comments may be submitted at a later time.

i. Members will be given an opportunity to correct deficiencies noted during the evaluation. No further evaluation will be completed during the next thirty (30) calendar days [fourteen (14) days for evaluation of supplemental responsibilities].

j. Members will not be observed for the purpose of evaluation on the day before or after a vacation, on the day after an absence due to illness or leave, on days of in-service, or the last day of a grading period. Exceptions to this provision may be made with the agreement of the involved member.

k. Monitoring or listening devices will not be used in the evaluation of members without their consent.

l. Video recording may be used, at the option of the member, as a supplemental observation technique; however, the member may make a decision not to submit the video recording after the recording session.

m. A member's department head subject matter specialist, or a District Administrator may observe the member in the performance of his/her teaching responsibilities for the purpose of providing assistance and the improvement of instruction only. The District Administrator shall inform the member if the observation will be part of the formal observation procedure. Any analysis or conclusion by such individuals shall not be considered with regard to employment questions.

n. For those members who are only entitled to two (2) observations, the member may request additional observations/evaluations during the school year by an individual selected by the member who meets the criteria set forth in Section 1. b above. Such requests shall be directed in writing to the principal/immediate supervisor and the Superintendent for consideration. Said request must be submitted by February 1. At least one (1) such observation/evaluation shall be granted during a school year

(during the period of the assignment in the case of supplemental responsibilities).

o. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation address in ORC 3319.11 and ORC 3319.111.

p. For teachers covered by OTES 2.0, the Board will utilize the Ohio Department of Education OTES 2.0 model and forms. If OTES 2.0 is ever rescinded by the legislature for ODE, then the evaluation procedure for non-OTES 2.0 will be used for all teachers.

C. CONTRACT TERMINATION

1. The provisions of ORC 3319.16 will be adhered to during the process of contract termination.

2. Non-Renewal of a Limited Contract:

a. The member will receive written notification from the Superintendent's office that a recommendation will be made to the Board not to renew the member's contract, with a listing of unresolved deficiencies or reasons by May 1.

(1) The member, upon receipt of said notification, may utilize the following hearing procedure:

(a) The hearing will occur following written request by the member involved. The written request will be made within five (5) days following receipt of notification that non-renewal will be recommended.

(b) The hearing before the Superintendent will be held within three (3) days following receipt of the member's request. The Superintendent's written decision will be made within five (5) days following the hearing.

(c) The member may appeal the Superintendent's decision to the Board by a written request to the Treasurer of the Board within three (3) days after receipt of the decision. The hearing before the Board will be held at the next regularly scheduled meeting of the Board or within twenty (20) days with the Board of Education's decision made within twenty-four (24) hours following the hearing. The hearing before the Board shall be in executive session unless otherwise requested by the member. The Board shall not take action to non-renew a member's contract until the hearing process has been completed or the member waives the right, in writing, to such hearings.

(d) If the Superintendent recommends renewal of a member's contract and the Board does not renew said member's contract, the Board shall supply the member with written reasons for their action.

(2) It is agreed that the Board of Education hearing specified in Section a.(1)(c) above is intended to be the Board hearing that is provided by ORC 3319.11(G). (This provision is not applicable in the case of limited contracts for supplemental responsibilities.)

(3) Written notice of the Board's action non-renewing the member's contract shall be served on the member by June 1.

(4) It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in ORC 3319.11 and ORC 3319.111.

D. CONTRACTS

1. Limited Contracts:

All members holding a provisional certificate or license and appointed to a teaching position in the Madison Schools and either appointed to a new limited contract or renewed for a limited contract for the 2011-2012 school year and thereafter, shall be awarded contracts as follows: A member will be appointed to a limited one (1) year contract. Following the completion of the first limited contract year, members are eligible for a one (1) year contract unless the member is notified in writing in accordance with Article III, Section C.2. that his/her contract will not be renewed. At the completion of the second one (1) year contract, the member will receive a three (3) year contract or, upon the recommendation of the Superintendent, dismissal will be in order. At the completion of the three (3) year contract, the member will be eligible for a five-year contract or, upon the recommendation of the Superintendent, will be dismissed. Subsequent five-year contracts will be given until the member is eligible for a continuing contract.

2. Continuing Contracts:

When a member becomes eligible for a continuing contract (time and certification) during the term of a limited contract, the member shall notify the Superintendent on or before April 1. The Superintendent shall recommend the member for a continuing contract at the April Board meeting when teaching contracts are considered. If the Superintendent chooses not to recommend interruption of the present contract, the member shall be notified as to the reasons and continue on the limited contract. The reasons given for denial of such contract shall be directly

related to the performance deficiencies that have been identified through the observation/evaluation procedure. When a continuing contract is recommended, it shall be effective for the next school year.

3. Limited Contract for Supplemental Responsibility:

a. Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. For the purposes of this Section, "period of assignment" shall mean the period of time that a member is performing the primary responsibility of the assignment. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

(1) Duration of supplemental contract

(2) Title of supplemental position

(3) Amount of supplemental compensation or hourly rate by payment section

(4) Supplemental job description

In the event of an anticipated non-renewal of a limited contract for supplemental responsibilities, two (2) observations and evaluations shall be performed. These observations and evaluations are to be distributed over the period of the assignment, shall occur with no less than ten (10) calendar days between observations, the first observation must occur during the first half of the period of the assignment, and the second observation/evaluation must be finalized no later than twenty-one (21) calendar days after the conclusion of the period of assignment. For the purposes of this Section, "period of assignment" shall mean the period of time that a member is performing the primary responsibilities of the assignment.

b. <u>Filling Supplemental Positions</u>:

All qualifications for the supplemental position shall appear on the posting notice.

Vacant supplementals shall be posted as per Negotiated Agreement. If a qualified member applies, he/she will have the right to fill said position. If no member applies, then the Board has the option as to whether they choose to fill the position.

Vacant supplementals for Head Coaching positions at the high school level shall be posted as per Negotiated Agreement. A panel shall set the qualifications once the applicants' resumes have been

received. If an applicant receives 2 or more votes, they shall be granted an interview. Whether a member or otherwise, the new Head Coach will be chosen by a majority vote of the panel. The panel will consist of one (1) community member to be agreed upon by the Board/Administration and MLEA, and an equal number of Board Representatives and MLEA members (chosen by the MLEA Executive Committee).

The Athletic Director or the administrator responsible for hiring shall contact the MLEA President at least 48 hours in advance of all interviews. If a member applicant is not selected for an interview or the position, he/she shall receive in writing the reason(s) for which they were not selected, no later than three (3) days after the decision has been made. Member applicants who are not selected for the position shall have the right to meet with the Athletic Director or the administrator involved in the hiring decision if the member requests to do so within three (3) days of receiving the reason(s) in writing. If there are no member applicants, then the Board has the option as to whether they choose to fill the position.

Notwithstanding the foregoing, the Board reserves the right to not fill any supplemental on an annual basis for which there is insufficient student interest. The President of the Association shall be notified of the determination not to fill any supplemental position(s).

Non-MLEA members shall be non-renewed at the completion of the school year, and the position shall become vacant.

It is the intention of the parties that this procedure and section shall supersede any conflicting provision in ORC 3313.53.

c. Acceptance of Supplemental Positions:

Acceptance of a supplemental contract shall be voluntary.

d. Compensation for Supplemental Positions:

Compensation for supplemental duties shall be as set forth in this Contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

e. Evaluation of Supplemental Contracts:

A member holding a limited contract for supplemental responsibilities may be observed and evaluated at least once for that contract and during the contractual period. Should the

Administrator choose not to evaluate, the performance of the affected individual shall be considered to be at least satisfactory.

f. Non-Renewal of Supplemental Contracts for Academic Positions shall follow the same procedure as per Article III, Section D.3.a.

g. Non-Renewal of Supplemental Contracts for Athletic Positions will be as follows:

(1) Evaluations will be given at the discretion of the Athletic Director.

(2) Two (2) evaluations, a mid–season and a final evaluation, are required for non-renewal. The final evaluation of fall and winter supplementals must be within twenty-one (21) calendar days after the conclusion of the period of assignment.

(3) Failure to provide two (2) evaluations during the period of assignment will result in an additional one (1) year contract.

(4) Spring supplemental evaluations must be completed by May 31 or within twenty-one (21) calendar days after the conclusion of the period of assignment, whichever comes first.

h. Notice of Non-renewal of Supplemental Contracts for Athletic Positions

(1) The member will receive written notification from the Superintendent's office that a recommendation will be made to the Board not to renew the member's contract, with a listing of unresolved deficiencies or reasons during the final evaluation conference.

(2) The Board shall give notice to the member of its intent and action to not renew such contract. Such notice shall be received by the involved member on or before June 1 or twenty-one (21) days after the conclusion of the period of assignment (whichever comes first) of the year that said non-renewal is to be effective. When the member(s) is/are not notified by this date of the Board's intent not to reemploy him/her, the member is presumed to have accepted employment under a new one year supplemental contract unless the member notifies the Board in writing to the contrary on or before the fifteenth day of June, and the contract shall be executed accordingly.

A member's performance in a supplemental position normally shall not have an adverse effect upon such

member's teaching limited or continuing contract. However, if a member's conduct in a supplemental position adversely impacts on the member's ability to function as a teacher and/or role model, then such conduct may be considered.

E. REDUCTION IN FORCE PROCEDURE

1. Explanation:

When, by reason of decreased enrollment of pupils, return to duty of regular members after leaves, by reason of suspension of schools or territorial changes affecting the District, financial reasons, or other circumstances approved by statute, a reasonable reduction of bargaining unit positions may be made.

Such reduction shall be made by suspending contracts of members in accordance with the provisions of this Section. The Association shall have access to all relative data and shall have the right to monitor all steps contained in this procedure.

To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must, within each teaching field affected, give preference to members on continuing contracts. Giving preference to members on continuing contracts is achieved through the placement of the members on continuing contracts at the top of the seniority list and at the top of the displacement list and providing for bargaining unit members on continuing contracts to bump into any position/teaching field for which they are currently licensed or certified by the Ohio Department of Education that is occupied by a bargaining unit member on a limited contract. Affected bargaining unit members on limited contracts shall have bumping rights, after all affected bargaining unit members on continuing contracts have had the opportunity to bump. Members on continuing contracts may bump other members on continuing contracts as long as they meet the criteria in the paragraph below.

Members shall have their contracts suspended utilizing the following order: a. Certification/Licensure within the affected teaching field of the positions reduced; b. Contract status (limited contracts suspended first); c. Comparable evaluations as defined in this Agreement; and d. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

2. Definitions:

a. "RIF list" - The positions eliminated by reduction in force.

b. "Displacement list" - Names of members 1) Whose positions have been eliminated due to reduction in force, 2) Whom are displaced

by the return to duty from an approved leave of absence, 3) Those displaced during the bumping process. The list is based on seniority.

c. "Recall list" - Names of members (from Displacement list) whose contracts are to be suspended due to the lack of available positions in the area in which they are certified or licensed by the Ohio Department of Education.

3. General Timeframe:

a. By March 1st, notification of the intent to RIF must be made to the current President of MLEA.

b. By April 15th, the Superintendent will provide the MLEA President with the RIF list.

c. After the President receives the RIF list, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF program. Said meeting(s) shall be held within five (5) days of the Association request for such a meeting(s). Such reduction shall be in accordance with the provisions of this Section.

d. Notification of any member who has been displaced shall be done through certified-mail or in person by a member of the administration, in a private meeting. This meeting will take place at a time when the member is not scheduled for regular teaching duties. Said notification will be signed, dated, and timed by the member in duplicate.

e. The bumping procedure will begin as soon as possible following the meeting stated in Section c. above.

f. On or before May 15th, members to be placed on the Recall list will be notified through certified-mail or in person by a member of the administration, in a private meeting. This meeting will take place at a time when the member is not scheduled for regular teaching duties.

4. Limitations:

a. If OTES is rescinded, the RIF will be conducted on a system wide seniority basis.

b. Procedures for determining the seniority list shall be in accordance with Article I, Section B.2.g.

c. The procedures contained herein, for such reduction in positions, shall not pertain to any member non-renewed for performance reasons, except as may be specifically indicated.

d. No new hire shall be employed in a bargaining unit position until all eligible employees remaining on the Recall list have been suspended have been offered such position.

e. No transfer, reassignment, or reclassification shall be made during a period of RIF.

f. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on the Recall list.

g. Work previously performed by an employee whose contract has been suspended shall not be subcontracted.

h. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a member on the Recall list.

i. Once the bumping process begins, any position created by retirement or resignation shall not be added to the open position list until after the bumping process has been completed.

5. Implementation:

a. Member(s) whose position(s) are being eliminated will be placed on the Displacement list. The order of the list will be based on the 1) contract status, 2) comparable evaluations as defined in this Agreement, and 3) seniority in the District.

b. The member highest on the Displacement list will choose a job from a continually updated list of open positions provided by the Board or will bump any member who is less senior as defined in this Agreement. The displaced member can only choose a position in which they are currently certified or licensed by the Ohio State Board of Education.

c. The person bumped will be notified by the Superintendent and/or designee and placed on the Displacement list in the proper order in accordance with the criteria in Article III E.5.a. above.

d. The person who now appears at the top of the Displacement list will proceed in the same manner until all members on the Displacement list have chosen available positions. Any member who is unable to move into a position due to reduction in force, will be placed on the Recall list.

e. Any member who does not accept a position for which they are certified will be placed at the bottom of the Recall list.

6. Procedural Timeframe:

a. The first displaced member will begin selecting a new position no later than three (3) working days after their displacement notification by an Administrator.

b. Each subsequent displaced member will be notified within one (1) working day of the previous selection. Said member will have one (1) working day from the time of notification to make their selection. Any member that does not make their decision within this time frame will be placed at the bottom of the Displacement list assuming that rank of seniority for the duration of the current RIF.

c. The timeframe may be extended in an emergency situation.

7. Suspension of Contracts:

a. Member contracts shall be suspended utilizing the following order:

(1) Certification/Licensure within the affected teaching field of the positions reduced.

(2) Contract status (limited contracts suspended first).

(3) Comparable evaluations as defined in this Agreement.

(4) When evaluations are comparable, seniority in the District shall prevail (with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended).

b. Those teachers that receive a rating of “Accomplished,” “Skilled,” or “Developing” shall be comparable to other teachers who receive the rating of “Accomplished,” “Skilled,” or “Developing.” Those teachers who receive a rating of “Ineffective” shall be comparable to other teachers who receive a rating of “Ineffective.” Those teachers who are not evaluated pursuant to OTES shall be comparable with other non-OTES teachers as determined by the Superintendent. Non-OTES teachers will be placed on the displacement list according to their seniority.

8. Layoff Rights:

a. All pay and benefits shall remain intact until receipt of final paycheck.

b. The right to continue receipt of group insurance coverages through COBRA.

c. The right to retain seniority credit during the period of layoff.

d. Credit for salary placement, upon recall, shall not be at the same level the member would have attained had the RIF not occurred.

e. The right to be notified by email and phone of all postings for bargaining unit positions within forty-eight (48) hours.

f. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

g. Recognition of additional certification or licensure by the Ohio State Board of Education or entry-level requirements earned or reported while on layoff status for recall purposes provided such information is filed with the employer prior to recall.

h. Members on the recall list will be given first consideration as casual day-to-day or long-term substitute teachers as long as they sign up through MOESC.

9. Recall:

a. Bargaining unit members who are suspended shall be offered reemployment in their area(s) of certification or licensure by the Ohio State Board of Education in reverse order of being placed on the Recall list. The order of the list will be based on the criteria in Article III E.5.a. It shall be the responsibility of the suspended bargaining unit member to keep the Superintendent's office informed of a current email address and phone number by which he/she may be reached.

b. A bargaining unit member shall be removed from the Recall List if he/she

(1) Waives his/her rights in writing, or

(2) Resigns or retires, or

(3) Accepts a job in the District, or

(4) He/she has spent thirty-six (36) months on the Recall list

c. A bargaining unit member will be placed at the bottom of the Recall list if he/she fails to respond within five (5) working days to a recall for a position for which he/she is certified or licensed by the Ohio Department of Education.

d. Once the bumping procedure has concluded: 1) a bargaining unit member may voluntarily transfer into an open position, 2) if two (2) or more members who were displaced during the RIF process wish to exchange positions with each other, they may do so with administrative approval.

e. No involuntary transfers may occur that will prohibit members who are still on the Recall list from being recalled at the time of the involuntary transfer.

F. REDUCTION OF FEDERAL FUNDING IN TITLE I READING

If Federal funds are reduced for Title I Reading, the position will be retained for the current year and will receive RIF notification for the succeeding year. Any Member(s) whose position(s) is eliminated as a result of this provision will be entitled to the same rights as outlined in Article III, Section E. The position(s) will be reinstated when the funding is restored.

G. EMPLOYMENT OF ADMINISTRATORS

It is the desire of the Board and the Association to assure employment of competent individuals in administrative positions. When administrative positions become available as the result of retirement, resignation, non-reemployment, or transfer, a committee shall be formed to screen candidates for the position. The Association President shall appoint two (2) members to the committee recommending Administrators with District-wide responsibility and one (1) member to the committee screening for positions with building responsibility.

It shall be the responsibility of the Association President to make appointments and to make sure that the Association representative is in attendance at scheduled times for the aforementioned hiring process. Normal notification of meetings shall be at least twenty-four (24) hours in advance. Failure of the Association to have involved representatives shall in no way impede or negate employment recommendations being made.

It is understood that the participation of the Association shall be advisory in nature and that decisions for employment rest with the Board.

If the Board chooses to transfer administrators within the District, and there are no interviews for the open positions, there will be no need for MLEA participation.

H. EQUAL OPPORTUNITY EMPLOYER

The Madison Local Board of Education reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any member of the bargaining unit with regard to wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, and/or Association activity.

I. UNIFORM APPLICATION OF PATTERNS, PRACTICES & PROCEDURES TO ALL MEMBERS

The patterns, practices, and procedures that pertain to wages, hours, terms and other conditions of employment of the Madison Local School District shall apply uniformly to bargaining unit members except as provided for in applicable statute or elsewhere in this Agreement.

J. COPIES OF BOARD POLICIES

The Board shall maintain up-to-date Board policies and administrative rules and regulations on the District website.

The administrative staff will inform job applicants of the availability of these documents. Members shall be notified of any and all changes to current Board policies and administrative rules and regulations via school email as said changes occur.

K. RESIDENT EDUCATOR PROGRAM

1. A mentor shall be paid Eight Hundred Dollars ($800.00) per mentee in Years 1 and 2.

2. Mentors shall be paid one-half (1/2) of the negotiated compensation by the second pay in December, and the remaining one-half (1/2) of the negotiated compensation amount by June 15th provided the Treasurer receives all appropriate documentation for pay no later than December 1st and May 15th, respectively.

3. The lead mentor shall be paid One Thousand Eight Hundred Dollars ($1,800.00).

4. “Resident Educator Program” means a program of support to meet the unique needs of an individual who is a resident educator.

5. “Mentor” means a person assigned to provide professional support to a resident educator. The assistance provided by a mentor shall be solely for the purpose of professional growth and development—not related to evaluation in any manner nor a part of the reemployment decision making process.

6. The purpose of the Resident Educator Program shall be to foster the professional growth and development of the entry-year teacher.

7. A mentor(s) shall be assigned to all resident educators. The mentor will be an experienced bargaining unit member whose training and experience is compatible to the teaching area(s) of the resident educator and whose background would indicate that positive assistance could be provided. Acceptance of mentor responsibilities shall be voluntary on the part of a

selected bargaining unit member. A mentor should not be assigned to more than two (2) resident educators.

8 The Resident Educator Program shall fully comply with the requirements of the Ohio Board of Education.

9. Evaluation of resident educators – All observations/evaluations will be conducted in accordance with the provisions of this Contract.

L. LEARNING DISABILITY TUTORS

Learning Disability tutors shall be employed under a teacher's limited contract in accordance with Article III, Section D of this Contract. Such contract shall indicate the duties that are to be performed, shall specify the salaries and compensations that are to be paid, and the term of said contract.

M. PROGRAM ELIMINATION

When a total educational program is eliminated by action of the Board, contracts of affected members shall be suspended in accordance with the procedures contained in Section E of this Article. Said suspension procedures would include bumping rights when the educational program is a part of the overall academic program (certification required).

This Section is interpreted to mean that when a total program has been eliminated, reinstatement would likewise involve the total program.

For the purposes of this Section, a total educational program shall mean all courses contained within or a part of a given discipline, i.e., English, Mathematics, foreign languages, elementary education, special education, etc. Extracurricular activities for which supplemental limited contracts are issued shall be considered a total educational program.

Recall rights as are specified in Section E of this Article would be available to all affected member(s) whose contracts were suspended and who were previously employed in an educational program that was part of the academic program of the District. Those members who were employed in the extracurricular area(s) would have recall rights to the activity/responsibility(ies) for which he/she was previously involved.

N. MEMBER EVALUATION – OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES)

1. The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards-based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

2. Pursuant to Ohio Revised Code (3319.113) all school counselors shall be evaluated according to OSCES as approved by the State Board of Education. The school counselor evaluation procedure contained in this Agreement applies to all school counselors employed by the Board of Education.

3. All observations shall be completed using the Ohio Department of Education rubric and evaluations forms. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric, which are attached in Appendix S.

4. The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

5. Purpose: The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

    a. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

    b. Guide District policy about the appropriate responsibilities of a school counselor.

    c. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

6. Definitions:

    a. "OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

    b. "School Counselor"– For purposes of this Section, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity. Teachers and other employees who do not meet this definition are not subject to evaluation under this Section.

    c. "Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who

has completed the OSCES training as required by the Ohio Department of Education.

d. "Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

e. "Evaluation Factors"– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six (6) standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

f. "Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with ORC 3319.113.

g. "Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

h. "Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under ORC 3319.113 and to conform to the framework for the evaluation of school counselors developed under ORC 3319.113.

i. "Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to "Accomplished," "Skilled," "Developing," or "Ineffective."

j. "High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

k. "School Counselor Performance" – is the assessment of a school counselor's performance on each of the six (6) State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed

evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

l. "Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

7. Standards-Based School Counselor Evaluation:

a. School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

(1) “Accomplished;”
(2) “Skilled;”
(3) “Developing;” or
(4) “Ineffective.”

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

c. The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE’s guidelines for reporting this information.

8. Evaluator Qualifications and Roles:

a. An evaluator must be a full-time contracted employee of the Madison Local School District.

b. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.

c. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of Metric(s), and the assignment of the final summative rating with input from the member.

9. Assessment of School Counselor Performance:

a. School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and

credentialed evaluators based upon the following Ohio Standards for School Counselors:

(1) Comprehensive School Counseling Program Plan;
(2) Direct Services for Academic, Career and Social/Emotional Development;
(3) Direct Services for Academic, Career and Social/Emotional Development;
(4) Evaluation and Data;
(5) Leadership and Advocacy; and
(6) Professional Responsibility, Knowledge and Growth.

b. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

10. Formal and Informal Observations:

a. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year. No school counselor shall be subject to more than one (1) evaluation cycle per school year.

b. A high performing school counselor will be evaluated less frequently as follows.

(1) A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

(2) A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "Skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

c. The final summative evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her final summative evaluation by May 10th. Written notice of non-renewal will be provided by June 1st.

d. If the Board has entered into a limited contract or extended limited contract with a counselor, the Board shall perform a minimum of three (3) 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 counselor pursuant to Article III, Section C.2. of the Collective Bargaining Agreement.

11. Formal Observation Procedure:

a. The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

b. The first formal observation shall be preceded by a conference between the evaluator and the employee within five (5) days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The time and location of this first formal observation will be given to the employee at this conference. The second observation shall be preceded by a second conference within five (5) days prior to the observation between the evaluator and employee in order for the employee to explain plans and objectives for the classroom situation to be observed. Each observation will be followed within five (5) school days by a conference between the evaluator and counselor to review and discuss the observation.

c. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and with the first observation take place prior to December 15 and the second observation prior to March 15, but not before January 1.

d. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in Section c. above, shall occur more than thirty (30) calendar days after the most recent formal observation.

e. Members will not be observed for the purpose of evaluation on the day before or after a vacation, on the day after an absence due to illness or leave, on days of in-service, or the last day of a grading period. Exceptions to this provision may be made with the agreement of the involved member.

12. Informal Observation/Walkthrough Procedure:

a. The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

b. An informal observation (“walkthrough”) is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

c. An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation. The walkthrough shall be not more than fifteen (15) consecutive minutes in duration.

d. Data gathered from the observation must be placed on the form designated in the Appendix. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

e. Informal observations shall not unreasonably disrupt and/or interrupt the workday.

f. A final debriefing and completed form must be shared with the employee within a reasonable amount of time, but no later than five (5) days after the informal observation/walkthrough.

13. Assessment of Student Metrics:

a. The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

b. Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

14. Final Evaluation Procedures:

a. Each school counselor’s performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative rating. Each evaluation will result in a final summative rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The

counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

b. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator. The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

c. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

15. Professional Growth Plans and Professional Improvement Plans:

a. Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

(1) School counselors with a final summative rating of "Accomplished" will develop a professional growth plan, for the next evaluation cycle as set forth in this Agreement.

(2) School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator, for the next evaluation cycle as set forth in this Agreement.

(3) School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator, for the next evaluation cycle as set forth in this Agreement. A Building Administrator must approve the professional growth plan.

(4) School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A Building Administrator must approve the improvement plan.

b. Professional growth and improvement plans must be completed by September 30 each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system, except that improvement plans shall be developed no later than June 1 an shall be one academic year in duration. The

improvement plan shall be developed using the ODE OSCES form (See Appendix S).

16. Due Process:

Counselors who disagree with any informal or formal observation report and/or the final summative evaluation rating shall be allowed to submit a written rebuttal within thirty (30) working days. This rebuttal will be attached to the summative evaluation report.

17. Board Professional Development Plan:

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

b. Evaluators:

(1) Before beginning the evaluation process, each evaluator shall be required to successfully complete state-mandated evaluator credentialing training and pass a credentialing assessment.

(2) Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating counselors for the evaluation cycle. A list of these evaluators will be provided to the Association President.

c. Counselors:

(1) Each counselor shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the Ohio Standards for School Counselors and rubrics on which the evaluation is based, which are all located in the Negotiated Agreement in its appendices.

(2) Written instructions and evaluation instrument training shall be presented to new counselors not later than September 15, or not later than thirty (30) days after initial employment with the District.

18. Retention and Promotion Decisions/Removal of Poorly Performing School Counselors:

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of

employment contracts, and the removal/non-renewal of poorly performing school counselors.

19. Definitions:

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

b. "Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this Section are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

c. "Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this Section who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

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

20. Removal of Poorly Performing School Counselors and Reduction in Force:

Nothing in this Section will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a school counselor contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Madison Local Education Association. The evaluation system and procedures set forth in this Section shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a school counselor evaluated under this Section in accordance with the provisions of this Agreement notwithstanding the school counselor's final summative rating. Any Board action to terminate or non-renew a school counselor shall follow the appropriate provisions in this Agreement (Article III, Sections C.1. and 2).

The contractual provisions outlined in Article III, Section E.1 through 9 shall apply to all school counselors in the Madison Local School District.

ARTICLE IV – MEMBER ASSIGNMENT AND TRANSFER

A. MEMBER ASSIGNMENT

All members are subject to annual assignment by the Superintendent. Recommendations from the building principals will be considered in making assignments. All members shall receive, in writing by the student's last day of each year, their assignment for the ensuing school year relative to building, subjects, period, and/or grade level. (See Appendix G).

No change of assignment will be made after the student's last day except when an emergency situation arises and shall be in accordance with transfer procedures.

B. POSTING

All position openings for members, regardless of position or whether the opening implies a promotion, shall be posted for five (5) school days to the District's website, texted to members (position only), emailed to members using their Madison email address, and posted conspicuously on the bulletin board in each office near the member mailboxes in every building during the school year. Such notices will be indelibly dated at the time of posting. From the last teacher workday until the first teacher workday such notices shall be posted to the District's website for five (5) calendar days, texted to members (position only), and emailed to members using their Madison email address.

If no applications are received within five (5) school days of the date of posting the notice, it will be assumed that there is no interest in the position among members and the position may be filled from outside the system.

In lieu of the above procedure, when there is an open position in grades K-4 between the last teacher workday until the first teacher workday, the Administration shall consider whether to fill the open position for the upcoming school year. The Administration shall not leave a position vacant, if, by doing so, the number of students in any classroom related to the unfilled position exceeds twenty-six (26). If the number of students exceeds twenty-six (26) in any classroom related to the vacant grade K-4 position, the position shall be posted and filled using the procedure outlined in the preceding paragraph.

In case of an emergency situation, by mutual agreement of the Superintendent or his designee and the Association President, a position may be announced in each building by the building principal or his designee, with written contact by members interested in the position to be made to the Superintendent or his designee by 4:30 p.m. the following day.

A member hired to fill a posted position must possess all of the posted minimum qualifications for the position. Any member having proper licensure or certification by the Ohio State Board of Education and meeting minimum qualifications may apply for the posted position and shall be granted an interview. The best qualified applicant shall be employed with preference given to current staff.

Any compensated positions that are not contained within the Contract, whether temporary or permanent, will be discussed with the MLEA leadership and posted.

C. TRANSFER PROCEDURE

1. Voluntary Transfer – Members may request a change of assignment (See Appendix C) in accordance with negotiated policies on assignments and open positions and the following procedures:
   a. Change of assignment requests shall refer to: 1) change in building, 2) change of year/level, 3) change of subject.

   b. Transfer requests may be initiated by members using the following guidelines:

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

      (2) Transfers will be considered if an opening exists or becomes available.

      (3) Members applying for a transfer will be interviewed for the open position and be given all due consideration for the position requested in accordance with Sections A and B of Article IV.

2. Involuntary Transfer – Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the building, subject, or grade level, notification thereof shall be given to the involved member(s) by July 10 preceding the effective date of said involuntary transfer. No member shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to staffing needs, a member's area(s) of certification, his/her teaching experience, and length of service in the Madison Local School system will be used as the criteria in determining if a member is to be transferred (least service—first transferred, except that if least senior has supplemental contract for an activity that requires for its effective continuance that individual to remain in the building where said supplemental activity exists).

   The change of a member's room assignment(s) during the period of the school year shall be considered an involuntary transfer and shall occur only with the consent of the member.

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

D. EMERGENCY TRANSFERS

1. Emergency transfer rights shall be provided to bargaining unit members whose positions are eliminated or substantially altered by building closure or grade relocation. Emergency transfers will be processed according to the provisions of Article IV, Section D of this Agreement only and shall become effective the next following school year.

2. Procedure for Emergency Transfer:

   a. Bargaining unit members who are subject to this policy shall receive written notification at the earliest possible time.

   b. A job opening list shall be provided to each involved member along with the aforementioned notification. The job opening list shall contain a description of the duties to be performed and shall clearly indicate the minimum qualifications for each position. The number of positions on the list must be at least equal to the number of affected staff members.

   c. An Administrative committee consisting of no more than five (5) Administrators to be named by the Superintendent or his/her designee shall be convened at the earliest possible time, but in no case sooner than seven (7) calendar days after all affected staff members have been notified. Bargaining unit members will be called before the aforementioned committee to select an opening from the job opening list for which he/she is qualified. Involved members will be called before the committee according to their length of continuous service (longest continuous service first) in the Madison Local Schools, and shall be granted the position he/she selects if he/she meets or exceeds the posted minimum qualifications and if the position has not been filled by a previous emergency transfer. The member will be granted additional selections should the initial selection not be open to the member. The Association President or his/her designee shall be permitted to observe committee meetings with members. The involved staff member may be accompanied by a representative of his/her choice.

   d. If the above process results in members who do not qualify for the remaining positions on the job opening list, such members shall be

processed under the provisions of Article IV, Section C.2. of this Agreement. No staff member shall become unemployed due to building closure, grade relocation, or the implementation of this procedure. However, in the event of the closing of buildings, grade relocation, or implementation of emergency transfers, the Associations agrees to use attrition as a means of reducing positions as long as the class size provisions of the Contract are maintained. In addition, the Board will show the same justification as in the Reduction In Force (Article III, Section E.1.).

e. The emergency transfer process shall be completed by May 31 of the calendar year in which transfers are to be effective.

3. The Administration shall prepare the job openings list which shall include the following information for each position: 1) name of building, 2) grade level and/or subject area, 3) a description of the duties to be performed, 4) certification required, 5) minimum qualifications. Once the job opening list has been established, it shall not be changed, and its provisions shall be applied uniformly and objectively to all affected individuals.

4. The Administration, in accordance with the provisions of this Section, shall determine 1) which positions are subject to this emergency transfer procedure, 2) the minimum qualifications for each open position, and 3) whether the bargaining unit member meets the minimum qualifications for an opening. These determinations shall not be subject to the grievance procedure contained in this Agreement however, it is understood that any affected member whose qualifications meet or exceed the posted minimum qualifications shall be considered fully qualified for the position.

5. The Association shall be entitled to receive the following documents: 1) list of affected bargaining unit members, 2) the length of continuous service for each affected member, and 3) the job opening list that is to be sent to affected members. The aforementioned documents shall be provided to the Association President at the same time the job opening list is provided to affected members. The Association President may request a meeting with the Superintendent or his/her designee regarding the aforementioned documents. Said meeting shall occur within two (2) days of the request.

6. Bargaining unit members subject to this procedure will be notified in advance of their scheduled meeting with the Administrative Committee. This notification will provide sufficient time for the staff member to arrange his/her schedule and responsibilities in order to be present at the meeting. Advance notification of less than twenty-four (24) hours will require the consent of the staff member. The notification shall include the date, time, and place of the meeting. Except in extreme emergencies members will be expected to keep their scheduled meeting appointment. In such emergencies, the member and the Administrative Committee will arrange an alternate meeting as soon as possible in order to ensure that the staff member retains his/her appropriate place in the selection order.

7. All emergency transfers shall be implemented prior to any implementation of voluntary or unrelated involuntary transfers, but shall be implemented after a reduction in force to be accomplished by implementation of Article III, Section E.

8. There will be a Fifty Dollar ($50.00) stipend provided to teachers who are required to move due to building closure/transfer (emergency transfer). This will be paid only if the required move is out of the building.

9. An emergency voluntary transfer may be made at any time during the school year when situations of low student/teacher ratios allow for students to be reassigned to another appropriate educational setting, thereby allowing for the bargaining unit member to be reassigned under all of the following conditions:

    a. Bargaining unit member is agreeable to the transfer,

    b. The Superintendent and MLEA President or their designees agree,

    c. The voluntary transfer does not put an undue burden on the transferred teacher to learn a new curriculum without support with planning time and/or certification.

E. RETIREMENT INCENTIVE PROGRAM

The Board and the Association hereby establish the option of an additional year of employment for members of the bargaining unit retiring on or before May 31, under the following conditions and criteria:

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is eligible for retirement with an unreduced benefit for the first or second year under STRS. Members who have surpassed their first or second year of eligibility for unreduced benefits as of January 1, 2025 will be considered for employment under this provision for the 2025-26 school year.

2. Bargaining unit members must submit their application for this incentive by February 1 of the current school year to be considered for employment under this provision for the next school year.

3. The Board will act to accept the bargaining unit member’s application and resignation due to retirement. The employee’s retirement cannot be effective prior to the end of the student year.

4. For each qualified bargaining unit member who is eligible for the incentive, and subject to the conditions set forth, said bargaining unit member shall be entitled to employment in the same position the retiree held during the previous year for one (1) school year beyond the bargaining unit member’s retirement date.

5. A bargaining unit member in the incentive program shall maintain all rights contained in the Negotiated Agreement, except they will begin at Step 0 at the proper column. If the member does not require any form of insurance, they shall receive compensation at the appropriate rate and column at Step 10. No rehired teacher shall be eligible for severance pay or for the insurance opt-out provision.

6. The rehiring of a retiree to the same position the retiree held the previous school year shall be contingent on the completion of the requirements set forth in O.R.C. §3307.353.

7. The employment of the bargaining unit member in good standing shall end on June 30th without any further action by the Board, unless both parties agree to an additional year of employment at the member's next step under the provisions of Section F of this article. The parties intend the provisions of this Article to supersede the requirements of O.R.C. §§3319.16, 3319.11, and 3319.111. However, the Board must follow the requirements of O.R.C. §3319.16 to terminate an employee's contract prior to the end of the year following retirement established by this Article.

8. The Retirement Incentive Program provisions shall supersede contractual language contained in Article IV., Section F. – Retired Teachers, and the option will be provided to all retiring MLEA members meeting all of the qualifications of this provision.

F. RETIRED TEACHERS

A teacher who has retired under the State Teachers Retirement System (STRS) may be rehired by the Board. When rehired they shall be a member of the bargaining unit and shall have all rights provided in this Agreement and as provided in State law, except as are specifically superseded by this Article:

1. The Superintendent may negotiate potential salary with a prospective retiree. Notwithstanding their years of experience, retired teachers shall be placed on the salary schedule at the Step, as may be agreed with the Superintendent, but at their earned educational level.

2. No rehired teacher shall be eligible for severance pay.

3. Any retired employee rehired by the Madison Board of Education that requires health insurance, major medical, vision, and/or dental insurance because of action taken by a State of Ohio Employee Retirement Board (STRS-State Teachers Retirement System, SERS-State Employees Retirement System, etc.); will be rehired at Step 5 on the corresponding salary schedule column, and the Board of Education will pay Eight Hundred Dollars ($800.00) per month toward the Madison Local School District insurance program, not to exceed the cost of a single plan, with the employee picking up the remainder of the monthly premium. If the employee does not require any form of insurance, he/she will be placed at

Step 10, of the corresponding salary schedule column. No rehired teacher shall be eligible for severance pay or for the insurance opt-out provision.

Any retired employee moving to this provision from the Retirement Incentive Program (Article IV, E.) who requires health insurance, major medical, vision, and/or dental insurance will be rehired at Step 6 on the corresponding salary schedule column, and the Board of Education will pay Eight Hundred Dollars ($800) per month toward the Madison Local School District insurance program not to exceed the cost of a single plan with the employee picking up the remainder of the monthly premium. If the employee does not require any form of insurance, he/she will be placed at Step 11 of the corresponding salary schedule column. No rehired teacher shall be eligible for severance pay or for the insurance opt-out provision.

4. Rehired teachers shall receive one-year contracts, which shall expire automatically and without notice.

5. No evaluation of rehired teachers shall be required.

ARTICLE V – TEACHING CONDITIONS

A. PREPARATION TIME

Members shall have a minimum of seven (7) hours per week for the purpose of preparation, conferences, or planning during the regular member workday. Said member workday shall not exceed seven and one-half (7 ½) hours, inclusive of at least thirty (30) minutes for a duty free member lunch period. The elementary lunch period shall be forty-five (45) minutes in duration; however, elementary members may be required to serve a supervisory duty of no more than fifteen (15) minutes per day in accordance with this Section.

1. Elementary Members:

The seven (7) hours of preparation, conference, or planning time shall be made up of time segments of not less than thirty (30) minutes each. Such time periods(s) would be without students in attendance and would be during times when the member does not have other assigned responsibilities. Students will enter teacher's classrooms no earlier than thirty (30) minutes after the start of the teacher's day.

Members may be assigned to out-of-classroom supervisory responsibilities; however, such supervisory responsibilities will not infringe upon the required preparation/planning time. The assignment of supervisory responsibilities shall be distributed among the members of a given building. No member shall be assigned to more than seventy-five (75) minutes of supervisory duty per week. The duration of each assignment and change thereof shall be determined by the building

principal with input from the school faculty committee. Such assignment(s) shall be in accordance with the conditions that are set forth in this Section.

Preparation time will not be used for administratively assigned committee meetings, staff meetings, or other out-of-classroom duties.

Members who teach at the elementary level shall be provided with a morning and afternoon break. Each break would be within the student day and would be at least fifteen (15) minutes in duration. This provision will be satisfied when preparation, conference, or planning time, as provided for above, is scheduled during the a.m. and p.m. of the student day. The fifteen (15) minute break will be maintained, and the schedule will be determined by the principal and the staff.

The Executive Committee will submit an annual schedule to the building principals that will allow Executive Committee members to leave the buildings to attend the Executive Committee meetings at the time of elementary student dismissal.

2. Secondary Members (5-12):

Secondary members shall have at least one (1) preparation/planning/ conference period per day which shall be at least forty (40) minutes in duration. Secondary members shall also have preparation/planning/ conference time in the amount of thirty (30) minutes before the student day; however, ten (10) minutes of this time will be with students in attendance. At the secondary level the maximum member work load would consist of eight (8) assigned periods [normally six (6) classes, one (1) extra assignment, and a preparation/planning/conference period].

For secondary members in the 5th and 6th grades, the schedule will be designed to allow for no less than eighty (80) minutes of instructional time per day for math and ELA.

It is understood that members will not have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time except as is stated in this Section.

Secondary members who are required to be with students for eight (8) consecutive class periods without a preparation period during the regular school day will receive one-eighth (1/8) additional salary.

3. The assignment of “extra responsibilities” to all members of the bargaining unit will be made in an equitable manner. “Extra responsibilities” would include, but would not necessarily be limited to such duty(ies) as hallway, lunchroom, playground, bus, restroom, detention period, in school suspension, etc. Study hall and academic classes are not considered to be under the “extra responsibilities” category of this provision.

The assignment of “extra responsibilities” shall be in accordance with this provision and shall be determined by the Administration; however, if an affected member believes that an assignment is undesirable or more difficult, such member, upon request, shall not be assigned to a responsibility for more than one (1) successive school year unless class scheduling makes such an assignment imperative.

Requests to be relieved from a responsibility by a member(s) shall be submitted to the building principal by May 1.

Members who have concerns with regard to their assignment of a second “extra responsibility” or assignment to an “extra responsibility” for consecutive years may refer the assignment [within seven (7) school days of said assignment] to the Superintendent of Schools on or before July 1 of each year. The Superintendent shall review the request and render a decision, in writing, to the affected member by July 20.

B. CALENDAR

1. The Association Calendar Committee shall develop recommendations for the school calendar and shall forward said recommendations to the Board of Education by January 1 of each year. The Board shall seriously consider the recommendations.

2. The calendar that is adopted by the Board shall be in accordance with the following:

   a. The Contract year for members shall be one hundred eighty-four (184) days which shall include:

      (1) Two (2) preschool meeting days, including a Professional Meeting Day and a Teacher Workday, with no more than three (3) hours of the Teacher Workday being designated for required meetings.

      (2) A minimum of one (1) Professional Meeting Day.

      (3) One-half (1/2) records day for members which shall be the final day of the member contract year (not to exceed three and three-fourths (3 3/4) hours, including check out time).

      (4) Two (2) days for parent teacher conferences – no students in attendance on these days.

      (5) One-half (1/2) day for open house (not to exceed one and one-half (1 1/2) hours). If a member misses open house, that member must use a one-half (1/2) day of the applicable leave. [Open House to occur for all schools no later than the day before the first day of school.]

(6) No more than one hundred seventy-eight (178) days with students actually in attendance.

(7) There shall be one (1) two (2)-hour early release day for students during each grading period to be used by teachers for the purpose of record keeping, preparation, conferences, etc. Up to thirty (30) minutes of this time may be used by Administration. In case of a 2-hour delay, this release may be cancelled. This day shall be the last day of the grading period.

b. The calendar shall contain at least the following holiday periods:

(1) Labor Day

(2) Thanksgiving Day and the Friday after

(3) December recess to include at least ten (10) consecutive days which shall include December 24 and January 1

(4) Martin Luther King Day

(5) President's Day

(6) Spring recess shall include at least Good Friday and the Monday after Easter

(7) Memorial Day

3. Calamity days that are to be made up would be those days when school and/or member workdays, in-service days, parent-teacher conference days, etc., are scheduled but not held due to weather or other reasons determined by the Superintendent. The first five (5) days will not be made up. However, any additional days after five (5) days that do not require students to be in session due to making up instructional hours will be made up utilizing independent professional days without the need for staff to report to their assigned building(s). The district may provide staff with online professional development and/or allow staff to document professional work activities completed on a required make-up calamity day. Every attempt will be made to post online professional development material. On days material is posted, every effort will be made to post the material at the time the school day is cancelled. Staff member(s) would complete activity(ies) and would receive credit for attendance provided that the professional development activity(ies) and/or a summary of professional work activities are submitted to administration within two (2) workdays immediately following a calamity make-up day. In exception to Article VI., Section E., 4., a member may use personal days on any make-up of calamity day(s) that do not require students to be in session. If students are required to make up days, they will be remote learning days if allowed by law and if the Superintendent determines that the district is

able to meet all legal requirements contained therein. If remote learning days are not allowed by law, those days will be made up at the end of the school year. Pursuant to ORC 3317.01 (B) [calamity days]

C. SUPPLIES

1. A reasonable supply of the normally used member supplies shall be made available in each building for the school year and shall be made available to members upon reasonable request.

2. Members are urged to requisition supplies, ahead of time, through the building principal under normal circumstances. However, the Treasurer shall establish a petty cash fund, in each school, with specific guidelines for expenditures involving immediate need and for supplies that cost a small amount. Supplies purchased through the petty cash fund will be charged against the appropriations for supplies.

3. An amount equal to Board approved fees collected, within an area, shall be spent for supplies and expendable materials within that area.

D. LUNCH PERIODS

All members shall have an uninterrupted duty-free thirty (30) minute lunch period. Members may leave the building during their lunch period.

E. PROFESSIONAL WORK CENTER

A work center for members shall be established or maintained in each building to facilitate the preparation of teaching materials and to serve as a professional resource center for members. Such work centers shall include a typewriter and/or computer, chairs, tables, and other necessary supplies and materials. An adequate number of phones will be provided in each building for the private and exclusive use of members for placing and receiving calls related to their assigned responsibilities. The phone(s) may be in the professional work center or may be in another part of the building other than the work center but must be in a private location and for the exclusive use of members.

F. PARENT-TEACHER CONFERENCES

Two (2) days each school year shall be designated as Parent-Teacher Conference days for Grades K-12, except that Kindergarten conferences will be held [in addition to the two (2) days previously specified] one (1) additional school day with substitutes provided so that Kindergarten members will have release time to conduct these conferences.

The first conference will be held on Thursday of the first week of the second grading period and Tuesday of the second week of the second grading period, and members will not be required to work the Wednesday before Thanksgiving.

The second conference will be held during the third grading period on the Thursday after interim reports and the following Tuesday. Because the state testing schedule varies, the second compensation day for members will be determined by the Calendar Committee.

Conferences shall be held beginning one-half (1/2) hour after the school day concludes for a period of three (3) hours.

G. TRANSPORTATION OF STUDENTS

Members shall not be required to use their personal vehicle to transport students for any school purpose. Any member that requests to transport a student for a school purpose shall fill out and submit Appendix R to the staff member's Principal or designee for review at least fourteen (14) days prior to the trip. The requesting member is also responsible for obtaining the Parental Consent form (See Appendix R). The District's liability insurance will provide coverage for an employee (in their capacity as an employee and not personally) pursuant to the terms of the policy who is engaged in approved school business (such as transporting a student on an approved school trip) but will not cover any physical damage for the employee's property/vehicle which the District does not own. The District's insurance does not and cannot cover non-owned assets such as an employee's vehicle. The Board's applicable insurance coverage is:

- Bodily Injury and Property Damage Per Occurrence: currently no less than $15,000,000
- Medical Payments Per Person/Each Accident: currently no less than $10,000 - $25,000
- Uninsured Motorist: currently no less than $1,000,000

H. LUNCHES

Elementary members shall be allowed to purchase individual items from the published menus at a reasonable cost.

I. ACADEMIC FREEDOM

1. It is the goal of the Madison Local School District to educate young people in democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the member and the student is encouraged.

2. Academic freedom is essential to the fulfillment of the educational purposes of Madison Local Schools. Therefore, members have the right to protect from any censorship or restraint that might interfere with their obligation to pursue truth and knowledge.

3. Freedom of individual expression shall be encouraged and guaranteed by the Board to all members of the bargaining unit.

4. It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board. Within the preceding frame of reference and as it pertains to the course to which a member assigned, academic freedom in the schools is defined as:

   The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.

   a. The right to recommend materials which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.

   b. The responsibility to maintain a classroom environment which is conducive to the free exchange and examination of ideas.

   c. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by members and the community in a normal classroom environment.

   d. The right of members to free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to approved controversial issues as they are studied in the classroom.

5. Guidelines for selection of controversial issues to be studied in the classroom are:

   a. The issue should be suitable for students of the maturity and background represented in the class.
   b. The issue should be related to the course content, identified in the course of study, and help achieve course objectives.

   c. The issue should provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.

   d. The issue should provide the students their right to form, identify, and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.

e. The issue should be free of emotional criticism and the inappropriate promotion of a cause with the classroom.

6. Instructional materials shall be selected and made available to interested persons according to the following guidelines:

   a. Basic textbooks for each course and/or grade level shall be selected with input provided by the appropriate course and/or grade level members in conjunction with county committees and approved by the Board.

   b. Additional instructional materials may be recommended by individual members for occasional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, to the content of the course, and to the purposes of the school system.

   c. Members may utilize outside speakers or resource persons where appropriate and approved by the building principal. Such approval will be based on guidelines established in Section 5 above.

   d. All instructional materials, methods, lesson plans or other creative or copyrightable work written, composed, created, designed, and paid for by a member during their employment shall remain the property of said member.

   e. Persons wishing to review the materials listed above may do so according to the following conditions:

      (1) Basic textbooks and other instructional materials supportive to the basic textbooks can be reviewed in the administrative offices during normal work hours.

      (2) Additional instructional material selected by individual members may be reviewed in the school building in which the individual member is assigned to teach so long as the reviewing does not interfere with the member's ability to perform his/her regular teaching duties and so long as the reviewing process does not interfere with the member's ability to use the instructional material being requested for review.

7. A parent of a student or any other person residing within the boundaries of the school corporation may request that the use of basic textbooks and other instructional materials be reconsidered according to the following procedures:

   a. The parent of a student having concerns about the continued use of basic textbooks and other instructional materials shall first discuss

his/her concerns with the teacher of the course in which the student is enrolled and in which the material is being used.

Other persons residing within the boundaries of the school corporation who have a concern about the use of basic textbooks and other instructional materials shall discuss their concerns with the building principal of the level at which the material is being used.

b. If the parent or other person is not satisfied after talking with the member or building level principal, whichever is appropriate, the parent or other person may request that the continued use of the basic textbook or other instructional material be reconsidered.

To initiate such a request for reconsideration the parent or other person shall submit a request in writing to the Superintendent.

c. Upon receipt of the request for reconsideration the Superintendent shall see that a local Review Committee is established.

The Review Committee shall be composed of three (3) [two (2) members and one (1) citizen] from the community selected by the Association and two (2) Administrators and one (1) citizen from the community selected by the Board. The Superintendent or designee shall chair the committee but have no voting right. A majority vote of the full committee shall prevail.

Once established, the Review Committee shall have thirty (30) school days to complete its reconsideration review and to make a written recommendation(s) to the Board.

If the Board does not agree with the recommendation(s) of the Review Committee, the Board shall return the Review Committee's recommendation(s) and a written statement explaining the Board's reasons for rejecting the Review Committee's recommendation(s) to the Review Committee.

The Review Committee shall have two (2) weeks to reconsider its initial recommendation(s) as well as the Board's written reasons for rejection of the Review Committee's initial recommendation(s) to the Board. The Board shall make a decision concerning the request for reconsideration but in its disposition of the request for reconsideration, the Board shall not violate this Contract nor the laws of the State of Ohio.

d. Any disputed materials shall remain in use in the school system until the Board shall take formal specific action to remove the materials unless otherwise directed by the Superintendent of Schools.

e. In cases where the parent of a given student requests in writing that the student not make use of a basic textbook, other instructional material supportive of the basic textbook or additional instruction materials selected by individual instructors for occasional use, the student may be given the opportunity to make use of alternate instructional material according to the direction of the instructor of the class and/or course in which the student is enrolled.

8. It is agreed by the parties that the evaluation of student performance is the responsibility of the member unless the law expressly requires otherwise. No change in any grade or test score assigned to a student may be made without the prior input of the member who assigned the grade or score. Changing of grades will only be with just cause.

J. PERSONNEL FILES

The Board shall maintain the official personnel file system in the office of the Executive Secretary to the Superintendent for all members. Said file shall be maintained by the Executive Secretary, who shall be responsible for developing necessary and reasonable rules regarding access to the system, proper placement of material, and the security of the system. The Executive Secretary shall inform all office employees who may work with this system of all maintenance rules. Further, the Executive Secretary shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accordance with this Section of the Contract and ORC 1347 so as to assure fairness in any determination made with respect to a person on the basis of the information.

The purpose of this system is to serve as a repository of personal information that is necessary and relevant to the individual member's employment and professional responsibilities.

Access to the personnel file of an individual will be limited to the following: member, the Superintendent, or designee, (Current MOESC Educational Consultant), Executive Secretary, the individual member's principal or immediate supervisor, in the case of a transfer, the principal or immediate supervisor for that position, or other person(s) who are entitled to access in accordance with the law of Ohio in effect on the day access is requested.

Upon a request for access to a member's personnel file, written notice shall be given to the member. All examinations of personnel files shall be in the presence of at least one (1) school district employee. This paragraph shall not apply to school district administrative personnel.

The member shall have access to all personal information contained in the system at all times. There shall not be a charge for access to the system.

Upon request by the member, the Superintendent or Executive Secretary shall:

1. Inform of the existence of any personal information in the system;

2. Permit the member and his/her attorney to inspect all personal information contained in the system except a confidential law enforcement investigatory record or trial preparation;

3. Inform the member regarding the types of uses made of the information, including the identity of users of the information. Also, a log shall be maintained as a part of each member's file that will indicate the name, if it is provided, and date that access was granted to the file;

4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;

5. Upon written approval of the member, grant access to the member's attorney or other representative, and;

6. Furnish the member with a copy of any information contained in the system.

The member shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. Said material shall be clearly identified as material that is to be placed in the official personnel file system. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system. Said responses shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the original document be made.

No parent complaints will be placed in the personnel file of a member unless all below occur:

a. The allegation is in writing and is signed by the parent;

b. A conference was held including the parent, member, and the principal or immediate supervisor;

c. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and the member and have been attached to the complaint.

No anonymous letters or material will be placed in the system.

The member shall have the right to dispute accuracy, relevance, completeness, or timeliness of information contained in the system. The Board shall, within a reasonable time, but not later than thirty (30) days, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the

member of the results of the investigation and of the action that the Board plans to take with respect to the disputed information. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate.

*Executive Secretary and current MOESC educational consultant personnel employed as of August 1, 2008.

K. ACTIVITY FUND

In order to assure understanding of the methods of operation of activity funds and to ensure compliance with Circular 819, an informational meeting may be held annually in September during which procedures will be reviewed and changes will be discussed in terms of implementation.

Annually, prior to the close of school a committee may meet, chaired by the Treasurer and consisting of two (2) members from the high school, two (2) members from the middle school, two (2) elementary members, the high school principal, a middle school principal, and an elementary principal. The President of MLEA shall appoint the members and the Superintendent shall designate the administrative members to the committee. The Superintendent may appoint two (2) additional members to the committee.

The committee may review any concerns in operation and make suggestions for improvement which shall be implemented if in the judgment of the Treasurer they meet the guidelines of Circular 819 or such other document or standard for audit which may be in effect by order of the Auditor of State.

L. PERSONAL PROPERTY PROTECTION

The Board of Education will reimburse a bargaining unit member for theft of the member's money, attire, or destruction of or damage to attire or personal possessions used within the realm of the member's employment. Such reimbursement shall not exceed One Hundred Dollars ($100.00) per occurrence with the total District liability not to exceed Fifteen Hundred Dollars ($1,500.00) per year. Such reimbursement shall not apply to vehicles unless the vehicle is uninsured or a deductible is involved.

M. STUDENT DISCIPLINE AND MEMBER PROTECTION

The Board recognizes its responsibility to give all reasonable support and assistance to members with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all reasonable steps to provide the member with the aid and assistance of the appropriate aforementioned professional(s).

It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when

discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A member may use such force as is necessary to protect himself or to prevent injury to another student.

A member may temporarily exclude a student from class where persistent or extremely disruptive misbehavior makes the continued operation of the class impossible. In such cases the member will furnish the principal with full particulars of the reasons for the exclusion orally as soon as possible and in writing as soon as his teaching obligations will allow. The student shall not be returned to the class until the disciplinary problem has been addressed by the Administration.

Procedures for suspension of students from school shall be distributed to students, members, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child who constitutes serious behavior problems. The Administration will use all available means consistent with sound education policy to resolve the problem.

Any case of assault upon a member shall be promptly reported to the involved member's immediate supervisor. Article VI, Section F, Assault Leave, shall be available to the member. Additionally, in the case of assault upon a member, the Board and Administration shall be supportive of any member who may decide to file charges against the student and his/her parent(s) in the court of competent jurisdiction. The Board and the Administration shall not under any circumstances harass, intimidate, threaten, nor take any other kind of reprisal(s) against a member who has been assaulted by a student and chooses to file charges against the student/parents.

The Board will reimburse a member for any loss, damage, or destruction of clothing or personal property of the member while on duty in the school or on the school premises in accordance with Article V, Section L.

The Board and the Association shall mutually develop administrative guidelines for the implementation of this Article and of any other matter related to student discipline not specifically treated in this Article.

N. ADMINISTERING OF MEDICATION, CONDUCTING HEALTH AND CLEANLINESS INSPECTIONS, AND PERFORMING RESPONSIBILITIES THREATENING TO MEMBERS' HEALTH AND WELFARE

Members shall not be required to be responsible for storage and administering of medication, to conduct health and cleanliness inspections, or to perform any responsibility that would be a threat to the members' health and welfare.

O. TEACHER SUBSTITUTIONS

1. Every reasonable effort will be made to secure a regular substitute before a member is asked to serve as a substitute.

2. In those cases where a regular substitute(s) is/are not available, members who consent may be assigned as a substitute(s) during their planning/preparation time. Members who are assigned (as indicated above) will be paid at an hourly rate of BA Step 0 per hour (BA Step 0 divided by 184, divided by 6.0, divided by 60 to determine minute rate) for all substitution time. The requesting Administrator will complete and submit the Teacher Substitution Form (See Appendix O-2) to the teacher for signature.

3. Class coverage pursuant to Section 2 above will be arranged by the building principal and will be distributed equitably among the involved members.

4. A member(s) shall not be assigned to take a class or extra students in addition to their regular assignment. In cases where a regular substitute is not available, members who consent may have students divided amongst their classrooms. These members shall be paid the current daily substitute teacher rate divided proportionally between the consenting members. The requesting Administrator will complete and submit the Teacher Substitution Form (see Appendix O-3) to the teacher for signature.

P. CLASS SIZE/MEMBER WORK LOAD

1. The number of students assigned for the purpose of instruction shall not exceed an average of twenty-five (25) students per classroom for grades K through 4 on a District wide basis. Notwithstanding the above, the number of students assigned shall not exceed the necessary and available facilities and/or equipment. Reasonable safety standards shall be adhered to.

2. New students entering K-4 will be assigned so as to keep class size equitable within each grade and subject area.

3. The maximum number of students assigned for the purpose of instruction shall not exceed twenty-five (25) students per instructional period for grades 5-12 on a District wide basis. This provision does not apply to music, physical education, or any other educational service personnel. Notwithstanding the above, the number of students assigned shall not exceed the necessary and available facilities and/or equipment. Reasonable safety standards shall be adhered to.

4. Mainstreamed special education student(s) shall be counted when determining the aforementioned numbers.

5. Students at all levels shall be assigned to available classrooms in an equitable manner.

6. Class sizes/member workloads shall be in accordance with this provision and the minimum standards of the Ohio Department of Education.

7. For years where the Board determines the need for the Madison Online Academy, class sizes/member workloads for teachers of the Madison Online Academy shall be bargained with the MLEA president no later than August 1 of that year.

Q. MEMBERS ASSIGNED TO HRO (HALLS, RESTROOMS, OTHER) DUTY

HRO duty shall be defined as temporary (trouble areas) assignment to responsibility(ies) of hallway supervision, restroom supervision, or other bargaining unit work that is temporarily or permanently not assigned to another member. Such duty will only be assigned to a member(s) who do not otherwise have a full work schedule as defined by this Contract.

A member will not be assigned to perform responsibilities which have traditionally been performed by employees who are in the Classified Employees Association bargaining unit.

R. INTERVENTION/WEPS/WAPS

A teacher, in the course of performing his/her teaching responsibilities, will intervene when deemed necessary to maximize learning for student(s) in his/her class(es). Intervention required as a result of a State-mandated competency test(s) will be as follows:

1. Shall be conducted during the regularly scheduled class time as long as the intervention is not incompatible with the subject content being taught to the entire class and will not have a detrimental effect on other members of the class who are not involved with the intervention.

2. Students shall not be removed from one class (academic subject) to receive intervention in another class (academic subject) without the approval of the principal or Superintendent.

3. When the intervention program requires an extension of a teacher's contracted day, the teacher shall be compensated on an hourly basis for the additional work time.
4. A teacher who is required to prepare WEPs and/or WAPs and is required to monitor and prepare the progress report of a WEP and/or a WAP, shall be provided with time during district-wide professional development days, and upon request and approval, be released from student contact not to exceed one (1) workday or two (2) half workdays during the school year to such time as necessary for the preparation of the annual goal pages and the progress reports. In cases where a teacher(s) has an excessive number of WEPs and/or WAPs as determined by the superintendent and MLEA, the superintendent and MLEA will discuss the use of additional release time.

S. KINDERGARTEN SCREENING(S)

All members who are kindergarten teachers shall be directly involved with the screening program that is conducted for new kindergarten students. Such teachers shall be provided release time or (with the agreement of the member) paid at the per diem rate for time required during the Summer break period.

T. PLACEMENT OF STUDENTS WITH DISABILITIES IN REGULAR/INCLUSION CLASSROOMS

1. The regular classroom teacher(s) will be given the opportunity to participate in a meeting with the District representative, parent, and special education teacher when a newly identified student with disabilities who has not previously been part of an inclusion classroom or a student with a behavior intervention plan is to be placed in a regular/inclusion classroom. Such meeting will occur prior to said placement.
2. Student(s) with disabilities being placed in a regular/inclusion classroom shall be assigned in a manner that meets the child's least restrictive environment as determined by the IEP team.

3. If the regular classroom teacher and/or intervention specialist determines that the student with disabilities is not progressing satisfactorily in the regular/inclusion classroom, the teacher should so advise the principal and/or student services director. The principal and/or student services director will convene a meeting of the child's IEP team, which includes the District representative, teacher, parent, and appropriate special education personnel, to discuss the lack of progress. Upon the recommendation of this team, the student's placement may be changed.

4. A teacher who is required to prepare and maintain IEPs shall be provided a release from student contact not to exceed two (2) workdays total during the school year for such time as necessary for the preparation of IEPs.

U. JUST CAUSE PROVISION

No member shall be disciplined, without "just cause" and compliance with applicable provisions of this Contract. Non-renewal of any teaching or supplemental contract shall not constitute discipline.

V. EMPLOYEE DISCIPLINE

Employees may be disciplined for violations of this Agreement, Board policies, rules and regulations. Administrators shall investigate alleged violations immediately and shall use a progressive discipline procedure for all offenses.

No employee shall be subject to discipline except for just cause, commencing with Section B (Written Reprimand). Employees shall have representation at the written reprimand stage and above.

Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order:

1. Oral Reprimand;
2. Written Reprimand;
3. 1-Day Suspension without pay-fringe benefits will be maintained;
4. 3-Day Suspension without pay-fringe benefits will be maintained;
5. 5-Day Suspension without pay-fringe benefits will be maintained;
6. Termination pursuant to ORC 3319.16 by Board of Education.

The signature of the affected bargaining unit member on the discipline notice shall only indicate acknowledgement and not agreement. The bargaining unit member shall have the right to rebuttal.

Any written record of disciplinary action will be kept in the employee's active personnel file except that, if a member requests such removal in writing, such records shall be removed after three (3) years if there are no subsequent similar violations. The removed items will be placed in an administrative file.

ARTICLE VI LEAVE PROVISIONS

A. SICK LEAVE

Each member who is employed by the Madison Local Board of Education will be entitled to fifteen (15) days of sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1¼) days per month. The Madison Board of Education shall grant up to three hundred twenty (320) days' accumulation for sick leave. Severance will be twenty-five percent (25%) of the accumulated days.

New members or returning members who have exhausted their accumulated sick leave shall be advanced, as needed, up to fifteen (15) days of additional sick leave during each year.

Each member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, adoption, and for absence due to illness, injury, appointment with a minimum of three (3) days advanced notice, or death in the employee's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parent, stepparents, daughter-in-law, son-in-law, or a member of the member's immediate household.

Each member shall be entitled to use up to two (2) days of bereavement leave (not to be deducted from accrued sick or personal leave) with full pay when a death occurs in his/her immediate family. Members will also be entitled to use up to five (5) additional days of sick leave at the member's expense. All days for bereavement leave and sick leave under this provision must be used consecutively. Immediate family shall include spouse, child, parent, stepparents, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, a

member of his/her immediate household, a niece, a nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or other person who because of special circumstances has assumed a similar relationship to the staff member.

Notification of a member's intent to use sick leave shall be communicated to the appropriate administrator or designee prior to the absence via AESOP.

Each member using sick leave shall use AESOP to justify the use of sick leave.

If medical attention has been necessary during the period of sick leave, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

The Board shall reserve the right to contact the physician for the purpose of verifying the member's statement within the limits of 2317.01 of the Ohio Revised Code (physician-patient privilege).

Sick leave shall not be charged for days on which schools are not in session due to calamity, disease, epidemic, hazardous weather conditions, damage to school buildings, or other temporary circumstances due to utility failure rendering the school building unfit for school use.

The previously accumulated sick leave of a member new to the Madison Local School District who has been separated from public service shall be placed to his/her credit upon his/her employment in the Madison Local Schools, provided that such employment takes place within ten (10) years of the date of the last termination from public service. A member who transfers from another school District or other public agency to the Madison School District shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the Madison Local Board of Education.

Members who render part-time seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employment.

Effective July 1, 2011, employees may donate one (1) day per incident into a sick day bank. Any employee with a life threatening or catastrophic incident may send a written request for the number of days requested to the Association President for approval. The request must also be approved by the Superintendent of the Madison Local Schools and the Madison Board of Education. Approval for use of the sick day bank will be on a case by case basis.

B. USE OF SICK LEAVE FOR PREGNANCY

Members may use their full accumulation of sick leave or advancement thereof for absence due to disability caused by or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery there from, and for absence due to the aforementioned reasons involving the employee's immediate family residing in the same house, mother, daughter, or daughter-in-law residing elsewhere. Members, for whom sufficient leave is not available to cover the period of

disability due to pregnancy, shall be granted unpaid leave of absence for that portion of the period of disability not covered by sick leave.

The member may elect, in accordance with Section G of this Article, to exercise the option of taking an extended leave of absence without pay.

C. USE OF SICK LEAVE FOR ADOPTION

Members may use up to thirty (30) days of accumulated sick leave for each adoption.

D. PROFESSIONAL LEAVE

1. Members may be authorized to attend professional meetings which are scheduled during the regular school term and to visit other schools and/or school districts where such attendance or visits will contribute to the in-service education of the staff and the development of the educational program of the Madison Local Schools.

2. Requests for attendance at professional meetings shall be submitted to the Superintendent through the building principal at least two (2) weeks in advance via KIOSK. Emergency situations may be approved by the building principal.

3. Except under unusual circumstances, not more than four (4) members from each building and/or department shall be approved to attend any one professional meeting or conference.

4. Members shall be reimbursed in addition to the member's salary, for the actual expenses incurred as a result of approved attendance at such meetings as follows:

    a. Travel at the prevailing IRS rate as of July 1 of each year.

    b. Hotel or motel bill not to exceed One Hundred Fifty ($150.00) per day (based upon double occupancy) except in those cases in which the Board of Education or the State Department of Education requires the member to attend in which case the entire motel or hotel bill will be reimbursed. There will be an exception when a single room is required. A copy of this bill must be submitted.

    c. Registration fees.

    d. Members on professional leave outside of the boundaries of the school district, who buy meals, shall be reimbursed at rate not to exceed Thirty Dollars ($30.00) per day.

5. Association Leave

Twelve (12) days of leave will be granted annually to permit attendance of Association members at conventions or other meetings sponsored by the Association or to permit the Association President and/or designees to attend the Association business without loss in pay but at their own expense. The Association President shall submit written notice to the Superintendent of the names of the members who will take such leave under this provision at least one (1) week in advance of the intended absence.

No more than four (4) members of the bargaining unit may be absent on Association leave on the same school day except that all elected delegates to the representative assembly shall be permissible.

E. PERSONAL LEAVE

1. All members may be granted a maximum of three (3) school days of personal leave per school year (non-cumulative) with pay. Personal leave shall be used for personal business which cannot be conducted outside the regular school day or for other personal emergency situations.

2. If possible, notification of intent to use a personal leave day(s) will be made three (3) school days in advance. Upon return from personal leave, the involved member will sign a form indicating the number of days of leave that were used and that said leave was not in violation of this personal leave policy. (See Appendix F)

3. Personal leave days may be taken on a day or half (1/2) day basis. A third consecutive day may be approved by the Superintendent upon written request. The request must state the reason for such leave.

4. Personal leave days will not be taken before or after vacation, a holiday, before a record keeping day, or during a record keeping day unless, under special circumstances to be determined by the Superintendent, prior approval is granted.

5. Personal leave days shall not be deducted from the member's sick leave.

6. Personal leave may not be substituted for purposes for which other types of leave are stipulated.

7. Any unused allotted personal leave day(s) for a school year (July 1 – June 30) shall automatically be converted and applied to the member's accumulation of sick leave days by the Treasurer to be effective as of July 1 of each year. Such conversion shall be accomplished as soon as is administratively feasible after July 1.

8. During the last five (5) weeks of the school year:

   a. No more than two (2) teachers may use a personal day on any given day at the following buildings: Madison Middle School grades 7-8, Madison Middle School 5-6, Eastview and Mifflin Elementaries.

   b. No more than three (3) teachers may use a personal day on any given day at Madison South elementary.

   c. No more than four (4) teachers may use a personal day on any given day at the high school or junior high.

   d. The numbers in Sections a and b above shall apply to classroom teachers only.

   e. Except in cases of emergency, as determined by the building principal, denial by the building principal can be appealed to the Superintendent.

9. At the end of each school year, members with unused personal days will have the option to roll unused personal days into sick days or receive payment at their per diem rate for up to two (2) unused personal days. Submission for per diem rate of unused personal days must be emailed to the Treasurer with the Assistant Treasurer cc'd no earlier than the last scheduled teacher workday and no later than seven (7) calendar days after the last scheduled teacher workday. Payment will be made before the last pay in June.

F. ASSAULT LEAVE

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a member of the Association bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under rules adopted by the Madison Local Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full status during such absence.

Members shall be granted assault leave according to the following rules:

1. The physical assault must have occurred during the performance of teaching responsibilities by the involved member.

2. If medical attention is not required, said assault leave shall be limited to three (3) days plus any absence from duty as a result of litigation related to the assault.

3. If medical attention is required, assault leave will be granted for all absence from duty. A certificate from a licensed physician, stating the

nature of the disability and its duration, may be required before assault leave payment is made. The physician's statement is to be sent or delivered to the Superintendent of Schools. Absence from duty as the result of litigation related to the assault shall be considered as assault leave.

4. A request for assault leave shall be made on appropriate forms (See Appendix D) to the Superintendent of Schools; exceptions to this would be where physical limitations would prohibit filling out said form.

5. It shall be the obligation of the building principal to maintain contact with the assaulted member to determine the duration of time that a substitute will be needed.

   Any professional staff member who is a witness or has information related to an assault upon a member is requested to put such information in written form and submit it to the principal.

   All provisions of Board policy pursuant to student discipline shall apply to any student involved in an assault.

G. MATERNITY AND ADOPTION LEAVE

In addition to the provisions of sick leave, a member who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for maternity or adoption reasons.

Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to one (1) year after the child is born or custody is accomplished. This leave shall be extended for one (1) additional year upon application due to the child's continual condition as determined by a doctor. If the member so elects, maternity leave may begin when the sick leave expires or is terminated.

Applications for maternity or adoption leave shall state, in writing, the expected date of birth or custody, the date requested leave is to commence, the date the member hopes to return to service, and the name of the attending physician or adoption official.

Applications for maternity or adoption leave (See Appendix K) should be made thirty (30) days prior to the requested beginning of the leave or extension of same if possible.

Sick leave shall not accrue during maternity or adoption leave. Members on maternity or adoption leave may continue to participate in member Board paid group benefits, provided they furnish the Treasurer with the necessary premium payments before the due date. Since maternity or adoption leave is without pay, the Board paid group benefits, stated herein, does not apply to the State Teachers Retirement System.

At the expiration of the approved leave, the returning bargaining unit member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled or have been eliminated, the returning staff member shall be appointed to a bargaining unit position within the area(s) of certification held by the individual. Such leave time shall apply to seniority and the individual's continuous employment with the Board shall not be interrupted. Upon return to service, the member(s) shall resume the contract status which he/she held prior to such leave in accordance with ORC 3319.13.

H. LEAVE OF ABSENCE

1. A member of the bargaining unit shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, profession, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon written request, the Board may grant an extension of the leave of absence for up to two (2) additional years.

2. A written application (See Appendix K) must be made to the Superintendent or his/her designee on the negotiated form at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency.

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

4. At the expiration of the approved leave the returning bargaining unit member shall be granted his/her position held prior to the leave if it is vacant.

   Should the position be filled or have been eliminated, the returning staff member shall be appointed to a bargaining unit position within the area(s) of member certification held by the individual. Such leave time shall apply to seniority and the member's continuous employment with the Board shall not be interrupted. Upon return to service, the member(s) shall resume the contract status which he/she held prior to such leave in accordance with ORC 3319.13.

I. FAMILY AND MEDICAL LEAVE

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

2. Leave Provisions:

a. Each employee who has been employed for at least twelve (12) months and has during that twelve (12) months been in pay status at least one thousand two hundred fifty (1,250) hours is entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, foster placement, or first-year care of a new child; to care for a child, parent, or spouse with a serious health condition; the employee's own serious health condition; or a qualifying exigency arising out of a family member's covered active duty in the Armed Forces. Each eligible employee is entitled to up to twenty-six (26) weeks of unpaid leave to care for a covered service member who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

(1) The bargaining unit member must provide a medical certificate from a health care provider when leave is taken because of the employee's own serious health condition or to care for a spouse, son, daughter, or parent with a serious health condition, or covered service member with a serious illness or injury.

(2) Spouses who are both employees are entitled to a total of twelve weeks of leave [rather than twelve (12) weeks each] for the birth**,** adoption**,** foster placement, or first-year care of a child, and a total of twenty-six (26) weeks of leave [rather than twenty-six (26) weeks each] for the care of a covered service member or the above-stated care of a child.

b. Any leave beyond twelve (12) or twenty-six (26) weeks in a year for those purposes as applicable may be granted pursuant to the other leave provisions of this Agreement.

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

d. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible.

e. When medically necessary, leave may be taken intermittently.

3. Protection of Employment:

a. Upon return from leave, the Board shall restore the employee taking a leave under this Article to the same position he/she held when the leave commenced. However, the return of an employee from family leave at the beginning of the school year shall not preclude the right of the Superintendent to make an involuntary

transfer under Article IV, Section C.2. as if the employee was not on leave of absence during the summer months preceding his/her return.

b. The taking of a leave under this Article shall not result in the loss of any employment benefits accrued prior to the date the leave commenced.

4. Insurance Continuation:

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

In the event a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence under this provision the employer may recover from the employee the costs of any payments made to maintain the employee's insurance coverage, unless the failure to return to work was due to continuation, recurrence or onset of a serious health condition or for reasons beyond the employee's control.

5. Limitations on Leave:

Any leave commenced more than five (5) weeks prior to the end of a school year and of at least three (3) weeks duration may not end during the last three (3) weeks of the school year except with the approval of the Superintendent.

Any leave commenced less than five (5) weeks prior to the end of the school year and of at least two (2) weeks duration may not end during the last two (2) weeks of the school year except with the approval of the Superintendent.

Any leave commenced less than three (3) weeks prior to the end of the school year and greater than five (5) days duration shall continue until the end of the school year unless return during that school year has the approval of the Superintendent.

6. Year:

The 12-month period shall be measured forward from the date any employee's first FMLA leave begins.

ARTICLE VII – RIGHTS OF THE ASSOCIATION

The Madison Local Education Association shall have the sole and exclusive Association privileges enumerated in this Article.

A. DIRECTORY

The Board of Education, upon annual request by the Association shall provide a list of new and retiring members on or before August 1. The Board shall provide a list of all members of the bargaining unit by September 30. The Board shall provide the following bargaining unit member information to the Association President no later than September 30 of each school year and within twenty (20) days of any change in information: name, work site, address, all phone numbers provided to the District, employment status (e.g., limited contract, continuing contract), seniority date, date of hire, current assignment/position, type of credential (e.g., provisional, professional, permanent certification/licensure).

B. COPIES OF WRITTEN COMMUNICATION

The agenda for all regular and special meetings of the Board of Education and the minutes of those meetings shall be forwarded to the President of the Association.

C. PAYROLL DEDUCTION

The Board shall provide payroll deductions for dues for membership in the Association and affiliates. These deductions shall be without cost to the Association or the member. Forms for these deductions shall be supplied by the Association. The enrollment period for payroll deduction of membership dues shall be from September 1 to October 15 of each year. The deduction shall be for fifteen (15) pay periods or as may be otherwise indicated by the President of the Association prior to September 15 of the membership year. Upon request, payroll deduction privileges shall be available to members hired after October 1. The Treasurer of the Madison Local Schools shall forward such deductions to the Treasurer of the Madison Local Education Association within ten (10) days of such collection. Accompanying each check will be a complete list of the names of the members for which a payroll deduction was made.

The Treasurer of the Madison Local Schools shall deduct from the final payroll check of any employee who shall leave the District, for any reason, the full amount of outstanding dues due and payable under the provisions of the payroll deduction authorization form, provided the employee has accrued sufficient net pay to cover such deduction.

A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time but would continue for the next following year unless the Treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the Treasurer

receives notification from a member, the Treasurer shall promptly forward a copy of such notification to the Association President. The Association President shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

D. USE OF SCHOOL MAILS AND BULLETIN BOARDS

The Association shall be authorized to use the school mails, the District email system, “Pony,” and members' mailboxes for Association business. A bulletin board will be provided in each building for the exclusive use of the MLEA. The bulletin board shall be located in an area readily accessible to and normally frequented by members.

E. ASSOCIATION BUSINESS

The MLEA and/or its Association representative may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction. The public address system shall be available for Association announcements upon proper notification and approval of the building principal.

F. INFORMAL MONTHLY MEETINGS

There shall be a monthly meeting of the Superintendent and/or others with MLEA officers and/or the Association representative to discuss informally mutually important matters which would include, among other items, the financial position of the school system.

The Board and the Association will explore the possibility of forming a Labor-Management Partnership Program that would be under the sponsorship of the Federal Mediation and Conciliation Service or State Employment Relations Board. The Labor Management Committee will function in accordance with provisions for informal monthly meetings as stated in the preceding paragraph.

G. MEMBERSHIP IN UEP

The Board and the Administration will respect the right of all members to join or assist the United Education Profession. 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 their membership. Any individual who wishes to cancel their membership must notify the Association Treasurer and President in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year.

H. FACILITIES

The Association will have the right to use school facilities, buildings, and equipment without cost at all reasonable times, provided such use does not interfere with the educational program.

I. RIGHT TO SPEAK

The Association President or his/her designee shall have the right to address and pass out materials at the new member orientation prior to the opening of school and at other district wide general staff meetings that may be held during the school year.

J. RIGHT TO REPRESENTATION

A member may request the presence of an Association representative at any meeting with the Administration/Board where the member(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their job(s). Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this Section, and "Association Representative" shall mean a building representative, an officer of the Association, or such representative as the member deems necessary.

K. FAIR SHARE FEE

Should the *Janus* v. *AFSCME* decision be reversed, the following provisions shall be operable without the need for the parties to negotiate.

1. Right to Fair Share Fee:

a. <u>Payroll Deduction of Fair Share Fee:</u>

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

b. <u>Notification of Amount of Fair Share Fee:</u>

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

c. Schedule of Fair Share Fee Deductions:

(1) All Fair Share Fee Payers

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

(a) Sixty (60) days' employment in a bargaining unit position which shall be the required probationary period

(b) or January 15.

(2) Upon Termination of Membership During the Membership Year

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

d. Transmittal of Deductions:

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

e. Procedure for Rebate:

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

f. Entitlement to Rebate:

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

g. Indemnification of Board:

(1) The Association on behalf of itself and the Ohio Education Association and National Education Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

(2) The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

(3) The Association shall reserve the right to designate counsel to represent and defend the Board;

(4) The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(5) The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE VIII-SCHOOL FACULTY COMMITTEE AND IN-SERVICE EDUCATION

A. SCHOOL FACULTY COMMITTEE

1. A School Faculty Advisory Committee may be formed in each building by MLEA members.

2. The purpose of the School Faculty Advisory Committee will be to establish lines of communication with regard to specific areas of concern of members and Administration and to seek common solutions to these concerns so that a positive approach and attitude can be attained by the total building staff.

3. Formation of Committee:

a. Any Association member may participate on the committee.

b. The building principal will act as the chairperson of the building committee.

c. A secretary will be elected from among the MLEA members at the first meetings. The secretary shall be responsible for: 1) soliciting items for the agenda from all members and administrators; 2) preparing agenda; 3) "posting" agenda for all members and distributing to administrators in the building at least twenty-four (24) hours prior to the meeting; 4) taking minutes of all committee meetings; and 5) distribution of minutes to all members and administrators.

d. Meetings will be held as needed at the call of the secretary or by a letter signed by at least three (3) committee members.

B. IN-SERVICE MEETINGS

The Association and the Board recognizes that local in-service training is necessary to keep up-to-date with new programs and is beneficial to the educational program.

The Board will sponsor a minimum of two (2) Professional Meeting Days per year. The first Professional Meeting Day shall occur on the day preceding the Teachers' Workday at the beginning of the school year and the other in October. Any additional Professional Meeting Day(s) shall be scheduled by the Administration.

A minimum of two (2) preschool meeting days will be held, including a Professional Meeting Day and a Teacher Workday, with no more than three (3) hours of the Teacher Workday being designated for required meetings.

Any meetings scheduled for the purpose of professional development will be on a voluntary basis unless a teacher is relieved of their duties during the workday.

C. TUITION FOR ADULT EDUCATION

All full-time employees, as herein defined, and their spouses who enroll in Madison Adult Education career enhancement/personal interest classes will pay regular tuition; however, they will be refunded one hundred percent (100%) of the tuition as provided below.

1. Tuition will be refunded for one (1) class per session providing there are available seats once all regular paying students have registered and the total tuition collected from regular students will cover all expenses. In cases where tuition from regular students in a class is insufficient to cover expenses, employees will be notified

and given the option to drop with a full refund or continue without a refund.

2. Employees must file an Employee Registration Refund/Credit Request form with the adult education office upon completion of the class. If the employee successfully completes the course and attends ninety percent (90%) of the class hours, the employee must have the instructor sign the form and then return the form to the Adult Education Office where the refunds will be processed. Additionally, employees who attend the first scheduled class and then decide to drop the class prior to the second scheduled class shall receive a full refund. Those who attend two (2) classes and decide to drop the class prior to the third scheduled class will receive a refund that is prorated on the basis of having attended two (2) classes. Thereafter, no refunds will be processed. All refunds shall be forwarded to the employee within ten (10) days of the request for such a refund.

3. All books, supplies and/or fees must be paid at one hundred percent (100%).

4. Tuition refunds will not apply to courses contracted with outside agencies or career development courses/programs terminating in an industry credential.

5. Employees of the adult education department shall be permitted to enroll in any adult education career enhancement/personal interest course or career development program tuition free, providing there are available seats once all regular paying student have registered and the total tuition collected from regular paying students covers all expenses. When applicable, the adult education employee must apply for any financial grants through the adult education financial aid administrator. Any grants awarded will be applied toward the cost of tuition. The course/program schedule must be outside the employee's regular scheduled workday. All books, supplies and/or fees must be paid at one hundred percent (100%).

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and MLEA agree to create, pursuant to ORC 3319.22(C), a Local Professional Development Committee, hereinafter LPDC.

1. Purpose and Authority:

a. The purpose of the LPDC shall be to oversee and review professional plans for course work, continuing education units and equivalent activities for recertification and licensure.

b. The LPDC shall have no authority or affect to revise, delete, add to or modify any Article or Section of this Negotiated Agreement.

Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.

2. Selection of Committee Members:

   a. The LPDC shall consist of five (5) members, three (3) teachers selected by the MLEA, a principal appointed by the Superintendent, and the Superintendent or his designee.

   b. MLEA members shall be selected in accordance with the MLEA Constitution and Bylaws. The MLEA shall determine replacement and recall of its members.

   c. The Superintendent shall determine the replacement and recall of the principal and Superintendent designee members.

   d. An administrative or non-teaching employee seeking recertification may request an administrative majority to consider his/her recertification. The temporary administrative majority shall be created by a reduction in the number of teacher voting members by two (2).

   e. Teacher members shall serve terms of three (3) school years (July 1-June 30) provided the initial appointments shall be one (1) for one (1) year, one (1) for two (2) years, and one (1) for three (3) years.

   f. The term of the principal and Superintendent designee shall be three (3) school years.

3. LPDC Procedures:

   a. The LPDC shall determine the time, location and number of committee meetings. The approval of the Superintendent is needed if a meeting is to be scheduled during the school day.

   b. If a meeting is scheduled with the Superintendent's approval during the school day, each LPDC member shall be released without loss of pay to attend said meeting.

   c. The LPDC will post notification of meetings forty-eight (48) hours in advance of the proposed meeting.

   d. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the State of Ohio.

   e. The LPDC shall work with other educators to establish its Plan of Operation.

   f. The LPDC shall report to the Board concerning its activities twice during the school year.

4. Training and Compensation:

   a. The LPDC member shall be provided with on-going training as determined by the committee within their budget.

   b. LPDC teacher members shall be compensated four and forty-three hundredths percent (4.43%) of the base rate in order to perform his/her LPDC duties.
      (1) Teacher members serving as Chair or Secretary shall receive an additional one percent (1%) of the base.

   c. The Board will appropriate an adequate annual budget for training, supplies and substitute teachers to operate the LPDC in accordance with law.

5. Facility, Equipment, and Support Services:

   a. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

   b. Individual members/employees shall be required to keep original copies of any documentation provided to the LPDC.

6. Employee Protection:

   a. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.

   b. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement.

7. LPDC Appeals Procedure:

   a. The LPDC shall determine its own appeals procedure. This procedure will not be in violation of state guidelines for LPDC appeals.

   b. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the Collective Bargaining Agreement.

   c. The LPDC's decision is appealable to the state level (if state level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

   d. The LPDC shall keep and retain records of its meetings, decisions and recommendations. All records of the committee shall be public as required by state statutes governing LPDC.

e. The committee shall not vote on official business unless one non-MLEA appointee is present.

E. SAFETY COMMITTEE

A District-wide committee will be formed consisting of three (3) Association representatives, Operations Supervisor, and three (3) Administrators.

A recommendation to the Board of Education will be made by January 1 of each year for review and approval.

ARTICLE IX - SALARY AND FRINGE BENEFITS

A. REGULAR SALARY SCHEDULE

1. All members shall be paid according to the index salary schedules and related provisions of this Article (See Appendix A). Any increase in base salary shall be reflected in the related provisions in the index salary schedule found in the appropriate Appendix.

2. The base rate of the salary schedule shall be the bachelor's degree column, Step 0.

3. Effective January 24, 2025 through July 31, 2025, the Board agrees to increase the salary base rate by 3%. The base rate shall be $37,014. Retroactive pay will be paid in a lump sum on May 10, 2025.

   Effective August 1, 2025 through July 31, 2026, the Board agrees to increase the salary base rate by 2%. The base rate shall be $37,754.

   Effective August 1, 2026 through July 31, 2027, the Board agrees to increase the salary base rate by 2%. The base rate shall be $38,509.

4. STRS Pick-Up:

   a. <u>Pick-Up and Pay</u>:

      The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members. Currently the Board pays six and five tenths percent (6.5%). Effective August 1, 2008, the Board shall pick-up and pay a share of the member's STRS payments in the amount of six and seventy-five hundredths percent (6.75%).

b. STRS Pick-Up by Salary Reduction:

(1) The remaining portion of the STRS member's contribution shall be picked up and paid by the Board by reducing the annual compensation of the member by an equal amount.

(2) The pick-up percentage shall apply uniformly to all members of the bargaining unit.

(3) No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of employer pick-up.

(4) For IRS purposes only, annual compensation listed on the W-2 form shall be the member's annual compensation reduced by the difference between the member's total premium obligation and the appropriate amount as described in Part 4 a above.

5. The aforementioned salary schedule(s) is/are understood to represent the appropriate compensation that each member of the bargaining unit shall be entitled to for performing responsibilities that are within the scope of the unit definition and the member workday and year as defined in Article V. Said members shall not be required to perform such services for more than one hundred eighty-four (184) days in any school year and such days shall be in accordance with the Board adopted school calendar. Should a member be required to work more than seven and one-half (7 ½) hours by his/her immediate supervisor in any day and such work is not included in the supplemental pay schedule, said member will be paid additional compensation at the rate of BA Step 0 divided by 184, divided by 7.5, divided by 60.

This provision shall not apply to a maximum of two (2) staff meetings per month of one (1) hour or less duration and for scheduled school open house and parent/teacher conference times.

6. Placement on the Schedule:

a. Members shall be placed on the salary schedule according to their training and experience.

b. Members with less than a bachelor's degree or a bachelor's degree shall be paid on the bachelor's degree column.

c. Members with a bachelor's degree that have earned fifteen (15) semester hours after earning the bachelor's degree, shall be placed on the bachelor's + 15 hours column. The earning of 150 hours and a bachelor's degree shall be considered equal to the bachelor's + 15 column. The hours may be graduate hours, undergraduate hours, or a combination of both.

d. Members with a master's degree shall be paid on the master's degree column.

e. Members with a master's degree that have earned an additional fifteen (15) semester hours after earning the master's degree, shall be paid on the master's + 15 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.

f. Members with a master's degree that have earned an additional thirty (30) semester hours after earning the master's degree, shall be paid on the master's + 30 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.

7. Recognized Placement Criteria:

a. Degrees referred to above shall mean an earned degree from an accredited institution.

b. Three (3) quarter hours shall equal two (2) semester hours.

c. Ten (10) Continuing Education Units (CEU's) obtained from a provider authorized by the LPDC shall equal one (1) semester hour.

d. Upon initial hire, a member shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by a state or the U. S. Government and, for all active military service in the Armed Forces of the U. S., to the maximum of ten (10) years.

e. One (1) year of teaching experience shall mean the member has provided service for one hundred twenty (120) days or more in any one (1) school year.

8. Advancement on the Salary Schedule:

a. Graduate or undergraduate credit hours obtained by each bargaining unit member shall be reviewed upon receipt by the Board. Appropriate placement for each member on a salary schedule shall be made at the beginning of the next month except that no pay adjustments will be made after March 1 of each school year.

b. <u>Vertical Advancement</u>:

A member shall advance vertically one (1) step on the salary schedule for each year of experience in the District.

9. Pay Plan:

All employees will be paid over twenty-four pays (24) on the 10th and 25th of each month, starting August 25, 2022. If the pay date falls on a weekend or holiday, the pay shall fall on the prior Friday or business day, respectively.

Direct deposit notices and W-2 Wage and Tax Statements will only be printed upon individual request.

B. OUTSIDE WORKDAY COMPENSATION

1. Members who attend training preapproved by the Board/Administration held outside of the contractual workday will be compensated at the rate of BA Step 0 divided by 184, divided by 7.5, divided by 60 to determine the minute rate. Members shall submit a completed timecard (See Appendix O-1) to the Board Treasurer or designee at the Board office within thirty (30) days after completion of the training for compensation. Members will not be compensated for committee meetings, as participation is not mandatory.

2. Summer School shall be compensated at the rate of BA Step 2 divided by 184, divided by 6.5, divided by 60 to determine the minute rate.

C. PER DIEM RATE

The per diem rate is 1/184 of the member's regular salary. A member performing teaching duties and/or training beyond the contracted year shall be paid on a per diem rate prorated to reflect the length of the teaching day. For purposes of this Article only, a full day will be considered six and one-half (6 ½) hours.

D. MILEAGE

Members who are required to travel as the result of their teaching assignment shall be compensated at the prevailing IRS rate per mile. The rate does not apply to travel as the result of attendance at professional meetings.

E. SEVERANCE POLICY

The Board of Education will grant severance pay to all retiring members under the following provisions:

1. Members must be eligible for retirement according to regulations set forth by the State Teachers Retirement System.

2. The member must actually retire and must show evidence to the Treasurer that retirement payments are being received.

3. The daily rate for calculating severance pay shall be that amount paid, per day, on the Contract in effect at the time of retirement.

   a. To determine the daily rate, the total base salary shall be divided by the number of days required by the current school calendar, or, if the school year is completed, the preceding calendar.

b. Members on extended service shall work twenty (20) additional days for each month and these days shall be added to the school calendar for severance purposes.

4. The number of days for which payment is made shall be limited to one-fourth (¼) of the accumulated sick leave up to three hundred twenty (320) days.

5. Upon disbursement of severance pay, all sick leave credits will be eliminated from the school's records.

6. Severance pay shall be paid upon the next regularly scheduled payday after showing evidence to the Treasurer that retirement payments are being received. The member may opt to have all or any part of the severance pay paid into a tax sheltered annuity provided:

   a. the election to do so is made prior to the date of retirement, and

   b. a calculation showing the amount to pay into the tax-sheltered annuity is prepared by a representative of the annuity and provided to the Treasurer by the member.

   c. If said member expires before providing proof of retirement to the Treasurer, the severance pay shall be paid to the estate of the deceased retired member upon proper verification by the personal representative of the estate.

F. SUPPLEMENTAL PAY

1. Any member performing duties listed in the supplementary pay schedule shall receive the indicated compensation for that additional duty. This compensation can be increased but not decreased by action of the Board.

2. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board.

3. Members shall not be required to serve as club advisors unless the club is approved by the Board.

4. Period of assignment of additional duty shall appear on the supplemental contract.

5. At the end of the supplemental duty period, the athletic director/principal and the coach/advisor should have a conference to review the seasonal assignment.

6. The ratios specified in the Supplemental Pay Schedule will be applied to the current effective B.A.-0 step of the member salary schedule to determine supplemental compensation.

Experience shall be awarded for experience in the same or similar area of responsibility (example: baseball, softball, etc.) both within and outside the District. Persons moving to a head coaching position will receive credit on the head coaches schedule for years assisting in the same or similar sport.

7. Vacant supplementals shall be posted as per Negotiated Agreement. If a qualified member applies, he/she will have the right to fill said position. If no member applies, then the Board has the option as to whether they choose to fill the position.

   Vacant supplementals for Head Coaching positions at the high school level shall be posted as per Negotiated Agreement. A panel shall set the qualifications once the applicants' resumes have been received. If an applicant receives 2 or more votes, they shall be granted an interview. Whether a member or otherwise, the new Head Coach will be chosen by a majority vote of the panel. The panel will consist of one (1) community member to be agreed upon by the Board/Administration and MLEA, and an equal number of Board Representatives and MLEA members (chosen by the MLEA Executive Committee).

   The Athletic Director or the administrator responsible for hiring shall contact the MLEA President at least 48 hours in advance of all interviews. If a member applicant is not selected for an interview or the position, he/she shall receive in writing the reason(s) for which they were not selected, no later than three (3) days after the decision has been made. Member applicants who are not selected for the position shall have the right to meet with the Athletic Director or the administrator involved in the hiring decision if the member requests to do so within three (3) days of receiving the reason(s) in writing. If there are no member applicants, then the Board has the option as to whether they choose to fill the position.

   Notwithstanding the foregoing, the Board reserves the right to not fill any supplemental on an annual basis for which there is insufficient student interest. The President of the Association shall be notified of the determination not to fill any supplemental position(s).

   Non-MLEA members shall be non-renewed at the completion of the school year, and the position shall become vacant.

   It is the intention of the parties that this procedure and section shall supersede any conflicting provision in ORC 3313.53.

8. Non-MLEA members shall be non-renewed at the completion of the school year, and the position shall become vacant.

9. SUPPLEMENTAL PAY SCHEDULE:

   Supplemental contracts shall be paid one-half (1/2) of the negotiated compensation by specific dates depending on the season of the sport. Fall sports shall be compensated one-half (1/2) of their supplemental contracts

by September 15; Winter sports by December 15, Spring sports by April 15. Final compensation of one-half (1/2) shall be paid by no later than two (2) weeks after a final inventory of season is completed with their respective athletic director. All academic supplemental contracts shall be compensated one-half (1/2) of the negotiated compensation by December 15 and the remaining negotiated compensation shall be paid by June 15.

	ACADEMIC POSITION	0-2 years	3 years
1.	Academic Booster Coordinator	3.0	3.3
2.	Academic Challenge Advisor M.S./Elementary	3.0	3.9
3.	Academic Advisor- Academic Challenge-High School	3.0	3.9
4.	Art Club Advisor	2.5	2.8
5.	Audio Visual Director-H.S.	9.0	9.9
	Position Eliminated Effective with B. Sanders Vacating the Position		
6.	Audio Visual Director- M.S.	7.0	7.7
	Position Eliminated Effective with T. Lord Vacating the Position		
7.	B.P.A. Advisor-H.S.	4.0	4.3
8.	Band Assistant-H.S.	8.0	8.8
9.	Choir (Vocal) Director - H.S. (Jazz Choir)	3.0	3.3
10.	Class Advisor - Sophomore	2.0	2.2
11.	Class Advisor - Junior	3.0	3.3
12.	Class Advisor - Senior	3.0	3.3
13.	Department Chairpersons [H.S., M.S., 1 per elementary building (Mifflin & Eastview) and 2 for South)]	3.5	4.5
14.	Dramatics (Musical) Advisor-H.S.	3.5	3.9
15.	Dramatics (Play) Advisor-H.S.	3.5	3.9
16.	Dramatics Advisor-M.S.	3.5	3.9
17.	Dramatics (Musical) Advisor-Eastview/Mifflin (1)	3.5	3.9
18.	Dramatics (Musical) Advisor-South (1)	3.5	3.9
19.	F.C.C.L.A. Advisors-H.S.	2.5	2.8
20.	Foreign Language-Spanish Club Advisor	2.5	2.8
21.	Key Club Advisor-High School	3.5	3.9
22.	Key Club Advisor- M.S.	2.5	2.8
23.	Music Assistant (Ramettes)	5.5	6.1
24.	National Honor Society Advisor-H.S.	5.0	5.3
25.	Science Club Advisor – H.S.	2.5	2.8
26.	Student Council Advisor-Elementary	3.5	3.9
27.	Student Council Advisor-H.S.	4.0	4.5
28.	Student Council Advisor-M.S.	3.5	3.9
29.	Skills–USA Advisor–H.S.	7.0	8.5
30.	Writer's Club-H.S.	2.5	2.8
31.	Yearbook Advisor-H.S.	9.0	9.9
32.	Special Education Building Coordinators-		
	H.S., M.S., South	3.9	4.9
	Eastview, Mifflin	3.0	3.9

ATHLETIC RESPONSIBILITIES

1.	Head Baseball Coach-H.S.	13.5	14.85
2.	JV Baseball Coach-H.S.	9.5	10.45
3.	Head 9th Baseball Coach or Asst. Baseball Coach-H.S.	9.5	10.45
4.	Head Varsity Basketball Coach-H.S.	25.0	27.50
5.	Asst. Varsity Basketball Coach-H.S.	13.5	14.85
6.	Head 9th Basketball Coach-H.S.	11.5	12.5
7.	Head 8th Basketball Coach	9.5	10.45
8.	Head 7th Basketball Coach	9.5	10.45
9.	Head Varsity Cheerleader Advisor-H.S.	9.5	10.45
10.	Asst. Varsity Cheerleader Advisor	7.5	8.25
11.	Cheerleader Advisors-M.S.	5.0	5.50
12.	Head Cross Country Coach	9.5	10.45
13.	Asst. Cross Country Coach	7.5	8.25
14.	Equipment Manager- H.S.	6.0	6.60
15.	Fitness Coach	3.5	3.85
16.	Head Varsity Football Coach-H.S.	25.0	27.50
17.	Asst. Varsity Football Coach-H.S.	13.5	14.85
18.	Head 9th Football Coach- H.S.	12.0	13.0
19.	Asst. 9th Football Coach- H.S.	10.5	11.5
20.	Head 8th Football Coach	9.5	10.45
21.	Asst. 8th Football Coach	9.0	9.90
22.	Head 7th Football Coach	9.5	10.45
23.	Asst. 7th Football Coach	9.0	9.90
24.	Head Golf Coach-H.S.	9.5	10.45
25.	Asst. Golf Coach-H.S.	6.0	7.0
26.	Head Softball Coach-H.S.	13.5	14.85
27.	JV Softball Coach-H.S.	9.5	10.45
28.	Head 9th Softball Coach or Asst. Softball Coach-H.S.	9.5	10.45
29.	Head Tennis Coach-H.S.	9.5	10.45
30.	Head Varsity Track Coach-H.S.	13.5	14.85
31.	Asst. Varsity Track Coach-H.S.	9.5	10.45
32.	Head 7th & 8th Track Coach	9.5	10.45
33.	Asst. 7th & 8th Track Coach	7.5	8.25
34.	Fitness Coordinator-H.S.	6.0	6.60
35.	Head Varsity Volleyball Coach-H.S.	13.5	14.85
36.	Asst. Varsity Volleyball Coach-H.S.	9.5	10.45
37.	Head 9th Volleyball Coach- H.S.	9.5	10.45
38.	Head 7th Grade Volleyball Coach	8.0	8.80
39.	Head 8th Grade Volleyball Coach	8.0	8.80
40.	Head Varsity Wrestling Coach-H.S.	18.0	19.80
41.	Asst. Varsity Wrestling Coach-H.S.	11.0	12.10
42.	Head 7th & 8th Wrestling Coach	9.5	10.45
43.	Asst. 7th & 8th Wrestling Coach	7.5	8.25
44.	Head Soccer Coach	13.5	14.85
45.	Asst. Soccer Coach	9.5	10.45
46.	Head Swim and Dive Team Coach-H.S.	9.5	10.45
47.	Asst. Swim and Dive Team Coach-H.S.	7.5	8.25

10. Grant Writing:

a. Members desiring to submit a grant must have pre-approval of their Building Administrator.

b. Grants of Ten Thousand Dollars ($10,000.00) or Greater

(1) Grants with One to Three Authors

Monetary rewards of Fifty Dollars ($50.00) per author will be granted for grants.

(2) Grants with Four or More Authors

Monetary rewards of One Hundred Fifty Dollars ($150.00) will be deposited in the principal's fund. Distribution of this money will be decided by the group of authors.

G. INSURANCE

1. General Provisions:

a. Coverage:

(1) The Board shall provide for all members the following comprehensive insurance coverage: hospital, surgical and major medical, dental, group life, and vision.

(2) The level of insurance benefits, coverages or services shall be no less than the level provided during the 1985-86 school year and the specifications stated in Part 2 of this Section.

(3) The Board shall provide single or family coverage as initially requested by the member.

b. Enrollment:

(1) Members must enroll in the plan in order to receive benefits. Upon employment, the member shall receive an enrollment form from the Board.

(2) New members may enroll within thirty-one (31) days of employment with the coverage becoming effective the first of the month following five (5) working days in pay status. For any member enrolling after thirty-one (31) days, insurance coverage will be effective on the date the company approves proof of good health for the member and each of their dependents.

(3) The Board shall provide single or family coverage as initially requested by the member.

(4) Forms for changes in enrollment status due to either open enrollment or a qualifying event shall be made available by the Board. Claim forms for each plan shall be available in each building or work site.

c. Insurance Contracts:

(1) Copies of Benefit Contract:

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

(2) Copies of Benefit Descriptions:

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

(3) Benefit Description for New Members:

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

(4) Copies of Improvement in Existing Benefits:

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

d. Conditions:

(1) The insurance benefits provided by this Section shall be provided to all members who are employed more than half time.

(2) In situations where both husband and wife are members of the bargaining unit and they opt to carry only one (1) family plan of either the PPO or HDHP/HSA, the Board will pay the premium one hundred percent (100%).

2. Insurance Plans:

a. Hospital/Surgical/Major Medical, Dental, Prescription, and Vision Insurance - The Board shall continue to provide hospital/surgical and major medical insurance, through a carrier licensed by the State of Ohio, for members and their dependents.

The Board shall offer two health insurance plans for Hospitalization/Medical/Prescription coverage: a Total Managed Health Care Plan (PPO) and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). A member may select one of these plans. Once a member selects the HDHP, that member may not subsequently select the PPO until the first open enrollment period after the expiration of this bargaining agreement.

(1) Total Managed Health Care Plan (PPO)

Members may participate in the Total Managed Health Care Plan (PPO) referenced in Appendix T. By choosing this option the Board's contribution levels will be eighty-five percent (85%) for single and family coverage through December 31, 2025; eighty-four and one-half percent (84.5%) commencing January 1, 2026; and eighty-four percent (84%) commencing January 1, 2027. The member will contribute fifteen percent (15%) through December 31, 2025; fifteen and one-half percent (15.5%) commencing January 1, 2026; and sixteen percent (16%) commencing January 1, 2027. The District plans will continue to include unlimited occupational therapy and physical therapy. Chiropractic visits are limited to twenty-five (25) visits per year per the Schedule of Benefits.

Wellness Program – Members who participate in the District’s Wellness Program annually will receive a five percent (5%) discount on their PPO premium contribution for the following benefit year (commencing January 1, 2023). See Appendix T for more information.

The Summary of Benefits forms will be emailed to all members as they become available each year.

If a member cannot find a network provider within twenty (20) miles of the 44905 zip code, the Board will reimburse said member the difference in cost, provided that the member satisfactorily completes the form Appendix N within fourteen (14) days after receipt of the Medical Mutual EOB.

(2) High Deductible Health Plan with Health Savings Account

As an alternative to the PPO, Members may participate in the High Deductible Health Care Plan (HDHP) with a Health Savings Account (HSA) (collectively referred to as HDHP/HSA) referenced in Appendix T. The Board shall contribute ninety percent (90%) of the premium and the Employee shall contribute ten percent (10%) of the premium through December 31, 2025. The Board shall contribute eighty-nine and one-half percent (89.5%) of the premium and the Employee shall contribute ten and one-half percent (10.5%) of the premium from January 1, 2026 through December 31, 2026. Commencing January 1, 2027 the Board shall contribute eighty-nine percent (89%) of the premium and the Employee shall contribute eleven percent (11%) of the premium.

For those employees who are eligible and opt to enroll in Medicare, the parties shall follow all applicable laws and regulations.

For those employees who choose the HDHP/HSA, the Board will contribute annually Five Hundred Dollars ($500.00) for single and Fifteen Hundred Dollars ($1,500.00) for family coverage to the employee's HSA account. Employee's must remain eligible under IRS regulations for HSA contributions.[1] Employees who are not eligible for HSA contributions have the sole responsibility to notify the Treasurer's office in writing at least thirty (30) days in advance of any planned HSA contribution.[2] Employees who are not eligible for HSA contributions shall receive a cash payment via direct deposit.

Employees may participate in the Wellness Program to receive additional funding (see Appendix T). This HSA Board contribution will be paid one-half (1/2) in January and one-half (1/2) in July unless otherwise indicated on the applicable Appendix T. New employees will be paid on a prorated basis in the month their coverage begins. If any employee terminates their employment after completing their contract or whose employment ends for any other reason prior to June 30, the employee will not receive the July HSA payment.

b. Life Insurance - Each member shall be provided the term life insurance coverage that has a face value of Thirty Thousand Dollars ($30,000.00). Such policy shall further include a like amount of

[1] Examples include, but are not limited to: employees, or their spouses if on family plan, enrolled in Medicare are ineligible for contributions to HSAs. Employees with dependents or a spouse enrolled in a non-HDHP (e.g., PPO from another employer) are ineligible for contributions to HSAs.

[2] Employees shall hold the Board harmless and waive any claim against the Board for any improper HSA contributions made by the Board if the employee does not meet the requirements of this section.

coverage for accidental death and dismemberment. The Board shall pay one hundred percent (100%) of the cost of this coverage. Policy shall include a conversion clause that would allow members the right to convert (at his/her expense) a like amount of life insurance to whole life coverage at the time of retirement.

c. Major Dental Program - The Board shall continue to provide a major dental program equal to or exceeding the current plan (effective August, 2021) for members and eligible dependents. The Board shall contribute ninety percent (90%) of the premium and the Employee shall contribute ten percent (10%) of the premium through December 31, 2025. The Board shall contribute eighty-nine and one-half percent (89.5%) of the premium and the Employee shall contribute ten and one-half percent (10.5%) of the premium from January 1, 2026 through December 31, 2026. Commencing January 1, 2027 the Board shall contribute eighty-nine percent (89%) of the premium and the Employee shall contribute eleven percent (11%) of the premium.

d. Vision Service - The Board shall provide vision care insurance equal to or exceeding the current plan (August 2021). The Board shall contribute ninety percent (90%) of the premium and the Employee shall contribute ten percent (10%) of the premium through December 31, 2025. The Board shall contribute eighty-nine and one-half percent (89.5%) of the premium and the Employee shall contribute ten and one-half percent (10.5%) of the premium from January 1, 2026 through December 31, 2026. Commencing January 1, 2027 the Board shall contribute eighty-nine percent (89%) of the premium and the Employee shall contribute eleven percent (11%) of the premium.

The Summary of Benefits forms will be emailed to all members as they become available each year.

3. Members will have the option of using payroll deduction for supplemental insurance plans offered by companies other than those provided by the Board of Education, subject to the following restrictions:

a. A minimum of five (5) members must sign up and maintain payroll deduction;

b. The supplemental insurance plans cannot be a product already offered by Fidelity.

4. HEALTH INSURANCE PLAN OPT-OUT

a. Members who have carried the employer provided health care plan for a minimum of one (1) year may choose to opt out of the employer-provided health care plans and shall receive an annual payment for the opt-out as follows:

(1) Family Plan: Four thousand dollars ($4,000.00) to completely opt out of family insurance.

(2) Family Plan Conversion to Single Plan: Three thousand dollars ($3,000.00) to move from a family plan to a single plan.

(3) Single Plan: Two thousand dollars ($2,000.00) to completely opt out of single insurance.

(4) The opt-out will be paid in two (2) installments:

First Installment: End of December

Second Installment: End of June

(5) If an employee has a qualifying event (such as losing insurance elsewhere) and opts back into an employer-provided health care plan, the amounts will be prorated according to the percentage of months opted out.

(6) Members who resign, retire, take a leave of absence or otherwise leave the district will receive amounts prorated according to the percentage of months opted out.

(7) The percentage of months opted out will be determined by the number of full months the employee did not have the employer provided health care plan while employed.

b. If spouses both work for the District and both are insurance eligible, then they shall be covered under one (1) insurance family policy (Health, Dental, and Vision). A spouse not taking insurance is not eligible for the health insurance opt-out payment.

c. Retired members who are rehired by the district are not eligible for the health insurance opt-out payment.

H. ESTABLISHING CAREER-TECHNICAL MEMBERS ON SALARY SCHEDULE

1. Members holding an appropriate career-technical education license and a college degree shall be placed on the salary schedule according to years of experience (teaching and trade related) and amount of training (college courses).

2. Members holding a career-technical license or certificate without a college degree shall be placed on the salary schedule as follows:

   a. Five (5) years of experience in the appropriate field shall qualify the member for the level of bachelor's degree with no years of experience.

   b. Years of experience in the field in excess of the five (5) years apprenticeship level will be credited on the salary schedule on a two-to-one basis. [Two (2) years of work for one (1) year credit.]

   c. Military credit shall be granted on a one-to-one basis up to a maximum of five (5) years.

   d. Prior teaching experience shall be credited on a one-to-one basis, with a maximum of ten (10) years. One hundred twenty (120) days of teaching service in one (1) year shall be the minimum days for one (1) full year of experience on the salary schedule.

   e. There shall be a ten (10) year limit, including pro-rated previous work experience and military experience, for those members new to the system.

   f. Career-technical members, having completed the teacher education program as outlined by the Department of Education, Career-Technical and Adult Education and who qualify for a Career-Technical Workforce Development license, will be placed on the BA+15 level of the salary schedule, with experience credited as indicated above.

   g. Non-degreed Career Technical Teachers at the BA+15 column, who have obtained their Professional Teaching License (5-year) will move to the CT+30 column.

3. In unusual circumstances that require exceptions, the Superintendent is authorized to recommend such exceptions to the Board for approval. Such exceptions shall be limited to experience credit only.

I. PAYROLL DEDUCTIONS

1. Authorized payroll deductions would include the following:

   a. Membership dues for the United Education Profession (MLEA, NCOEA, OEA, and NEA)

   b. Contributions to the United Appeal

   c. Tax Sheltered Annuities

   d. Empire Affiliates Credit Union

e. Political Contributions

f. The OEA fund for Children and Public Education

g. Other deductions as may be mutually agreeable to the Board and the Association. Authorized deductions shall be forwarded to the appropriate recipient for such funds within three (3) business days of the deduction.

2. A written, signed authorization must be provided to the Treasurer of the Board to initiate a payroll deduction to any of the aforementioned organizations. Five (5) employees are required to initiate a deduction program per provider. The first deduction would be withheld from the earliest possible payroll but no later than the second payroll after proper authorization is received by the Treasurer.

3. An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) of the employee's choosing not later than 8:00 a.m. each pay date.

All employees shall be enrolled in electronic deposit at the bank/financial institution of their choice.

This benefit will be available at no cost to the employee. Employees shall be able to select and change bank(s)/financial institution(s) at their individual options.

J. LEARNING DISABILITY TUTORS

1. Learning Disability tutors shall be entitled to all benefits that are provided for other members of the bargaining unit in accordance with the provisions of this Contract and/or law.

2. The tutor's schedule shall be by a consistent arrangement and each tutor shall be entitled to planning and preparation time of forty-five (45) minutes per day on an individual basis. The workday shall be seven and one-half (7 1/2) hours inclusive of thirty (30) minutes duty free lunch.

3. All tutors employed by the Board shall be the holder of the teacher's certificate(s) that is/are required by the State Department of Education.

4. Effective August 1, 1993, learning Disability tutors shall be placed on the teachers' salary schedule that is provided for by this Contract. Such placement shall be initially based upon the individual's training (i.e., BA, BA+15, MA, etc.) and step 0 of the salary schedule. Thereafter, the movement on the schedule shall be on the same criteria as would be applied to other member(s). New hires for the 1993-94 school year and thereafter will be placed on the salary schedule in the same manner as has been described above.

K. MEMBER'S CHILDREN - TUITION FREE

A member(s) whose residence is not within the boundary of the Madison Local Schools shall have the right to enroll his/her child(ren) in the Madison Schools through open-enrollment with no obligation to pay a tuition fee.

The enrollment process will allow each member who is interested in enrolling his/her child(ren) to specify a first, second, and third choice of school buildings (where appropriate). The assignment of the child(ren) will be determined by availability of space, existing class size, etc.

ARTICLE X - ADULT EDUCATION

The aforesaid parties (the Board and the Association) to this Understanding do hereby agree that the purpose of this Understanding is to provide for the implementation of an Understanding (executed on 11/23/92) that the parties entered in regarding the inclusion of certain Adult Education Instructors into the Association's Bargaining Unit (see Assoc. Ex. A-21 attached) and the State Employment Relations Board's (SERB) approval of a jointly filed petition for clarification of the Bargaining Unit, Case Number 93-REP-04-68 (see Assoc. Ex. A-22 attached).

The parties further agree that such Adult Education Instructors shall be entitled to all wages, hours, and other terms and conditions of employment as are now or as may in the future be a part of the Collective Bargaining Agreement unless such wages, hours, or other terms or conditions of employment are expressly modified and/or clarified by this Understanding.

The parties agree that the following provisions of this Collective Bargaining Agreement will be interpreted (as indicated below) as such provisions would impact the Adult Education Instructors:

ARTICLE I Sections B (1) and B (2): Clarification of Bargaining Unit.

and

ARTICLE II Section A: Assistant Adult Education Director. Language for these three (3) Sections will depend upon the clarifications received from SERB. (see pages 26 and 27 of this Report)

ARTICLE III - EVALUATION AND CONTRACTS

D. CONTRACTS

3. The supplemental contract presently in effect in the Adult Education Department shall be continued in its present form.

E. REDUCTION IN FORCE

4. In the Adult Education program, reduction in force may occur because of low student enrollment. Notwithstanding the time limits of this Section, notification of reduction in force for Adult Education Instructors shall occur not later than two (2) weeks prior to the beginning of class, and actual layoff may occur any time thereafter.

K. RESIDENT EDUCATOR PROGRAM

The mentor for Adult Education Instructors shall be an Adult Education Instructor.

ARTICLE V - TEACHING CONDITIONS

A. PREPARATION TIME

This paragraph shall not apply to Adult Education Instructors. However, Adult Education Instructors in occupational-specific training shall be allowed one (1) hour of paid preparation time per scheduled workday.

B. CALENDAR

A calendar shall be developed annually for the Adult Education Administration, considering recommendations from the Adult Education Staff.

D. LUNCH PERIODS

This provision shall not apply to Adult Education Instructors.

E. PROFESSIONAL WORK CENTER

Each Adult Education Instructor shall have access to necessary supplies and equipment, computer, copy machine, and telephone.

F. PARENT-TEACHER CONFERENCES

This provision shall not apply to Adult Education Instructors. However, Adult Education Instructors may conduct student interim report conferences during his/her normal workday while students are in class.

O. TEACHER SUBSTITUTIONS

This provision shall not apply to Adult Education Instructors.

P. CLASS SIZE/MEMBER WORK LOAD

This provision shall not apply to Adult Education Instructors; however, the class size shall not exceed the capacity of the facilities, i.e., desks, work stations, equipment, etc.

Q. MEMBERS ASSIGNED TO HRO (HALLS, RESTROOMS, OTHER) DUTY

This provision shall not apply to Adult Education Instructors.

ARTICLE VI - LEAVE PROVISIONS

E. PERSONAL LEAVE

This provision shall not apply to Adult Education Instructors. However, each Adult Education Instructor member will be allowed the number of personal hours each school year that represents the hourly equivalent of the three (3) personal days allowed teachers, as determined by the ratio of that member's annual scheduled hours to the annual scheduled hours of a full-time teacher.

ARTICLE VIII - SCHOOL FACULTY COMMITTEE AND IN-SERVICE EDUCATION

A. SCHOOL FACULTY COMMITTEE

The Adult Education Program shall be considered a Department for the purposes of this part.

C. TUITION FOR ADULT EDUCATION

Adult Education Instructors will not be assessed a fee for taking Adult Education classes.

ARTICLE IX - SALARY AND FRINGE BENEFITS

1. All members shall be paid according to the index salary schedule and related provisions of this Article.

2. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.

3. Effective January 24, 2025 through July 31, 2025 the base rate shall be $25.26 per hour (3% base increase). Retroactive pay will be paid in a lump sum on May 10, 2025.

   Effective August 1, 2025 through July 31, 2026 the base rate shall be $25.77 per hour (2% base increase).

   Effective August 1, 2026 through July 31, 2027 the base rate shall be $26.29 per hour (2% base increase).

The hourly rate for each Step is as follows:

Step	Index	1/24/25	8/1/25	8/1/26
0	1.0000	25.26	25.77	26.29
1	1.0400	26.27	26.80	27.34
2	1.0800	27.28	27.83	28.39
3	1.1200	28.29	28.86	29.44
4	1.1600	29.30	29.89	30.50
5	1.2000	30.31	30.92	31.55
6	1.2400	31.32	31.95	32.60
7	1.2800	32.33	32.99	33.65
8	1.3200	33.34	34.02	34.70
9	1.3600	34.35	35.05	35.75
15	1.3700	34.61	35.30	36.02
20	1.3800	34.86	35.56	36.28
25	1.4200	35.87	36.59	37.33
27	1.4400	36.37	37.11	37.86

B. ADDITIONAL TIME WORKED

Adult Educational Instructors required to work beyond their contracted hours shall be paid at their hourly rate.

G. INSURANCE

Adult Education Instructors shall be offered the opportunity to purchase, on a self-paid basis, any or all of the Insurance Plans provided teachers. Within the required priorities and legal limits governing payroll deductions, premiums may be paid through payroll deductions if the member so desires. Any excess of the premium over the amount deducted shall be paid by the member directly to the Insurance Carrier. The Adult Career Center teachers will receive a One Thousand Dollar ($1,000.00) yearly stipend due to the fact that they do not receive insurance benefits.

J. LEARNING DISABILITY TUTORS

This Section should not apply, as there is no need for Learning Disability Tutors in the District's Adult Education Program.

K. MEMBER'S CHILDREN - TUITION FREE

This provision shall not apply to Adult Education Instructors unless the students qualify for open enrollment in accordance with Board policy.

All other provisions of the successor Collective Bargaining Agreement (effective 8/1/94) will remain unchanged and will apply to Adult Education Instructors in the same manner as they apply to other members of the Bargaining Unit.

ARTICLE XI - EFFECTS AND DURATION OF CONTRACT

A. EFFECTS OF CONTRACT

The terms and conditions of this Contract shall remain in full force and effect through July 31, 2027.

All terms and conditions of the current Contract (expiration date July 31, 2024) that were not made a subject of bargaining by either the Board or the Association shall automatically become a part of the new successor Contract.

B. COMPLIANCE WITH LAW

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

C. PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

D. AMENDMENT PROCEDURE

This Contract may be amended or provisions(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be 1) at the request of either the Board or the Association or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Sections C (7) and/or C (12).

E. SEVERABILITY

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

F. GENERAL COMMENTS

This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

G. TERM OF CONTRACT

Except as otherwise set forth, provisions of this Contract shall become effective following the ratification by both parties and the written execution thereof in accordance with Section A of this Article.

H. MANAGEMENT RIGHTS

The Board of Education retains all rights set forth in the Ohio Revised Code, Section 4117.08 (C).

IN WITNESS WHEREOF, the parties executed this Contract on the 20th day of May, 2025.

For the Madison Local Board of Education

By _____ Date 5-20-25

By _____ Date _____

For the Madison Local Education Association

By _____ Date 5-20-25

By _____ Date _____

Tue, 07/29/2025 11:43:36 AM SERB

SALARY INDEX
(Effective August 1, 2019)

Step	BA	BA+15/ 5YR	CT+30	MA	MA+15	MA+30
0	1.00000	1.03000	1.05500	1.08000	1.11000	1.14000
1	1.04000	1.08000	1.11000	1.14000	1.17000	1.20000
2	1.08000	1.13000	1.16500	1.20000	1.23000	1.26000
3	1.12000	1.18000	1.22000	1.26000	1.29000	1.32000
4	1.16000	1.23000	1.27500	1.32000	1.35000	1.38000
5	1.20000	1.28000	1.33000	1.38000	1.41000	1.44000
6	1.24000	1.33000	1.38500	1.44000	1.47000	1.50000
7	1.28000	1.38000	1.44000	1.50000	1.53000	1.56000
8	1.32000	1.43000	1.49500	1.56000	1.59000	1.62000
9	1.36000	1.48000	1.55000	1.62000	1.65000	1.68000
10	1.40000	1.53000	1.60500	1.68000	1.71000	1.74000
11	1.44000	1.58000	1.66000	1.74000	1.77000	1.80000
12	1.48000	1.63000	1.71500	1.80000	1.83000	1.86000
13	1.54000	1.70000	1.79000	1.88000	1.91000	1.94000
14	1.59000	1.75000	1.84000	1.93000	1.96000	1.99000
15	1.61000	1.77000	1.86000	1.95000	1.98000	2.01000
16	1.61000	1.77000	1.86000	1.95000	1.98000	2.01000
17	1.61000	1.77000	1.86000	1.95000	1.98000	2.01000
18	1.63000	1.79000	1.88000	1.97000	2.00000	2.03000
19	1.63000	1.79000	1.88000	1.97000	2.00000	2.03000
20	1.65000	1.81000	1.90000	1.99000	2.02000	2.05000
21	1.65000	1.81000	1.90000	1.99000	2.02000	2.05000
22	1.65000	1.81000	1.90000	1.99000	2.02000	2.05000
23	1.65000	1.81000	1.90000	1.99000	2.02000	2.05000
24	1.65000	1.81000	1.90000	1.99000	2.02000	2.05000
25	1.67000	1.83000	1.92000	2.01000	2.04000	2.07000
26	1.67000	1.83000	1.92000	2.01000	2.04000	2.07000
27	1.69000	1.85000	1.94000	2.03000	2.07000	2.10000
28	1.69000	1.85000	1.94000	2.03000	2.07000	2.10000
29	1.69000	1.85000	1.94000	2.03000	2.07000	2.10000
30	1.71000	1.87000	1.96000	2.05000	2.10000	2.13000

MADISON LOCAL SCHOOLS
2024 - 25 Certified Salary Schedule
August 1, 2024 – January 23, 2025

Step	BA	BA+15/5 YR	CT+30	MA	MA+15	MA+30
0	35,936	37,014	37,912	38,811	39,889	40,967
1	37,373	38,811	39,889	40,967	42,045	43,123
2	38,811	40,608	41,865	43,123	44,201	45,279
3	40,248	42,404	43,842	45,279	46,357	47,436
4	41,686	44,201	45,818	47,436	48,514	49,592
5	43,123	45,998	47,795	49,592	50,670	51,748
6	44,561	47,795	49,771	51,748	52,826	53,904
7	45,998	49,592	51,748	53,904	54,982	56,060
8	47,436	51,388	53,724	56,060	57,138	58,216
9	48,873	53,185	55,701	58,216	59,294	60,372
10	50,310	54,982	57,677	60,372	61,451	62,529
11	51,748	56,779	59,654	62,529	63,607	64,685
12	53,185	58,576	61,630	64,685	65,763	66,841
13	55,341	61,091	64,325	67,560	68,638	69,716
14	57,138	62,888	66,122	69,356	70,435	71,513
15	57,857	63,607	66,841	70,075	71,153	72,231
18	58,576	64,325	67,560	70,794	71,872	72,950
20	59,294	65,044	68,278	71,513	72,591	73,669
25	60,013	65,763	68,997	72,231	73,309	74,388
27	60,732	66,482	69,716	72,950	74,388	75,466
30	61,451	67,200	70,435	73,669	75,466	76,544

MADISON LOCAL SCHOOLS
2024 - 25 Certified Salary Schedule
January 24, 2025 – July 31, 2025

Step	BA	BA+15/5 YR	CT+30	MA	MA+15	MA+30
0	37,014	38,124	39,050	39,975	41,086	42,196
1	38,495	39,975	41,086	42,196	43,306	44,417
2	39,975	41,826	43,121	44,417	45,527	46,638
3	41,456	43,677	45,157	46,638	47,748	48,858
4	42,936	45,527	47,193	48,858	49,969	51,079
5	44,417	47,378	49,229	51,079	52,190	53,300
6	45,897	49,229	51,264	53,300	54,411	55,521
7	47,378	51,079	53,300	55,521	56,631	57,742
8	48,858	52,930	55,336	57,742	58,852	59,963
9	50,339	54,781	57,372	59,963	61,073	62,184
10	51,820	56,631	59,407	62,184	63,294	64,404
11	53,300	58,482	61,443	64,404	65,515	66,625
12	54,781	60,333	63,479	66,625	67,736	68,846
13	57,002	62,924	66,255	69,586	70,697	71,807
14	58,852	64,775	68,106	71,437	72,547	73,658
15	59,593	65,515	68,846	72,177	73,288	74,398
16	59,593	65,515	68,846	72,177	73,288	74,398
17	59,593	65,515	68,846	72,177	73,288	74,398
18	60,333	66,255	69,586	72,918	74,028	75,138
19	60,333	66,255	69,586	72,918	74,028	75,138
20	61,073	66,995	70,327	73,658	74,768	75,879
21	61,073	66,995	70,327	73,658	74,768	75,879
22	61,073	66,995	70,327	73,658	74,768	75,879
23	61,073	66,995	70,327	73,658	74,768	75,879
24	61,073	66,995	70,327	73,658	74,768	75,879
25	61,813	67,736	71,067	74,398	75,509	76,619
26	61,813	67,736	71,067	74,398	75,509	76,619
27	62,554	68,476	71,807	75,138	76,619	77,729
28	62,554	68,476	71,807	75,138	76,619	77,729
29	62,554	68,476	71,807	75,138	76,619	77,729
30	63,294	69,216	72,547	75,879	77,729	78,840

MADISON LOCAL SCHOOLS
2025 - 26 Certified Salary Schedule

Step	BA	BA+15	CT+30	MA	MA+15	MA+30
0	37,754	38,887	39,830	40,774	41,907	43,040
1	39,264	40,774	41,907	43,040	44,172	45,305
2	40,774	42,662	43,983	45,305	46,437	47,570
3	42,284	44,550	46,060	47,570	48,703	49,835
4	43,795	46,437	48,136	49,835	50,968	52,101
5	45,305	48,325	50,213	52,101	53,233	54,366
6	46,815	50,213	52,289	54,366	55,498	56,631
7	48,325	52,101	54,366	56,631	57,764	58,896
8	49,835	53,988	56,442	58,896	60,029	61,161
9	51,345	55,876	58,519	61,161	62,294	63,427
10	52,856	57,764	60,595	63,427	64,559	65,692
11	54,366	59,651	62,672	65,692	66,825	67,957
12	55,876	61,539	64,748	67,957	69,090	70,222
13	58,141	64,182	67,580	70,978	72,110	73,243
14	60,029	66,070	69,467	72,865	73,998	75,130
15	60,784	66,825	70,222	73,620	74,753	75,886
16	60,784	66,825	70,222	73,620	74,753	75,886
17	60,784	66,825	70,222	73,620	74,753	75,886
18	61,539	67,580	70,978	74,375	75,508	76,641
19	61,539	67,580	70,978	74,375	75,508	76,641
20	62,294	68,335	71,733	75,130	76,263	77,396
21	62,294	68,335	71,733	75,130	76,263	77,396
22	62,294	68,335	71,733	75,130	76,263	77,396
23	62,294	68,335	71,733	75,130	76,263	77,396
24	62,294	68,335	71,733	75,130	76,263	77,396
25	63,049	69,090	72,488	75,886	77,018	78,151
26	63,049	69,090	72,488	75,886	77,018	78,151
27	63,804	69,845	73,243	76,641	78,151	79,283
28	63,804	69,845	73,243	76,641	78,151	79,283
29	63,804	69,845	73,243	76,641	78,151	79,283
30	64,559	70,600	73,998	77,396	79,283	80,416

MADISON LOCAL SCHOOLS
2026 - 27 Certified Salary Schedule

Step	BA	BA+15	CT+30	MA	MA+15	MA+30
0	38,509	39,664	40,627	41,590	42,745	43,900
1	40,049	41,590	42,745	43,900	45,056	46,211
2	41,590	43,515	44,863	46,211	47,366	48,521
3	43,130	45,441	46,981	48,521	49,677	50,832
4	44,670	47,366	49,099	50,832	51,987	53,142
5	46,211	49,292	51,217	53,142	54,298	55,453
6	47,751	51,217	53,335	55,453	56,608	57,764
7	49,292	53,142	55,453	57,764	58,919	60,074
8	50,832	55,068	57,571	60,074	61,229	62,385
9	52,372	56,993	59,689	62,385	63,540	64,695
10	53,913	58,919	61,807	64,695	65,850	67,006
11	55,453	60,844	63,925	67,006	68,161	69,316
12	56,993	62,770	66,043	69,316	70,471	71,627
13	59,304	65,465	68,931	72,397	73,552	74,707
14	61,229	67,391	70,857	74,322	75,478	76,633
15	61,999	68,161	71,627	75,093	76,248	77,403
16	61,999	68,161	71,627	75,093	76,248	77,403
17	61,999	68,161	71,627	75,093	76,248	77,403
18	62,770	68,931	72,397	75,863	77,018	78,173
19	62,770	68,931	72,397	75,863	77,018	78,173
20	63,540	69,701	73,167	76,633	77,788	78,943
21	63,540	69,701	73,167	76,633	77,788	78,943
22	63,540	69,701	73,167	76,633	77,788	78,943
23	63,540	69,701	73,167	76,633	77,788	78,943
24	63,540	69,701	73,167	76,633	77,788	78,943
25	64,310	70,471	73,937	77,403	78,558	79,714
26	64,310	70,471	73,937	77,403	78,558	79,714
27	65,080	71,242	74,707	78,173	79,714	80,869
28	65,080	71,242	74,707	78,173	79,714	80,869
29	65,080	71,242	74,707	78,173	79,714	80,869
30	65,850	72,012	75,478	78,943	80,869	82,024

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

REQUEST FOR VOLUNTARY TRANSFER

NAME_____DATE_____

Current Position: (List grade, subject, and building)

Position Sought: (List grade, subject, and building)

****

Superintendent's Response:

_____ _____
Superintendent Date

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

ASSAULT LEAVE

NAME_____DATE _____

SCHOOL OR DEPARTMENT _____

Assault leave has been taken in accordance with ORC 3319.143 and Article VI, Section F, of the Agreement between the Madison Local Board of Education and the Madison Local Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ on
time
_____, 20_____ and ending at _____ on
Month Day time

_____, 20_____
Month Day

Medical attention _____ required.
was/was not

If medical attention was obtained and the physician certifies more than three (3) days' leave is necessary, the following information must be stated:

Name of Physician _____

Office Address _____

_____

A certificate from the physician may be required in accordance with Article VI, Section F.

_____ _____
Member's Signature Date

_____ _____
Principal Date

_____ _____
Superintendent or Designee Date

FOR REFERENCE ONLY (DO NOT USE)--IMPLEMENTED IN KIOSK

MADISON LOCAL SCHOOLS

Request to Attend a Professional Meeting

Date _____

Name _____ Social Security # _____

Requests permission to attend

_____

at _____ _____
place of meeting date(s) of meeting

Expenses connected with meeting? yes no	____ mileage ____ lodging (please specify dates) _____ ____ food/meals _____
Is substitute required? yes no	____ substitute teacher ____ other? _____ _____

√ Please attach any registration forms or meeting notice which will aid in processing.

Please briefly indicate below the relationship between this professional development activity and the applicant's professional development plan (IPDP), the District Continuous Improvement Plan (CIP), and/or the school's School Improvement Plan (SIP).

_____
_____
_____

Expense Fund _____

_____ Signature of Applicant	_____ Signature of Principal
_____ Position	_____ School

This request must be submitted to the office of the Superintendent at least two (2) weeks before date of meeting. Notification of the approval of this request will be returned to the applicant.

□ Approved Date _____

□ Not Approved (state reason)

_____
_____
_____ _____
_____ Superintendent

FOR REFERENCE ONLY (DO NOT USE)--IMPLEMENTED IN KIOSK

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

PERSONAL LEAVE REQUEST/VERIFICATION

DATE _____

_____requests personal leave on _____.
NAME OF MEMBER

Signature of Member _____

Received by _____ DATE _____
(PRINCIPAL OR SUPERVISOR)

I certify that personal leave used on _____
Date or Dates

has been taken in compliance with all provisions of law and of the Contract between the Madison Local Education Association and the Madison Local Board of Education.

Signature of Member _____Date _____

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

NAME _____ DATE _____

BUILDING AND DEPARTMENT/GRADE _____

In compliance with Article IV, Section A, of the Contract between the Madison Local Board of Education, you are hereby notified that your assignment for the _____ school year is as follows: _____.
subject, period, and/or grade level

If the aforementioned assignment is different than your assignment for the past school year, such change is in accordance with Article IV, Section C (Transfer Procedure) of the Contract between the Board and the Association.

Superintendent _____

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

REQUEST FOR SEVERANCE PAYMENT

NAME_____ DATE _____

BUILDING OR DEPARTMENT _____

I hereby certify that my employment with the Madison Local Schools was terminated effective

_____.
Month Day Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under Article IX, Section E of the Contract between the Board and the Association.

Severance pay will be granted for all of the staff member's accumulated unused sick leave to a maximum of one-fourth (1/4) of the accumulated sick leave up to three hundred twenty (320) days. Severance pay will be the per diem rate of the eligible staff member and shall be payable upon the member's having fulfilled the requirements of this Section, or, at the option of the member, during January of the following calendar year.

I request payment immediately _____.

I request payment during January of next year _____.

Signature of Employee _____ Date _____

Signature of Treasurer _____ Date _____
for the Board of Education

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

GRIEVANCE REPORT FORM
(To be filed in triplicate)

Grievance #_____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

LEVEL TWO
(Submitted to Building Principal/Immediate Supervisor)

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance:

2. Relief Sought:

C. _____ _____
Signature of Aggrieved Date

D. Disposition by Principal/Immediate Supervisor:

_____ _____
Signature of Principal/Immediate Supervisor Date

LEVEL THREE
(Submitted to Superintendent)

A. Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

B. Disposition by Superintendent:

_____ _____
Signature of Superintendent Date

LEVEL FOUR
(Submitted to Board of Education)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition of the Board of Education

Signature of the Board of Education _____ Date _____

LEVEL FIVE
(Submitted to Arbitrator)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition of the Arbitrator:

Signature of Arbitrator _____ Date _____

FOR REFERENCE ONLY (DO NOT USE)--IMPLEMENTED IN KIOSK

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

NOTIFICATION FOR USE OF SICK LEAVE

NAME_____ DATE _____

SCHOOL_____NUMBER OF SICK LEAVE DAYS USED _____

I hereby certify that sick leave used for the period beginning _____ a.m. p.m.
Month Day Year

and ending _____ a.m. p.m.
Month Day Year

is justified for the following reason(s):

Check the reason(s) requested for use of sick leave:

_____ 1. Personal illness (includes emergency dental and medical appointment[s])
_____ 2. Injury
_____ 3. Exposure to contagious disease which could be communicated to others
_____ 4. Reason concerned with immediate family
A. Illness _____ B. Injury _____ C. Death _____
_____ 5. Disability due to pregnancy

I hereby verify that sick leave was taken for reason(s) checked.

_____ _____
Signature of Member Signature of Principal

_____
Name of Substitute

To be submitted during the first workday after the conclusion of the use of sick leave.

To be completed when medical attention is required.

_____ _____
Name of Attending Physician Date(s) consulted

_____
Address of the Physician

_____ _____
Superintendent Date

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

APPLICATION FOR LEAVE OF ABSENCE

NAME_____ DATE _____

SCHOOL OR DEPARTMENT _____

I hereby request a leave of absence without pay beginning

_____ ending _____
Month Day Year Month Day Year

for the reason checked below:

_____ Illness* _____ Maternity/Paternity/Adoption*

_____ Other Disability* _____ Other (Please Specify)

The applicant is advised to examine and comply with applicable provision of the Negotiated Agreement before submitting such application.

Other required information:

_____

_____

_____

*Without pay (insurance continues by submitting premium to Treasurer)

_____
Applicant's Signature

_____Approved _____Disapproved _____
Superintendent
(Per Board of Education Resolution)

Board Resolution Number _____

Madison Local School District - Mansfield, Ohio 44905
Evaluation Forms

General Information

A Board of Education wishing to non-renew the limited contract or extended limited contract of a teacher must evaluate the teacher in accordance with Ohio State Law and the Collective Bargaining Agreement.

Ohio Revised Code: ORC § 3319.1
Madison Collective Bargaining Agreement: See Article III-Evaluations and Contracts

Summary of Evaluation Pages

Page 1:	Pre-Observation Conference:	To be completed by both teacher and principal.
Page 2-3:	Teacher Evaluation Form:	To be completed by the Administrator at the actual observation of the teacher. The observation will be followed within five (5) school days by the evaluation summary conference.
Page 4:	Post-Observation Summary:	To be completed by the teacher after the classroom observation and brought to the final evaluation summary conference with the Administrator.
Page 5:	Evaluation Summary:	To be completed by the Administrator prior to the final conference.

- Observed deficiencies, if any, by the Administrator need to be identified at this point.
- When deficiencies are identified that may result in non-renewal of contract, the evaluator shall provide the teacher with clear details that identifies each deficiency and clearly specifies a program that is designed to eliminate such deficiencies.
- Progress needs to be specified of past identified deficiencies.
- Contractual recommendations need to be made by the Administrator.
- Space is provided for optional comments by the teacher.
- Members will be given an opportunity to correct deficiencies noted during the evaluation. No further evaluation will be completed during the next thirty (30) calendar days.

Madison Local School District – Mansfield, Ohio 44905
Pre-Observation Conference

Teacher: _____ School: _____

Grade/Class: _____ Date: _____ Time: _____

Principal: _____

Documentation: ___ Lesson Plan Attached ___ Sample communication with a parent

1. Class Description:

2. Lesson Goals
   a. What student learning do you want to take place?

   b. Special needs of students related to your goals?

   c. Do these goals support the District's curriculum?

3. Methods: What will you do? What will the students do?

4. Problems/concerns you may encounter with this lesson?

5. Materials/resources you plan to use?

6. How will you assess the success/failure of this lesson?

Madison Local School District - Mansfield, Ohio 44905
Teacher Evaluation

Teacher: _____ School: _____

Grade/Class: _____ Date: _____ Time: _____

Principal: _____

			4	3	2	1
A	**ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING**					
	A1	**Demonstrating Knowledge of Content**				
		Knowledge of Content	☐	☐	☐	☐
		Knowledge of Prerequisite Relationships	☐	☐	☐	☐
	A2	**Demonstrating Knowledge of Students' Backgrounds and Experiences**				
		Knowledge of Characteristics of Age Group	☐	☐	☐	☐
		Knowledge of Students' Varied Approaches to Learning	☐	☐	☐	☐
		Understanding of Students' Skills and Knowledge	☐	☐	☐	☐
		Knowledge of Students' Interests and Cultural Heritage	☐	☐	☐	☐
	A3	**Selecting Clear and Appropriate Instructional Goals**				
		Value	☐	☐	☐	☐
		Clarity	☐	☐	☐	☐
	A4	**Developing Effective Instruction Linking the Content that was Learned Previously, the Current Content, and the Content that Remains to be Learned**				
		Learning Activities	☐	☐	☐	☐
		Instructional Materials and Resources	☐	☐	☐	☐
	A5	**Creating or Selecting Appropriate Evaluation Strategies**				
		Matches Instructional Goals	☐	☐	☐	☐
		Useful for Future Planning	☐	☐	☐	☐
B	**CREATING AN ENVIRONMENT FOR STUDENT LEARNING**					
	B1	**Creating an Environment of Respect, Rapport, and Fairness**				
		Teacher Rapport with Students	☐	☐	☐	☐
		Student Interaction	☐	☐	☐	☐
	B2	**Communicating Appropriate Learning Expectations To Each Student**				
		Interest and Enthusiasm for Content	☐	☐	☐	☐
		Expectations for Learning and Achievement	☐	☐	☐	☐
	B3	**Establishing and Maintaining Consistent Standards of Classroom Behavior**				
		Expectations	☐	☐	☐	☐
		Monitoring of Student Behavior	☐	☐	☐	☐
		Response to Student Behavior	☐	☐	☐	☐
	B4	**Making the Physical Environment Safe, Accessible, and Conducive to Learning**				
		Safety	☐	☐	☐	☐
		Accessibility to Learning	☐	☐	☐	☐

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

			4	3	2	1
C	**TEACHING FOR STUDENT LEARNING**					
	C1	**Communicating Clearly and Accurately**				
		Directions and Procedures	☐	☐	☐	☐
	C2	**Engaging Students in Learning**				
		Making Content Comprehensible	☐	☐	☐	☐
		Activities and Assignments	☐	☐	☐	☐
		Instructional Groups (whole/small group)	☐	☐	☐	☐
		Instructional Materials and Resources	☐	☐	☐	☐
	C3	**Using Questioning and Discussion Techniques**				
		Questioning and Discussion Techniques	☐	☐	☐	☐
		Response Time	☐	☐	☐	☐
	C4	**Monitoring Student Understanding and Provide Feedback**				
		Monitoring Student Understanding	☐	☐	☐	☐
		Feedback	☐	☐	☐	☐
	C5	**Demonstrating Responsiveness to Student Needs**				
		Flexibility	☐	☐	☐	☐
		Student Questions/Interests	☐	☐	☐	☐
	C6	**Using Instructional Time Effectively**				
		Optimizing Instructional Time	☐	☐	☐	☐
		Structure and Pacing	☐	☐	☐	☐
D	**TEACHER PROFESSIONALISM**					
	D1	**Maintaining Accurate Records**				
		Student Completion of Assignments	☐	☐	☐	☐
		Student Progress in Learning	☐	☐	☐	☐
		Accurate and Timely Completion of Forms and Reports	☐	☐	☐	☐
	D2	**Communicating With Families**				
		Information about the Instructional Program	☐	☐	☐	☐
	D3	**Adhering To Policies and Procedures**				
		District	☐	☐	☐	☐
		Building/School	☐	☐	☐	☐
	D4	**Growing and Developing Professionally**				
		Enhances Content Knowledge and Pedagogical Skill	☐	☐	☐	☐
		Service to the Profession	☐	☐	☐	☐
	D5	**Utilizing Effective Interpersonal Skills**				
		Relationships with Students	☐	☐	☐	☐
		Collaborates with Colleagues and Administrators	☐	☐	☐	☐
		Relationships with Colleagues and Administrators	☐	☐	☐	☐

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Madison Local School District - Mansfield, Ohio 44905
Post-Observation Teacher Summary

1. To what extent did students learn what you intended? How do you know?

2. How effective were your teaching methods, activities, and/or instructional materials?

3. How will you use the information from the evaluation to plan future instruction?

4. If you were to teach this class again to the same students, what would you do the same or differently?

Madison Local School District - Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Deficiencies:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Teacher
Comments:

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Position: _____ Date: _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Alternative Program Instructor

Reports to: High School Principal

Description: Responsible for the management of the Alternative Program classroom; assists and supports at-risk students on their path to graduation; and serves as a resource for the students and their parents/guardians.

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions:

_____ Ensures safety of students
_____ Ensures that Alternative Program students remain isolated from the rest of the school population
_____ Maintains accurate and complete attendance, grade, and course completion records as required
_____ Provides an educational environment that is structured and conducive to learning
_____ Provides guidance to students to promote their educational development
_____ Attends parent/teacher conferences
_____ Collaborates with colleagues
_____ Takes necessary and reasonable precautions to protect equipment, materials, and facilities
_____ Consults with the Guidance Office regarding individual student course selection
_____ Enrolls and orients students to the Alternative Program
_____ Provides referrals to community agencies for students with special needs
_____ Provides the Guidance Office with quarterly updates of grades, courses completed, etc.
_____ Provides parents/guardians with progress updates
_____ Assists the administration in developing, updating, and implementing all procedures and rules governing the Alternative Program
_____ Provides counseling that will lead each student to increased personal growth, self-understanding, and maturity
_____ Maintains respect at all times for confidential information
_____ Attends meetings and in-services as required per negotiated agreement
_____ Refers students suspected of learning difficulties to the intervention assistance team
_____ Remains current with the scope and sequence of the instructional program
_____ Observes ethics of the teaching profession

Comments:

Other Duties and Responsibilities:

_____ Promotes good public relations
_____ Serves as a role model for students
_____ Responds to routine questions and requests in a timely, appropriate manner
_____ Establishes and maintains cooperative professional relationships
_____ Writes IEPs and participates in IEP meetings for Alternative Program students with disabilities
_____ Maintains and improves professional competence by attending professional seminars, workshops, etc. to keep current on relevant issues
_____ Counsels, advises, encourages, and motivates students
_____ Performs other duties as assigned by the Building Principal or designee

Comments:

Required Knowledge, Skills, and Abilities:

_____ Ability to work effectively with others
_____ Ability to communicate ideas and directives clearly and effectively, both orally and in writing
_____ Effective, active listening skills
_____ Organizational and problem-solving skills
_____ Knowledge of school curriculum
_____ Basic computer/word processing skills

Comments:

Equipment Operated:

_____ Computer
_____ Printer
_____ Telephone system
_____ Fax machine
_____ Copy machine

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Attendance Officer

Reports to: Building Principal

Description: Monitors student attendance and provides guidance and discipline to students who fail to maintain a positive record of attendance.

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions:
_____ Ensures safety of students
_____ Works well with students individually
_____ Promotes positive social relationships between students
_____ Maintains accurate attendance records
_____ Utilizes tact and diplomacy in communications
_____ Interacts in a positive manner with staff, students, and parents
_____ Promotes positive public relations through personal appearance, attitude, and conversation
_____ Attends meetings and in-services as required
_____ Follows policies, rules, and procedures of the Board of Education and the Building Principal
_____ Acts as liaison with juvenile court system regarding student attendance issues
_____ Maintains respect for confidential information at all times
_____ Assists with residency issues for admissions and withdrawals

Comments:

Other Duties and Responsibilities:
_____ Serves as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings
_____ By example, instills in students the belief in and practice of ethical principles and democratic values
_____ Makes school-related telephone calls for attendance
_____ Performs correspondence, including reports and such other correspondence as may be required
_____ Responds to routine questions and requests in an appropriate manner
_____ Performs other duties as assigned by the Principal

Comments:

Required Knowledge, Skills, and Abilities:

_____ Ability to work effectively with others
_____ Ability to communicate ideas and directives clearly and effectively, both orally and in writing
_____ Effective, active listening skills
_____ Organizational and problem-solving skills
_____ Basic computer and keyboarding skills
_____ Ability to be flexible and adaptable to changing situations
_____ Knowledge and skill in reducing student absenteeism
_____ Excellent motivational skills
_____ Student management skills

Comments:

Equipment Operated:

_____ Computer
_____ Copy Machine
_____ Printer
_____ Telephone
_____ Fax Machine

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Career Connections Counselor

Reports to: Director of CTE

Description: Responsible for providing effective career counseling and support that enables students to gain knowledge, acquire skills, and develop a sense of direction with their desired career pathway. Also responsible for the implementation of the career counseling program that promotes positive self-concept development in students, cultivates interpersonal and academic skills, and promotes positive social, behavioral and interactional skills while exploring aptitude personality traits associated with Career-Technical and college offerings.

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions:

_____ Implementation of the career counseling program
_____ Provides evidence of planning for implementation of the career counseling program
_____ Provides individual and small group career counseling to promote student learning and career development
_____ Conducts individual, large group, and/or classroom sessions focusing on career planning and educational options for desired careers
_____ Collaborates effectively with administrators, teachers, students, parents, and the community
_____ Ensures safety of students
_____ Maintains accurate and complete records required for assisting students in grades 9-12 on career awareness, Ohio Means Jobs Readiness Seals, industry-recognized credentials, and Articulated/CTAG credits
_____ Maintains organization, control of student behavior and discipline, and a positive learning environment
_____ Provides guidance to students on such issues as career and educational planning, scholarship search, and community employment offerings
_____ Provides programs and support to assist students and parents at points of educational transition
_____ Develops and maintains positive school-community relationships and timely communications
_____ Takes necessary and reasonable precautions to protect equipment, materials, and facilities
_____ Consults with the Counselors' Office to facilitate class scheduling for CTE students
_____ Works with Student Services staff to promote instructional services and support for students with special needs in accordance with their IEPs and/or other District-authorized accommodation plans
_____ Assists the administration in developing, updating, and implementing all procedures and rules governing the Career Advising process
_____ Provides counseling that will lead each student to increased personal growth, self-understanding, maturity, and career awareness
_____ Maintains respect at all times for confidential information
_____ Consults with District staff regarding student referrals, intervention strategies, student progress, school programs, and related issues
_____ Remains current with the scope and sequence of the instructional program
_____ Observes ethics of the teaching profession

Comments:

Other Duties and Responsibilities:

_____ Promotes good public relations
_____ Serves as a role model for students
_____ Responds to routine questions and requests in a timely, appropriate manner
_____ Establishes and maintains cooperative professional relationships
_____ Maintains and improves professional competence and keeps current on relevant issues by attending professional development events
_____ Uses technology resources in accordance with District policies and administrative guidelines and the provisions of state and federal law
_____ Meets the professional expectations of attendance, suitable attire and decorum, participation in school and District meetings/functions, and support of District initiatives
_____ Performs other duties as assigned by the Career-Technical Director or designee

Comments:

Required Knowledge, Skills, and Abilities:

_____ Ability to work effectively with others
_____ Ability to present information to individuals and small and large groups in a clear and compelling manner
_____ Ability to interact well with others, but also able to work independently
_____ Ability to plan ahead, yet remain flexible enough to adapt to new situations or react to emergencies
_____ Ability to access appropriate areas of school District property and facilities
_____ Organizational and problem-solving skills
_____ Basic computer/word processing skills

Comments:

Equipment Operated:
_____ Computer
_____ Printer
_____ Telephone system
_____ Fax machine
_____ Copy machine

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Library/Media Specialist

Reports to: Building Principal

Description: Provide direction and assistance to patrons on the use of the District's library/media resources

NOTE: The below lists are not ranked in order of importance

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions:

_____ Assists school staff with questions and acquisitions
_____ Attends meetings and in-services as required
_____ Distributes media to faculty
_____ Ensures safety of students
_____ Evaluates and selects equipment and materials for purchase
_____ Instructs students in basic library skills, computer databases
_____ Interacts in a positive manner with staff, students, and parents
_____ Keeps accurate records of overdue materials
_____ Maintains high expectations for both staff and students utilizing the media center
_____ Maintains overall supervision of system for classifying and cataloging all media in the media center
_____ Maintains proper order of media center collection
_____ Maintains respect at all times for confidential information
_____ Makes contact with the public with tact and diplomacy
_____ Prepares and maintains bulletin board displays
_____ Promotes good public relations through personal appearance, attitude, and conversation
_____ Promotes an atmosphere in the media center that is conducive to learning
_____ Provides library in-services
_____ Repairs damaged library materials
_____ Responds to routine questions and requests in an appropriate manner
_____ Serves as a role model for students
_____ Supervises students in the media center
_____ Performs other duties as assigned by the Principal

Comments:

Required Knowledge, Skills, and Abilities:

_____ Ability and willingness to work with and make modifications for all students, including special needs students
_____ Ability to communicate ideas and directives clearly and effectively both orally and in writing
_____ Ability to operate and maintain library equipment
_____ Ability to work effectively with others
_____ Effective, active listening skills
_____ Knowledge of general and specialized reference materials
_____ Knowledge of library science and applications
_____ Organizational and problem-solving skills

Comments:

Equipment Operated:

_____ Computer/printer
_____ Copy machine
_____ Fax machine
_____ Interactive White Board
_____ Projector
_____ Scanner
_____ Television/VCR
_____ Various other audio, video and computer technology and equipment

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Speech-Language Pathologist

Reports to: Principal/Designee and Student Services Director

Description: Responsible for the identification and treatment of student communication impairments and provides services and support that enable students to gain knowledge, acquire skills, and develop positive learning behaviors.

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions:

_____ Ensures safety of students
_____ Provides an educational environment that is structured and conducive to learning
_____ Observes ethics of the teaching profession
_____ Implements the District's philosophy of education and instructional program in accordance with District policies and administrative guidelines, Operating Standards for Ohio Schools, and the provisions of State and Federal law
_____ Responds to referrals in a timely manner, conducts assessments, analyzes results and writes reports, determining strengths and areas of concern in speech/articulation, voice, fluency, language, pragmatics and oral motor skills
_____ Completes Medicaid billing requirements per District request
_____ Communicates and collaborates effectively and in a positive manner with stakeholders, providing consultation to teachers and families regarding the communication needs of a student in order to reduce the impact of the impairment on the academic performance of the child
_____ Works in conjunction with Student Services staff to promote instructional services and support for students in accordance with individualized education plans (IEPs) and/or other District-authorized accommodation plans
_____ Respects the diversity of students' culture, language skills, and experiences
_____ Motivates students to work productively
_____ When indicated, develops treatment plans (IEPs, 504 Plans) that are based on the child's strengths as well as areas of concern and provides high quality direct speech/language services according to that plan
_____ Schedules ETR/IEP meetings for students categorized as Speech/Language Impaired, inviting parents, teachers, related services and the building and/or District representative
_____ Participates in Evaluation Team meetings, IEP meetings and Transition meetings, providing information regarding eligibility, development of the IEP, consultation service, and service delivery models
_____ Participates on the Intervention Assistance Team to assist in developing plans for at-risk students and provides interventions and consultations as needed
_____ Maintains records as required by law, District policy, and administrative guidelines, including treatment notes and progress notes, and reports progress to parents/legal guardian in a timely manner
_____ Oversees the training and use of assistive technology for students using Augmentative and Alternative Communication devices
_____ Remains current concerning instructional and technological advances and other matters concerning the field of speech/language therapy by attending professional workshops and conferences
_____ Provides in-service training to other professionals and paraprofessionals as needed
_____ Provides for individual needs of students and engages in support, intervention, and remediation efforts
_____ Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities
_____ Maintains organization, control of student behavior and discipline, and a positive learning environment
_____ Complies with Federal and state model policies and procedures for the education of students with disabilities, completes all required reports and record keeping in accordance with timelines and deadlines, maintains confidentiality, and reports to child protective services as mandated
_____ Meets the professional expectations of attendance, suitable attire and decorum, participation in school and District meetings/functions, and support of District initiatives
_____ Responds to specific requests from the Principal on matters affecting the program and building operation

Comments:

Other Duties and Responsibilities:

_____ Serves as a role model for students
_____ Responds to routine questions and requests in a timely, appropriate manner
_____ Establishes and maintains cooperative professional relationships
_____ Writes IEPs and participates in IEP meetings
_____ Keeps up-to-date and knowledgeable of educational issues and instruction-related matters
_____ Performs other duties as assigned by the Building Principal, designee, or Student Services Director

Comments:

Required Knowledge, Skills, and Abilities:

_____ Ability to work well with others
_____ Ability to communicate ideas and directives clearly and effectively, both orally and in writing
_____ Ability to interact well with other people, but also able to work independently
_____ Ability to plan ahead, yet remain flexible enough to adapt to new situations or react to emergencies
_____ Organizational and problem-solving skills
_____ Ability to access classroom, office, and appropriate areas of school and District property and facilities
_____ Basic computer/word processing skills

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOLS'
JOB EVALUATION FORM

Position: Supervising Teacher--Online Academy

Reports to: Principal

Description: Responsible for the management and oversight of the online instructional program for assigned students enrolled in the Madison Online Academy.

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Essential Functions, Duties, and Responsibilities:

_____ Works well with students, their families, and school staff in a positive, proactive manner
_____ Articulates deadlines, schedules, and procedures to students and parents to ensure that students make educational gains and complete coursework in a timely manner
_____ Communicates effectively, both orally and in writing, with students, their families, and other professionals
_____ Provides direct guidance to students and their families on matters relating to courses, procedures, and learning strategies
_____ Evaluates student performance on a regular basis and provides timely feedback to students and their families
_____ Maintains an online presence in the course and logs in daily to monitor student progress
_____ Meets program expectations for progress monitoring and student/family communication
_____ Maintains accurate, up-to-date records
_____ Organizes, prioritizes, and carries out duties efficiently
_____ Assists students and parents with basic technical support requests relating to the course interface and student information systems
_____ Uses technology and software applications, as appropriate, to complete instructional and administrative tasks
_____ Ensures that student growth and achievement is continuous and appropriate for age group, subject area, and/or program classification
_____ Maintains up-to-date records of student/family communications
_____ Proactively tracks student progress and attendance, and refers students who are not complying with course or program policies to the appropriate personnel for interventions
_____ Alerts the building principal when a student and/or a parent fails to respond to school communication attempts
_____ Conducts scheduled conferences on an as needed basis with parents/families to assess student progress, learning styles, and any other academic, social, or developmental issues
_____ Collaborates with the instructional team as requested concerning student educational needs
_____ Completes and submits reports in a timely manner
_____ Demonstrates an understanding of the curriculum
_____ Demonstrates operational knowledge of internet and web-related technologies
_____ Participates in teacher training and professional development to strengthen knowledge and skills with respect to supporting online instruction
_____ Collaborates with the school counselor and parents/guardians of students with 504 plans to determine best practices for their online learning
_____ Tracks the distribution and collection of materials and technology equipment
_____ Performs other duties as assigned by the principal/designee

Comments:

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Strengths:

Observed Areas of Improvement:

Progress in Correcting Previously Identified Areas of Improvement:

Comments/Recommendations:

To Be Completed By Member

Comments:

Member Signature _____ Date _____

Evaluator Signature_____ Position _____ Date _____

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

MADISON LOCAL SCHOOL DISTRICT
MANSFIELD, OHIO

APPLICATION FOR FAMILY AND MEDICAL LEAVE

NAME_____ DATE_____

BUILDING OR DEPARTMENT_____

I hereby request a leave of absence for the following reasons:

___ Personal Illness

___ Illness of child, parent, or spouse

___ Care of newborn child

___ Care of newly adopted or place foster child

for the following time period:

from _____ until _____

I realize that this leave is with or without pay, but that I will be provided with the same medical, dental, and life insurance had I continued to work provided I pay to the District Treasurer by no later than the first day of each calendar month during the leave my share of the insurance premium.

This leave is subject to all terms and conditions of Article VI, Section I of this Agreement.

___ # of days using sick leave with pay

___ # of days without pay

_____Approved _____
_____Disapproved Signature

Date _____ _____
Superintendent

MADISON LOCAL SCHOOL DISTRICT
MANSFIELD, OHIO

APPLICATION FOR MEDICAL REIMBURSMENT INSIDE THE 20 MILE RADIUS

NAME_____ DATE_____

BUILDING OR DEPARTMENT_____

I hereby request medical reimbursement for a doctor's visit for a non-PPO doctor in the 20 mile radius from the 44905 zip code.

The following is attached:

___ A copy of the doctor's bill

___ A copy of the Medical Mutual EOB

___ The printed Medical Mutual form from the Internet with the 44905 zip code used to find approved providers.

I realize that the only way I will be reimbursed is if there is not a Medical Mutual approved provider within the 20 mile radius.

This reimbursement is subject to all terms and conditions of Article IX, Section G of this Agreement.

Date _____ _____
Employee

Date _____ _____
Treasurer

MADISON LOCAL SCHOOLS

**COMPENSATION FOR WORK COMPLETED
OUTSIDE CONTRACTUAL WORKDAY**

NAME: _____

SCHOOL: _____

DAY OF WEEK	DATE	WORK PERFORMED OUTSIDE CONTRACTUAL WORKDAY	HOURS	MIN
MON				
TUES				
WED				
THUR				
FRI				

Total min _____ @ BA Step 0 divided by 184, divided by 7.5, divided by 60 to determine minute rate = _____

_____ _____

Signature of teacher requesting payment **Date**

_____ _____

Signature of Principal **Date**

_____ _____

Signature of Superintendent **Date**

TEACHER SUBSTITUTIONS FORM
DURING PREPARATION/PLANNING TIME
APPENDIX O-2

MADISON LOCAL SCHOOLS

Teacher Substitutions

NAME: _____

SCHOOL: _____

DAY OF WEEK	DATE	TEACHER FOR WHOM SUBSTITUTING OR DUTY PERFORMED	HOURS	MIN
MON				
TUES				
WED				
THUR				
FRI				

Total min _____ @ BA Step 0 divided by 184, divided by 6.0, divided by 60 to determine minute rate = _____

_____ _____

Signature of teacher requesting payment **Date**

_____ _____

Signature of Principal **Date**

_____ _____

Signature of Superintendent **Date**

SINGLE/MULTIPLE TEACHER SUBSTITUTIONS FORM
ADDITION TO REGULAR ASSIGNMENT
APPENDIX O-3

MADISON LOCAL SCHOOLS

Multiple Teachers Substitutions

NAME: _____ SUBBING FOR: _____

SCHOOL: _____

DAY OF WEEK	DATE	TEACHER FOR WHOM SUBSTITUTING OR DUTY PERFORMED	LEAVE UTILIZED ¼, ½, ¾, FULL DAY
MON			
TUES			
WED			
THUR			
FRI			

Total Number of Teachers Dividing up Students _____ Current substitute pay divided among teachers involved will reflect the time submitted by the teacher utilizing leave. For example: if a teacher submits ¼ day leave, the teachers taking responsibility for said students would split ¼ of current substitute pay.

_____ _____

Signature of teacher requesting payment **Date**

_____ _____

Signature of Principal **Date**

_____ _____

Signature of Superintendent **Date**

Informal Observation: Lesson Plan

1. What are the student learning objectives for this lesson?

2. How do you intend to meet the objectives?

3. How will you determine that the objectives have been met?

4. Is there anything else that you would like the observer to know?

OTES 2.0 FORMS

Form 1 – Self-Assessment Summary Tool

Form 2 – Professional Growth Plan

Form 3 – High-Quality Student Data Verification Form

Form 4 - Walkthroughs/Informal Observations:
Overview and Resources (2 pages)
Walkthroughs/Informal Observations - General Form
Walkthroughs/Informal Observations - Open-Ended Form

Form 5 – Pre-Conference Planning

Form 6 – Teacher Performance Evaluation Rubric (9 pages)

Form 7 – Post-Conference Planning

Form 8 – Final Holistic Rating of Teacher Effectiveness
– Full Evaluation

Form 9 - Final Holistic Rating of Teacher Effectiveness
– Accomplished or Skilled Carry Forward

Form 10 – Improvement Plan (3 pages)

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> 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	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio'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	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio'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	• 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	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

FORM 1

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) ☐ Evaluator Guided (Developing)

Choose the **Domain**(s) aligned to the goal(s).

☐ Focus for Learning	☐ Classroom Environment
☐ Knowledge of Students	☐ Assessment of Student Learning
☐ Lesson Delivery	☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	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.

High-Quality Student Data Verification Form

Teacher Name: Evaluator Name:

Content Area(s): .Grade Level(s):

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

1.

2.

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 the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments:

Teacher Signature: Date:

HQSD Approval Signature: Date:

FINAL March 27, 2020

Walkthroughs/Informal Observations: Overview and Resources Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers
Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often
The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support
Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

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

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

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

FINAL March 27, 2020

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 March 27, 2020

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

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) *Possible Sources of Evidence: 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.
	Evidence				
	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	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.	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.	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. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				
KNOWLEDGE OF STUDENTS	**Planning Instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	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.
	Evidence				

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) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	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. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	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. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrats little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. 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.
	Evidence				
LESSON DELIVERY *(continued)*	**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.	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.	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.
	Evidence				
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	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	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		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.	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.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. 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.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference,*	**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 establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	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.	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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**				
	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 no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 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. 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.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	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 shares evidence of student learning with parents and students to plan instruction to meet student needs.	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. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				
	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 uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	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.
	Evidence				
	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.
	Evidence				
	District policies and professional responsibilities Element 7.1	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.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**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 and monitors short-term and long-term professional goals but fails to take appropriate 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.
	Evidence				

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 a 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

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

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): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐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:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
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** _____

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 ***Ohio Standards for the Teaching Profession***	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 Evaluation: _____

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.

MEMBER REQUEST TO TRANSPORT STUDENT(S) BY PRIVATE VEHICLE

Requesting Staff Member: _____

Purpose of the Trip:_____

Date of the Trip: _____

Time of Departure:_____ Time of Return:_____

Description of private vehicle (make, model, year and color): _____

_____

Are you the owner of the vehicle? _____

Are you listed as an insured driver of the vehicle? _____

*Prior to approval, you will be required to have on file at the Board office proof of current insurance for this vehicle in at least the minimum amounts of: bodily injury coverage: $100,000 per person, $300,000 per accident and uninsured/underinsured motorist coverage in the minimum amount of $100,000. The Board recommends property damage coverage of $100,000 per accident.

*Please note: Your insurance will be the primary insurance for any incident/accident. Additionally, Board liability insurance will not cover any vehicle/property damage.

I affirm and certify the following (initial next to each statement):

_____There is a safety belt for each passenger, and I will require all passengers to use the safety belts.
_____I have a valid Ohio driver's license (attach a copy of license), and the vehicle's registration is current.
_____Each student's parent has provided written consent to the trip [attach a copy of consent form(s)].
_____The vehicle is in proper operating condition.
_____No hazardous road conditions in the iternary are forecast.
_____Proper transportation has been arranged for each student upon return to school.
_____No other person than the requesting staff member will be driving the listed vehicle during the trip.
_____Any student under the age of twelve (12) will be seated in the rear seat of the vehicle. No student who is required by law to use a booster or car seat may be transported by a staff member.
_____If the trip is out of town and the transportation is approved, a copy of each student's Emergency Medical Authorization will be maintained in the vehicle during the trip.
_____I have no driving violations within the last twenty-four (24) months and have a zero points on my license.

_____ _____
Signature of Requesting Staff Member Date

- -

____Transportation Approved _____Transportation Not Approved

_____ _____
Principal Date

PARENTAL CONSENT FOR TRANSPORTATION BY PRIVATE VEHICLE

I have reviewed the following information and consent to my child being transported by private vehicle for this purpose.

Purpose of the Trip(s) ______________________________

Date(s) of the Trip(s) ______________________________

Time of Departure ____________ Time of Return to School ____________

Owner of the Vehicle ______________________________

Driver of the Vehicle ______________________________

Description of the Vehicle (make, model and year) ______________________________

I understand the school verifies that the driver has a valid operator's license and possesses/maintains vehicle liability insurance in the amount required by District administrative guidelines. In addition, I understand the Board requires the driver to affirm and certify that their vehicle is in proper operating condition, and that a safety belt will be available for each child in the vehicle. I agree to instruct my child to use the safety belt. Further, I understand the Student Code of Conduct applies while my child is being transported in the private vehicle.

______________________________ ______________________________
Parent Signature Date

- -

____Transportation Approved _____Transportation Not Approved

______________________________ ______________________________
Principal Date

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
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(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
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
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
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
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 Question(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
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
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 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 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 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 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
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

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

Goal One

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

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

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

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):

Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional

Step Two: Identify Desired Student Outcome(s)

Based on identified focus areas of need (step one), develop student outcome goal(s).

Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.

Step Three: Determine the Metric(s) of Student Outcomes

Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.

Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.

Step Four: Relevant school counselor activities/interventions

Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).

Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.

Step Five: Monitoring

Over the course of the school year, monitor progress made on each metric of student outcomes.

Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results

At the end of the evaluation process, determine the impact for each student outcome.

Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.

Ohio School Counselor Evaluation System

Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature _____ ☐ **Photocopy to School Counselor**

Ohio School Counselor Evaluation System | **Pre- and Post- Conference Questions**

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?

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.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	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.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	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.	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.	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.	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.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.	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.	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.	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.
	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.	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.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	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.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	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.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	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.	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.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	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.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	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.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**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				

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**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	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.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	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.
	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.	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.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	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.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	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.	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.	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.

Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	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.	he 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.	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 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 interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	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.	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.	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.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Ohio School Counselor Evaluation System | **Planning for the Post-Observation Conference**

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

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 reinforcement:		*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** _____

Ohio School Counselor Evaluation System

Improvement Plan

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

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

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

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:

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: 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.

TOTAL MANAGED HEALTH CARE PLAN (PPO)
HDHP W/HEALTH SAVINGS ACCOUNT (HSA)
WELLNESS PROGRAM

August 1, 2024 – December 31, 2025

Medical Option 1	PPO *Through December 31, 2025*	
Medical Deductible	**Network**	**Non-Network**
Single	$350	$700
Family	$700	$1,400
Coinsurance	90%	70%
Total Out-of-Pocket Maximum (TMOOP)	*(Includes Deductible, Coinsurance & Copays)*	
Single	$750	$1,500
Family	$1,500	$3,000
PCP/Specialist	$25 Copay	Ded.-70%
Inpatient & Outpatient	Ded.-90%	Ded.-70%
Preventive Care	100%	Ded.-70%
Emergency Room	$150 Copay, then 90%	
Telehealth (Express Care Online)	$25 Copay	N/A
Urgent Care	Ded.-90%	Ded.-70%
Pharmacy	**PPO** *Through December 31, 2025*	
Pharmacy Deductible Single/Family	Combined w Medical	
All Pharmacy Tiers Retail (30 Days) & Mail Order (90 Days) & Specialty	Ded.-90%	

Medical Option 2	*HDHP w Health Savings Account (HSA)*	
Medical Deductible	**Network**	**Non-Network**
Single	$3,200	$3,500
Family	$5,600	$7,000
Coinsurance	100%	70%
Total Out-of-Pocket Maximum (TMOOP)	*(Includes Deductible & Coinsurance)*	
Single	$3,200	$5,500
Family	$5,600	$11,000
PCP/Specialist	Ded.-100%	Ded.-70%
Inpatient & Outpatient	Ded.-100%	Ded.-70%
Preventive Care	100%	Ded.-70%
Emergency Room	Ded.-100%	
Telehealth (Express Care Online)	Ded.-100%	Ded.-70%
Urgent Care	Ded.-100%	Ded.-70%
Pharmacy	*HDHP w Health Savings Account (HSA)*	
Pharmacy Deductible		
Single/Family	Combined w Medical	
All Pharmacy Tiers Retail (30 Days) & Mail Order (90 Days) & Specialty	Ded.-100%	

Pharmacy Management Programs

Pharmacy Management Programs	*August 1, 2024 December 31, 2025*
Home Delivery Incentive	✓

TOTAL MANAGED HEALTH CARE PLAN (PPO)
HDHP W/HEALTH SAVINGS ACCOUNT (HSA)
WELLNESS PROGRAM

January 1, 2026 – December 31, 2027

Medical Option 1	PPO *Through December 31, 2027*	
Medical Deductible	**Network**	**Non-Network**
Single	$350	$700
Family	$700	$1,400
Coinsurance	90%	70%
Total Out-of-Pocket Maximum (TMOOP)	*(Includes Deductible, Coinsurance & Copays)*	
Single	$1,000	$2,000
Family	$2,000	$4,000
PCP/Specialist	$25 Copay	Ded.-70%
Inpatient & Outpatient	Ded.-90%	Ded.-70%
Preventive Care	100%	Ded.-70%
Emergency Room	$150 Copay, then 90%	
Telehealth (Express Care Online)	$25 Copay	N/A
Urgent Care	Ded.-90%	Ded.-70%
Pharmacy	**PPO** *Through December 31, 2027*	
Pharmacy Deductible Single/Family	Combined w Medical	
All Pharmacy Tiers Retail (30 Days) & Mail Order (90 Days) & Specialty	Ded.-90%	

Medical Option 2	*HDHP w Health Savings Account (HSA)*	
Medical Deductible	**Network**	**Non-Network**
Single	$3,200	$3,500
Family	$5,600	$7,000
Coinsurance	100%	70%
Total Out-of-Pocket Maximum (TMOOP)	*(Includes Deductible & Coinsurance)*	
Single	$3,200	$5,500
Family	$5,600	$11,000
PCP/Specialist	Ded.-100%	Ded.-70%
Inpatient & Outpatient	Ded.-100%	Ded.-70%
Preventive Care	100%	Ded.-70%
Emergency Room	Ded.-100%	
Telehealth (Express Care Online)	Ded.-100%	Ded.-70%
Urgent Care	Ded.-100%	Ded.-70%
Pharmacy	*HDHP w Health Savings Account (HSA)*	
Pharmacy Deductible Single/Family	Combined w Medical	
All Pharmacy Tiers Retail (30 Days) & Mail Order (90 Days) & Specialty	Ded.-100%	

Wellness Program Commencing August 1, 2024

If you choose to participate in the District's wellness program, you will have the opportunity to lower your insurance premiums by completing an annual Screening. You are not required to participate; however, employees who choose to do so can earn wellness incentives.

To satisfy the screening requirement, you must take a Physician Screening Form to your doctor to complete and sign. The screening will measure: Body mass index (BMI), Blood pressure, Blood Measurements: Glucose, High-density lipoprotein (HDL), Low-density lipoprotein (LDL), Triglycerides, and Total cholesterol.

You must turn the signed Physician Screening Form into the Treasurer's Office to receive credit. When you schedule the appointment with your physician, be sure to inform them that your appointment is for an annual preventive check-up and you need the physician to sign a form as part of your employer's wellness program. Be sure to request the following lab work: Glucose, High-density lipoprotein (HDL), Low-density lipoprotein (LDL), Triglycerides, and Total cholesterol.

The individual screening results are confidential and will not be provided to Madison Local Schools. These are intended to provide you with information to help you understand your current health and potential risks and may also be used to offer you services through Medical Mutual's Chronic Condition Management Program if you have a chronic condition.

Employees who turn in their completed Physician Screening Form to the Treasurer's Office between January 1 and November 30 each year will receive the following Wellness Incentives*:

Wellness Incentives		
	Wellness Participation	**Non-Wellness**
Employee Medical Insurance Premium Discount (PPO Only)	5% Discount	0% Discount
For High Deductible Health Plan (HSA Members Only): Annual Employer Funding toward the HSA paid in two installments each January and each July	Single: $1,600 Family: $2,800	Single: $500 Family: $1,500

***All members and their spouses with family coverage must participate in wellness to receive the wellness incentives**.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although Madison Local Schools may use aggregate information it collects to design a program based on identified health risks in the workplace, the Wellness Program (administered by Bravo, a division of Medical Mutual of Ohio) will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.