Master Agreement

05/29/2024
1073-01
24-MED-03-0383
44300

BETWEEN

THE HOLGATE BOARD OF EDUCATION

AND

THE HOLGATE TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 – AUGUST 31, 2027

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ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. RECOGNITION

The Holgate Board of Education, hereinafter "employer" or "Board" recognizes the Holgate Teachers' Association, an OEA/NEA affiliate, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional non-supervisory, certificated personnel, who teaches more than sixty (60) days, including long-term substitute teachers, excluding day-to-day substitutes, tutors, the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

Long-Term Substitute Teachers

1. Long-term substitutes are defined as substitute teachers placed in one assignment for more than sixty (60) days. Long term substitutes may be utilized to fill positions that are open due to approved leaves of absence.

2. The duration of employment of long-term substitutes shall automatically expire at the end of that term without action by the Board or further notice to the teacher.

3. Neither the provisions of Article V, Layoff and Recall, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.

4. The provisions of Section 3319.11, Ohio Revised Code shall not apply to long-term substitutes. Ohio Revised Code 3319.111 shall apply as required by law.

5. Beginning with the 61st day of employment, long-term substitutes shall be placed on the BA-0 step of the salary schedule.

6. If the employment of a long-term substitute extends beyond one year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.

7. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

C. SCOPE OF BARGAINING

1. Scope of bargaining; management rights, mandatory, permissive, and prohibited subjects, as defined in Section 4117.08 of the Ohio Revised Code.

   (a) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, including ESEA issues, except as otherwise specified in this section.

   (b) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:

      1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

      2) Direct, supervise, evaluate, or hire employees;

      3) Maintain and improve the efficiency and effectiveness of governmental operations;

      4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

      5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

      6) Determine the adequacy of the work force;

      7) Determine the overall mission of the employer as a unit of government;

      8) Effectively manage the work force;

      9) Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the rights and responsibilities of the Board are set forth herein, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation of these rights, shall be limited only by the specific and express terms of this contract and then only to the extent such limitations expressed in this contract are in conformance

with the constitution and the provisions of the laws of the laws of the state and the constitution of the United States.

The parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify and existing provision of this labor agreement. However, the parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations prior to implementation, over the effects of the implementation of the management rights which concerns wages, hours, and other terms and conditions of employment.

If, during the life of this Agreement, bargaining is necessary pursuant to this provision, and bargaining does not result in an agreement within 10 days of the first bargaining session, the parties will request services of the Federal Mediation and Conciliation. Mediation shall commence and be conducted in accordance with FMCS rules and regulations. Mediation shall be completed within 20 days after the request from either party or at the mercy of the mediator's calendar. Mediation shall be used as a means of bringing the two parties to agreement.

D. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than January 1 nor later than ninety (90) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board. Within thirty (30) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

As items are tentatively agreed to and initialed by the bargaining teams, such items shall be binding on each party's bargaining team subject to final ratification by the Association and/or the Board.

While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Information

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly prepared information concerning the issue(s) under consideration.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be a maximum of thirty (30) minutes.

5. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

E. AGREEMENT

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification the Agreement shall then be signed by the parties.

F. CONTRACT REOPENER AGREEMENT

All item(s) designated by the Board and Association for reopener shall be governed by the negotiation procedure established in the contract. If agreement is not reached on the item(s), the Board and Association agree to submit their last best offer to final and binding interest arbitration governed by the rules of the American Arbitration Association.

G. DISAGREEMENT

If agreement is not reached within sixty (60) days prior to the expiration date of the contract then a state of impasse shall be declared to exist and the services of the Federal Mediation and Conciliation shall be jointly requested.

It is agreed that the impasse procedure does not include fact finding. However, all other provisions of Chapter 4117 of the Ohio Revised Code shall remain intact.

H. GENERAL

1. Executive Session -
Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form -
As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, in booklet form by the HTA and distributed to all certified personnel. The cost of printing shall be borne by the HTA. The Board/Administration will receive one (1) copy.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of (1) any provision of this Master Agreement, (2) Board policies and procedures, and/or (3) any health or safety working condition(s).

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted.

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

2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. GRIEVANCE PROCEDURES

1. Informal Procedure

If a teacher believes there is a basis for a grievance, he or she should first discuss the date of the alleged grievance, the precise action(s) or inaction(s) that is claimed to be a violation, misinterpretation or misapplication of the Master Agreement, and reference to the specific contract provision(s) involved with his or her principal or immediate supervisor in a sincere effort to resolve the problem informally. The teacher has the right to be accompanied by a member of the Holgate Teaching Staff with due notice at all levels of the grievance procedure.

2. Level I

If the matter is not resolved informally, a teacher may, within thirty (30) days after the grievant could reasonably have been expected to know about the occurrence of the alleged violation giving rise to the grievance, submit his/her written grievance to the building principal or administrator who can make remedy and request a meeting to discuss the grievance. If the Level 1 grievance is submitted to the same administrator in the informal procedure, and the grievance was unresolved, the grievant may elect to file directly at Level II.

A meeting shall be held within ten (10) days of the request being filed. The meeting and place shall be of mutual agreement.

The immediate supervisor shall notify the grievant, in writing, within ten (10) days after the meeting of their decision. If the immediate supervisor fails to meet the

time limit at Level 1 of the process, the grievance will automatically proceed to Level II.

3. Level II, Superintendent

If the aggrieved is not satisfied with the suggestion for resolution reached in Level I, he or she may within ten (10) days submit his written grievance to the Superintendent and request a meeting to discuss his/her grievance. The meeting shall be within ten (10) days of the request.

The meeting shall be conducted in the manner stated in Level I, again with a genuine effort being made to come to a reasonable solution of the problem. Within fifteen (15) days of this meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance. The grievance shall be settled in favor of the grievant if the Superintendent fails to comply with the time limit at Level II of the grievance process.

4. Level III

If the aggrieved is not satisfied with the suggestion for resolution reached at Level II, the Association shall notify the Superintendent, not later than fifteen (15) days after receipt of the written decision its intention to proceed to arbitration. Arbitrator selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures except that either party has the right to ask for a second list of arbitrators. The person so selected shall hold the necessary hearing promptly and issue his findings and recommendation within such time as may be agreed upon, which findings and recommendation shall be in writing. The decision of the arbitrator shall be final and binding on the Board and the Association.

The Association shall represent all bargaining unit members at Level III. The arbitrator shall have no power to overrule, add to, subtract from, disregard, or modify any term or provision of this Contract or make any award which is inconsistent with the terms of the Contract or contrary to law. Fees and expenses of the arbitrator shall be borne by the party which did not prevail on the majority of substantive issues presented for arbitration.

The Board and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of a grievance, including hearings.

D. GENERAL PROVISIONS

1. Grievances that relate to more than one building may commence at Level II.

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent and the HTA shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure.

4. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

5. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration related to Level III only, will be allowed to utilize Professional Leave.

6. Hearings and conferences under this procedure will be conducted at a mutually agreed time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.

7. Days as referred to in this Grievance Procedure shall mean actual teacher work days excluding Saturdays, Sundays, and holiday recesses (i.e., Christmas - New Year's holiday recess.)

8. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her rights to pursue the grievance at the next step.

ARTICLE III

ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

B. USE OF BUILDINGS

The Association and its representatives shall have the right to use school classrooms after school for Association meetings with twenty-four (24) hour notice given to the building principal.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post notices of activities and matters of Association concern on lounge bulletin boards. The Association may use the employee mail boxes, phones, and computers for communication to bargaining unit members.

2. The Association shall have the right to use the P.A. system to announce Association meetings according to building policy.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The Association on or before September 25 shall transmit to district Treasurer a list of those employees who have properly signed payroll deduction authorizations. The list shall include the total amount to be deducted along with the number of deductions for each individual.

2. Deductions shall be taken from the last pay each month, commencing in October and extending through May. The deductions will be as nearly as equal in amount as possible for the individual.

3. The district Treasurer shall transmit the dues monies by check to the Association every other month.

E. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in school classrooms, during lunch time, planning time, before or after regular school hours. Association business shall not be conducted during classroom instructional time. The Association shall give twenty-four (24) hour notice to the building principal.

F. ASSOCIATION LEAVE

1. Meetings for Elected and Appointed Officials of Professional Associations--Those certificated teaching personnel who are elected as officers, appointed as committee members, or elected delegates in their professional state or national associations or affiliated organizations or associations, shall be collectively provided up to a total of five (5) days annually to attend official meetings of those bodies which are required of them in their elected or appointed positions without loss of pay. No expenses for such meetings, other than substitute services, shall be paid by the Board.

G. LEAVING BUILDING DURING PREPARATION PERIOD

The Association President and other teachers shall be permitted to leave the building during his/her preparation period using a sign-out sheet in the Principal's office or the secretary's desk.

H. BOARD MEETINGS

1. The Association will receive advance notification of all Board meetings, agendas for said meetings, agenda and non-agenda exhibits of public record and financial statements. Such material shall be provided to the Association President or his/her designee at the same time and by the same means as provided to the Board.

2. The president of the Association will be supplied with copies of the minutes of all regular Board meetings and the monthly financial statements of the receipts and expenditures of the school district at the same time and by the same means as provided to the Board.

I. BUILDING CONSTRUCTION

Matters concerning building construction as it relates to wages, hours, or terms and other conditions of employment shall be bargained with the Association.

J. GRANTS/WAIVERS

In the event, the District, individual schools, or individual departments obtain grants or waivers that affect working conditions or items in the negotiated agreement, the Association shall be informed of such grants or waivers. If HTA support or signature is required for a grant or waiver submission, if possible, the HTA will be given a minimum of ten (10) days notice and a draft of the submission before the document is submitted. The Superintendent will, upon request, meet with the Association to discuss the effect such grants or waivers have upon working conditions or items in the negotiated agreement.

K. LABOR MANAGEMENT COMMITTEE

1. In an effort to further a good working relationship between parties, a Labor Management Committee (LMC) shall be formed to investigate, study, and discuss solutions to problems affecting labor relations.

2. The purpose of the Labor Management Committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations.

3. Representation

   Representation on this committee shall be:

   a. Three representatives for each side with one ex officio member for each side. One of the members shall be the Superintendent for the Board and the president for the Association.

   The perspective sides shall be decided upon other members.

4. Chairperson

   The chair of the committee shall alternate from meeting to meeting between the Administration and Association, unless the parties mutually agree otherwise.

5. Meeting Schedule and Agenda

   Meetings shall be held once a month unless otherwise mutually agreed upon. An agenda shall be submitted to both parties at least 48 hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda prior to its distribution. The intent is for each side to come to the meeting as well prepared as possible.

   A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule realizing that some flexibility is necessary.

6. Minutes

   Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association Representatives and members.

7. General Guidelines

   General guidelines include, but are not limited to, such activities as to:

   a. Notify the Association of changes contemplated by the employer, which may affect bargaining unit members.

   b. Discuss the future needs and programs of the Employer.

c. Disseminate general information of interest to the parties.

d. Discuss concerns the Association members may raise that are not subjects of bargaining.

e. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

f. Where agreement is reached by the LMC on a topic, it will be reduced to writing and will be signed by the two chairs.

g. At the organizational meeting general rules of operation will be developed.

8. Table Topics

The chairperson shall recognize a motion by either party to table a topic for further study.

L. FAIR SHARE FEE/MEMBERSHIP

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise prohibited by law or specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all employees who elect not to become members of the Association or from those who elect not to remain members of the Association as provided by law.

Association membership is annual with membership year being September 1 through August 31. Once enrolled, 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 in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period; however, unless otherwise prohibited by law, the individual will be responsible for all remaining dues and assessments of the current membership year. The District Treasurer will deduct such amounts from the next payroll after cancellation outside the cancellation period. Such cancellation will serve as acknowledgment that the individual will not have access to the privileges specifically reserved for members of the Association, consistent with law.

Payroll deduction of such annual fair share fees to the extent permitted under law, for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

(i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or

(ii) January 15th.

Any substitute employed for more than sixty (60) consecutive days, to one specific teaching assignment, who does not choose to become a member of the Association will be subject to such annual fair share fees retroactive to the first day of employment. Such substitutes working one-half time or less than that of the regular full-time employee shall be subject to fair share fees of one-half (1/2) of the full annual amount withheld from each full-time employment fee payer.

Beginning with the first paycheck after the ninetieth consecutive day of employment or whenever the salary of a one-half (1/2) rate fair share fee payer substitute(s) exceeds one-half of the salary paid to a regular full-time employee, whichever comes first, such substitutes shall be subject to the full annual amount of the fair share fees retroactive to the first day of employment.

Upon notification from the Association that an employee has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be on a schedule determined by the Association less the amount previously paid through payroll deduction and shall not in any case be more than 100% of the Association dues. The deduction shall begin on the first pay after January 15th or sixty (60) days from the cancellation of their membership, whichever occurs later.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

The Board will accompany each such transmittal with a list of the names of employees for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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.

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.

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.

The Union on behalf of itself and the OEA of itself and the OEA and NEA agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

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

b. The union shall reserve the right to designate counsel to represent and defend the employer;

c. The employer agrees to 1. Give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, 2. Permit the Union or its affiliates to intervene as a party if it so desires, and/or 3. To not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;

d. There shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

M. GOVERNOR'S EDUCATION REFORM

Matters pertaining to the Governor's Education Reform when it impacts wages, hours, or terms and other conditions of employment shall be discussed and/or bargained with the Association, excluding legislative mandates where local control is not an option.

N. ALL DAY AND EVERYDAY KINDERGARTEN

The Association agrees that the Holgate Board of Education may implement all-day and everyday kindergarten. Meaningful terms and conditions associated with the kindergarten program shall be negotiated with the Association.

O. CONTINUOUS IMPROVEMENT PLAN

The Association agrees that the Holgate Board of Education may develop and maintain a Continuous Improvement Plan as long as meaningful item(s) that may alter working condition(s) is/are negotiated with the Association. The final draft will be approved once negotiated deletions and modifications have been made to the CIP document.

P. STAFF RECOGNITION PROGRAM

The Board of Education agrees to hold an annual staff recognition program. Milestone awards for the program will be determined by the Superintendent and two (2) teachers selected by the Association.

ARTICLE IV

VACANCIES AND TRANSFERS

A. VACANCIES

1. Notice of certified vacancies shall be posted for ten (10) workdays. Such notice shall carry the name of the position, qualifications, and terminal date for filing applications. Teaching position vacancies created after July 10 and prior to August 1 will be posted for five (5) work days. After August 1, open positions may be filled by a long-term substitute at the discretion of the Superintendent. Any long-term substitute will not be guaranteed employment beyond the remainder of the school year and such employment will expire at the end of the said assignment without further notice or recourse. All applications from within the District possessing these qualifications shall receive an interview and be notified on the action taken upon their application. This does not preclude the administration from hiring a more qualified individual from outside the District.

2. During the summer months when regular school is not in session, the employer will post vacancies outside the Superintendent's office and all teacher work rooms and lounges. Vacancy notices shall also be sent to all bargaining unit members. Positions so posted shall remain posted at least ten (10) workdays except for July 10th provision above regarding created positions prior to being filled. Applications will be made to the Superintendent's office. Likewise, these positions shall be filled on the same basis as Paragraph 1.

3. A vacancy shall be defined for the purpose of this Agreement as a position currently unfilled or a position currently filled but which will be open as a result of Board action. Supplementary positions will be posted separately from teaching positions.

4. Qualifications/Seniority shall be the final determining factor in the internal filling of a vacancy.

B. TRANSFERS

1. Certified personnel should not be made to change positions without their consent after June 8th. If, however, through unexpected resignations position changes may be made with prompt consultation with the affected certified personnel.

C. SUPPLEMENTAL CONTRACTS

All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted and is not considered a vacancy.

ARTICLE V

EMPLOYMENT PRACTICES

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed.

1. Sequencing of Contracts (Limited) The Board agrees to issue limited contracts in the following manner:

First contract	1 year
Second contract	1 year
Third contract	2 years
Fourth contract	2 years[1]
All Succeeding Contracts	3 years[1]

However, a teacher otherwise eligible for more than a one (1) year contract may be awarded a one (1) year contract twice during the teacher's career with the Board based on and as documented in the performance evaluation.

2. Supplemental contracts are non-renewed upon their expiration date.

3. Continuing Contract Eligibility

To be eligible for a continuing contract the teacher must have taught at least three (3) out of the last five (5) years in the District or if attained a continuing contract status elsewhere, have served two (2) years in the District (ORC 3319.11). In addition, the teacher must have on file, prior to March 1 of the year of tenure eligibility, either:

a. A Professional, Permanent or Life teacher's certificate issued in accordance with Ohio Revised Code 3319.22; or

b. A Professional Educator's license issued after October 29, 1996 and proof of either of the following;

1. If a Master's degree was not held at the time of initially receiving a teacher certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2. If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate of license.

[1] All teachers on or awarded a 5-year limited contract on or before the beginning of the 2018-2019 contract year, will remain eligible for 5-year limited contracts for the remainder of their continuous employment with the District. All teachers on or awarded a 3-year limited contract (fourth contract) on or before the beginning of the 2018-2019 contract year, will remain eligible for 3-year limited contracts for the remainder of their continuous employment with the District.

3. A teacher holding a senior professional educator license, or a lead professional educator license issued under the licensure provisions of the ORC.

c. For bargaining unit members initially licensed on or after January 1, 2011, continuing contract eligibility is met if the teacher:

   1. Holds a professional, senior professional or lead professional license;

   2. Has held an educator's license for at least seven (7) years; and

   3. Has completed either of the following:

      a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

      b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

d. Process for Obtaining Continuing Contract: In order to be considered for, or eligible to receive a continuing contract, the teacher must notify the Superintendent in writing no later than November 1st in the year that the teacher's limited contract will expire, that he/she will be eligible for and wishes to be considered to receive a continuing contract for the next school year. Upon proper notification, the Board shall adhere to the procedures set forth in Section 3319.11 of the Ohio Revised Code other than provided below.

   1. If the teacher does not notify the Superintendent in writing in the year of the expiration of the current limited contract, prior to November 1st, or if the teacher fails to have appropriate licensure on file prior to March 1, it shall result in the Board granting the next limited contract in the sequence listed in Section A. 1., above (not including non-renewals, etc.)

   2. In the event the teacher receives a limited contract instead of a continuing contract, the Board may grant continuing status at any time while on the limited contract so long as the teacher is eligible.

   3. If a teacher applies for continuing contract (or re-applies if notification and/or licensure was not timely as set forth above), upon the expiration of the next limited contract as provided for in this section, the provisions of Ohio Revised Code 3319.11 shall apply and the Board must either grant a continuing contract, extended limited contract or non-renew the teaching contract.

4. Nothing herein shall be deemed to prevent a limited contract teacher who does not apply for continuing contract from remaining on the limited contract sequence set forth above in A.1., upon renewal.

e. Extended Limited Contracts

The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first (1st) day of June. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent this process for granting an extended limited contract differs from that provided in Ohio Revised Code Section 3319.11(C), this procedure is intended to supersede and replace that provision.

B. PERSONNEL FILES

1. The personnel files shall consist primarily of work performance, discipline, and routine personnel data.

2. Any post employment materials in a teacher's personnel file may be reviewed by the teacher. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.

3. The teacher shall receive upon request copies of any material in the file.

4. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.

5. It is required that all entries into the personnel file shall be dated, initialed and given a copy to the employee prior to placing any document into the personnel file. The initials simply acknowledge placement of the entry into the personnel file and not necessarily that the employee agrees with the content of the document.

6. The examination of an employee's file shall be limited to employer/or qualified professional personnel to the extent permitted by Ohio law. Each file shall contain a record indicating who has reviewed it and the date reviewed.

7. There shall be only one official personnel file in the District. Any and all materials pertaining to the employment of each teacher shall be contained in that file.

8. In addition to the file set forth in No. 7, each principal is permitted to maintain an anecdotal file.

9. All personnel files shall be expunged of all disciplinary notations five (5) years from their entry. This occurs only if the employee has not repeated the offense within the ensuing year. The teacher shall file a request with the Superintendent or Board designated keeper of the records to expunge disciplinary records.

C. PARENT/CITIZEN COMPLAINT

After receiving a complaint by the public concerning a teacher, said teacher will be notified as soon as possible. Disposition shall be directed by the building principal. The teacher may request a meeting be set up to discuss the complaint with the individual lodging the complaint. The building principal shall be responsible for making arrangements for the meeting and the building principal shall be in attendance. The teacher may request a representative of the Association at this meeting.

ARTICLE VI

REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff.

B. REASONS FOR REDUCTION

Reduction may occur for the following reasons: Where there has been decreased enrollment of pupils in the District, regular teachers have returned from a leave of absence, schools have been suspended, where there have been territorial changes affecting the district, or for financial reasons as demonstrated by the District.

C. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code Section 3319.11 and other related sections of this Master Agreement.

D. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended.

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

Comparability will be determined for reduction in force based upon an averaging of the most recent full formal District OTES evaluations and the prior two (2) full formal District OTES evaluations, if available.

When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

    a. Comparable evaluations
    b. 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 the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations

   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

When choosing between teachers with comparable evaluations, if the position of a teacher in one "teaching field affected" is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.

If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.

If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior teacher on the recall list in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available, without being removed from the recall list.

Any limited contract teacher who has been laid off shall have his/her name placed on a recall list a period of nineteen (19) months following Board action. Any continuing contract teacher who has been laid off shall have his/her name placed on the recall list indefinitely until such time as a full-time position becomes available for which the teacher is qualified and has rejected.

Notification of Reduction in Force

The Board of Education shall notify the Association President in writing, not less then three (3) months prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of implementation and the effective date of the RIF.

Within ten (10) days of receipt of the notification the Association may request a meeting with the Board to discuss the RIF.

E. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 0.33 time equals 0.33 years service, 0.5 times equals 0.5 years service, and 0.67 time equals 0.67 years service.) Among those with the same length of continuous service, seniority shall be determined by:

a. The date of the Board meeting in which the teacher was hired; and then by

b. Total teaching experience, (as a certified teacher)

c. An agreed upon method of chance in which all affected parties have an equal opportunity. Length of continuous service will not be interrupted or affected by layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

d. All teachers applying for new, renewal, or upgraded certification must also give written notification to the Superintendent of said application concurrent with the posting of the application. A copy of the application sent or delivered to the Superintendent will satisfy the written notification requirement.

F. NOTICE

Persons selected for reduction under this Article shall be notified by certified letter, and by telephone, if possible, following notification with the Association President pursuant to Section D, above.

G. RECALL

1. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they were or have become certified.

2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

   Said written notice shall be sent to the teacher by regular letter; addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher on the Reduction in Force list shall have the right to accept or refuse a position which is offered.

ARTICLE VII

TEACHER EVALUATION AND FAIR DISMISSAL

A. GENERAL PROVISIONS

The Holgate School teacher evaluation procedure is designed primarily to recognize the strengths, to encourage improvement, and to stimulate professional growth. Evaluation is to raise the general level of the education process and to provide the best educational practices for this system.

The evaluation is also to be used in helping the administration arrive at recommendations to the Superintendent concerning the retention, the appointment, and/or promotion of teachers.

To be most effective, the evaluation procedure must be a cooperative process whose purpose is not only evaluation, but to provide constructive help for those teachers who are experiencing classroom difficulties. This means teachers must be given the opportunity to become familiar with the objectives and standards they are expected to achieve and given time to show any improvement required.

Evaluation should represent an ongoing dialogue between the teacher and the evaluator concerning aspects of his/her professional growth.

B. OTES/OSCES EXEMPT EMPLOYEES

1. All teachers at the time of the contract offering should be thoroughly informed as to evaluation procedures and instruments. Teachers shall be informed as to who shall observe and evaluate their performances and what the scope of any outside evaluator's authority will be.

2. Evaluation items to be placed in the teacher's permanent file shall be discussed with the teacher by the evaluator and shall be signed by the teacher to signify he or she is aware that the materials will go into his or her file. The signature does not necessarily indicate the teacher's approval of the evaluation. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation. All material placed in the file after initial employment shall be open to the teacher except those confidential recommendations from outside the district. Teacher's files are open only to the Principal, the Superintendent, and teacher herself/himself, who may request information from the file. The Board may have access to these files to make Board related decisions.

3. Evaluations or observations shall not be scheduled the day before or the day after a holiday or scheduled school break.

C. NON OTES/OSCES TEACHER EVALUATION

Evaluations and contract procedures for teachers not evaluated utilizing OTES/OSCES within Article VII shall follow Section 3319.111 of the Ohio Revised Code prior to OTES and this Article.

1. No direct reference to state mandated student achievement or off grade proficiency tests will be included in teacher evaluations, without first being negotiated and agreed upon by the Association.

2. Continuing contract teachers shall receive an informal evaluation every five (5) years. The evaluation shall consist of one visit and a follow-up conference. The informal evaluation shall be placed in the official file.

3. Teachers on a one (1) year contract will receive a formal evaluation for the 1st year on the limited contract.

4. Teachers on a two (2) year contract will receive a formal evaluation on the 2nd year of the limited contract.

5. Teachers on a three (3) year limited contract will receive a formal evaluation on the 3rd year of the limited contract.

6. Teachers on a five (5) year limited contract will receive an informal evaluation on the 3rd year of the contract, a formal evaluation on the 5th year of the contract. All teachers on or awarded a 5-year limited contract on or before the beginning of the 2018-2019 contract year, will remain eligible for 5-year limited contracts for the remainder of their continuous employment with the District.

7. The formal evaluation shall consist of the evaluation process set forth in the Master Agreement and Ohio Revised Code. (Two evaluations consisting of four (4) observations with a minimum of 30 minutes each.)

8. Informal evaluations shall consist of one (1) visit and a follow-up conference. A copy of the evaluation will be placed in the principal's file.

9. When necessary, teachers will be given recommendations for improvement and be given the means by with to achieve said recommendations.

10. No evaluation forms other than what is contained in the Master Agreement will be used by the administration during the evaluation process. The pre-observation form is voluntary and not required for the evaluation process. Bargaining unit members shall not be required to fill out the pre-observation form and shall not be adversely affected for not complying if requested.

11. Evaluating administrators must receive and maintain teacher evaluation training.

12. Teachers have the right to choose an unbiased neutral properly trained and licensed administrator employed within the district. The teacher must provide justified documentation for the request to the Superintendent.

13. Informal walkthroughs will be done utilizing the OTES Walkthrough Form. Appendix J.

14. Subjective opinions will be kept out of evaluations.

15. Other teacher's names will not be used in evaluations.

D. NON OTES/OSCES TEACHER EVALUATION FORMS - Appendix C

E. FAIR TREATMENT AND DISMISSAL

General Provisions

Progressive Discipline –

No bargaining unit member shall be disciplined, suspended, or discharged without just cause.

The administration shall comply with the following progressive discipline procedure:

1. Verbal warning with written documentation-- 1st offense
2. Written warning -- 2nd offense
3. 1-3 day suspension with or without pay -- 3rd offense (Depending on severity of the offense, it may be deemed necessary to exceed 3 days.)
4. Possible termination of the Bargaining Unit Member -- 4th offense

The sequence shall be followed in the order above and shall be non-accumulative unless the act is deemed by the Superintendent to be severe enough to warrant a written warning, suspension or termination. Prior to a written warning, the administrator will meet with the bargaining unit member to discuss reasons. Prior to suspension or termination, the Superintendent will meet with and give reasons for the discipline to the employee and/or their representative in writing and will afford him/her an opportunity to reply prior to the suspension or termination occurring.

F. FALSIFICATION

Falsification of any document or leave may be grounds for immediate termination under Ohio law.

G. TERMINATION OF CONTRACT

Termination of a contract shall be in compliance with Section 3319.16 of the Ohio Revised Code.

ARTICLE VIII

LEAVES OF ABSENCE

A. NOTIFICATION

All types of leave must be electronically submitted by the employee within the parameters of the automated leave system. When the parameters prevent this submission, the employee shall contact his or her building administrator.

B. PERSONAL LEAVE

Each bargaining unit member will receive no less than three (3) days of unrestricted personal leave.

Personal leave days can be cumulative from one year to the next, with a maximum of four (4) days in any given school year (see Appendix R). When possible the teacher shall make the request for personal leave (in whole or half-day increments) at least one (1) week in advance of intended date of use. No more than two (2) days may be used consecutively. One (1) personal day may be used in connection with scheduled holidays as long as a substitute is secured at least five (5) work days prior to the requested absence, excluding the day immediately prior to or after Christmas break. A maximum of four (4) members may use unrestricted days on any given school day. Personal leave days shall not be used during the first-five (5) days nor the last five (5) days of the students' school year unless approved at the discretion of the Superintendent. Additionally, personal leave may not be used for days in which there is a scheduled parent-teacher conference or professional development day unless otherwise granted permission at the discretion of the Superintendent or designee.

The Board shall reimburse each certified bargaining unit member the current substitute pay rate for unused personal leave days up to a total of three (3) days per year.

C. LEGAL OBLIGATIONS

In the case of jury duty or when testifying in behalf of the Holgate Local School District, the Board will grant a leave for legal purposes.

D. ASSAULT LEAVE

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code the employer will grant assault leave to members of the bargaining unit absent due to disability physical and/or non-physical, received for serving under the following conditions:

    a. Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during or after school hours in a school related Board approved function or activity will be paid his/her compensation until said employee is able to return to duty. This period of absence as defined in this provision shall be termed "assault leave."

2. Sick leave may be used initially dependent upon the nature of disability. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:

   a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.

   b. A written medical report shall be filed by a licensed physician stating the nature of the disability and its duration with the Superintendent.

   c. Limited to a maximum of ten (10) days unless additional time is granted by the Superintendent. Upon approval of assault leave; prior sick leave used for incident will be withdrawn.

   d. A staff member may make a police report with local law enforcement and provide a copy of the report to the Superintendent. If directed by Administration, the teacher will file an incident report with the local law enforcement agency. Assaultee must be willing to testify on the Board's behalf if charges are filed against the assaulter.

E. PARENTAL LEAVE OTHER THAN FMLA

1. Notwithstanding the requirements of the Family Medical Leave Act, leave without pay for a period not to extend beyond one (1) complete school year may be granted teachers by the Board of Education requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. Said leave shall have a termination date which coincides with the end of a grading period. The request shall be submitted, if possible, at least three calendar weeks (21 days) prior to the date on which the leave would be scheduled to begin. This provision shall be waived by the Superintendent in cases of emergency.

2. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same position held prior to the leave. In the event of reduction in force, the revisions of reinstatement shall be subject to the reduction in force agreement.

3. A one year extension of this leave may be granted at the discretion of the Board.

4. STRS retirement contributions will not be paid by the Board during parental leave.

F. SICK LEAVE

Each regular (certified) employee of the Board of Education shall be entitled for each month of service to sick leave of one and one-fourth (1 1/4) work days with pay. The unused portion of sick leave is subject to two hundred forty (240) days accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. The Board is not limited from taking appropriate disciplinary action for any absence without approved leave (i.e. sick, personal, professional, FMLA, deduct, etc.). Employees will not be subject to discipline for errors occurring with the District's automated absence reporting system or if an administrator fails to timely act on submitted requests.

A regular certified employee who is absent because of illness is still in the service of the District and accumulates sick leave credit while absent on approved leave. Certified employees shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:

1. Personal illness
2. Pregnancy-Related issue, condition, or illness
3. Injury (personal)
4. Exposure to contagious disease which could be communicated to others.
5. Absence due to illness, injury, or death in the employee's immediate family (Section 3319.141 of the Ohio Revised Code).
6. Adoption of a child shall be limited to six (6) weeks total.

A regular certified employee who is absent for any of the above reasons one (1) through four (4) for four (4) or more consecutive work days must submit a physician's statement (may include electronic communication) to their Building Principal within two (2) work days of their return to work.

The immediate family is defined as husband, wife, children, parents, stepchildren, fiancée and permanent member of the same household.

For death or illness of relatives outside the immediate family, absence shall be approved not to exceed five (5) days unless additional days are requested by the employee and may be approved by the Superintendent. Relatives defined here as grandparents, sister, brother, mother-in-law, father-in-law. Two (2) days may be approved for uncle (including in-law), aunt (including in-law), niece, nephew, brother-in-law, sister-in-law, and grandchildren and grandparent in-laws, unless additional days are requested and approved by the Superintendent.

Teachers are expected to inform the Superintendent of their pregnancy and anticipated due date (if known) as early as possible but no later than eight (8) weeks prior to their delivery date. Notification should include a statement from the teacher confirming the anticipated delivery date and a statement of the teacher's tentative plans for leave. Accumulated sick leave immediately following the birth of a child for

normal convalescence shall be granted, upon request of the teacher, for up to nine (9) consecutive weeks (45 work days), unless otherwise indicated by a physician's statement.

Bargaining unit members who are the non-birthing parent are presumed eligible for sick leave for a period of ten (10) consecutive work days commencing on the day after the birth of a child. Additional paid sick leave must meet the requirements for such leave and any requested extensions of non-birthing parent sick leave must be accompanied by appropriate documentation from a physician. Unpaid family leave may be used in accordance with the FMLA for eligible members.

G. PROFESSIONAL LEAVE

Resident Educator Mentors

Any staff member who wishes to be trained shall receive paid professional days for said training and the upkeep of such training in the event it occurs during the workday upon superintendent approval.

H. FAMILY MEDICAL LEAVE ACT

Teachers are entitled to leave as provided in the Family Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "12-month period" is defined as the 12-month period measured forward from the date that the employee's first FMLA leave begins (i.e., the leave is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period. Applicable paid leave will run concurrently with FMLA leave.

1. An employee desiring to use family medical leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave.

2. During the leave, the Board shall continue to pay fringe benefits without interruption and the contribution it makes for an employee on the active payroll to continue participation in the health insurance programs, provided the employee pays his/her portion of the premiums, if any, to the Treasurer at least five (5) days prior to the beginning of the month that is being covered. If the employee does not pay his or her contribution to the premium cost by the deadline date, then the Board will not be obligated to contribute its share in order to maintain the coverage.

3. FMLA form (Appendix E) must be filled out any time an absence of more than five (5) work days (one week) is desired and/or anticipated for any one of the qualifying reasons listed on the form. The form is for District planning purposes and the information provided to the District may change if in accordance with law.

4. The applicable forms for FMLA through the U.S. Department of Labor shall be utilized in response to FMLA requests in accordance with the timelines provided in federal law.

5. In the event FMLA leave is used for the birth and/or care of a newborn child, an employee shall be limited to forty-five (45) work days of unused paid leave to run concurrently with FMLA for the birth of a child. Additional accumulated paid leave shall not be permitted to run concurrently with FMLA beyond the above-mentioned days unless otherwise indicated by a physician's statement submitted in writing to the Superintendent.

I. SABBATICAL (Unpaid Leave for Professional Improvement)

The Board may permit bargaining unit members to take an unpaid leave of absence not in excess of one (1) year in length for professional improvement directly related to the field of education. Leaves may be requested and granted in increments of semesters not to exceed one full year.

A written request stating the reason and duration of the leave must be submitted to the Superintendent not later than May 1, for the next school year or no later than thirty (30) days prior to the beginning of the second semester.

A bargaining unit member on unpaid leave for professional improvement, who wishes to return to duty prior to the previously designated date, shall notify the Superintendent in writing of such intention four (4) weeks prior to the date of return.

The employee is entitled to an equal or similar position but not guaranteed the same position.

A bargaining unit member must complete two (2) years of service in the Holgate Local School District before a leave for professional improvement may be granted. Only one such leave shall be granted the member during any five (5) year period thereafter.

There shall be no break in seniority upon return. The employee will resume on the seniority list where they left.

A bargaining unit member on unpaid leave for professional improvement shall retain his/her accumulated sick leave. However, he/she shall not accumulate any additional days of allowance during the leave of absence.

J. DEDUCT DAY

Should a situation arise that would otherwise result in a member being unable to meet the defined leave requirements, the Superintendent shall grant one (1) unpaid deduct day per school year to a member. In order to be considered, the day must be requested in writing to the Superintendent explaining the need in advance. Additional deduct days may be requested and granted by the Superintendent in extenuating circumstances; however, the decision whether to grant or not grant such additional days is not subject to challenge through the grievance procedure or otherwise.

ARTICLE IX

COMPENSATION AND REIMBURSEMENTS

A. SALARY SCHEDULE

1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A".

For the 2024-2025 school year, there will be a 3.0% increase on base salary.
For the 2025-2026 school year, there will be a 3.0% increase on base salary.
For the 2026-2027 school year, there will be a 2.5% increase on base salary.

For the 2024-2025 school year, Bargaining unit members shall recover the final year step that was frozen during the 2011-2012, 2012-2013, and 2013-2014 school years. Bargaining unit members shall also receive the typical one (1) step increase, as normal for each of the years of this contract.

2. Supplemental Salary Schedule

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by the base salary in Appendix "A".

3. A teacher may advance to a higher classification level on the salary schedule by fulfilling the following:

a. The bargaining unit member must show proof of completed course work by submitting a transcript from an accredited college or university. The hours must be graduate semester or equivalent hours (i.e. one quarter hour equals 2/3 of a semester hour) and be in their field of study or curricular supplemental area to advance from the Bachelor's column (1) and beyond. Graduate course hours taken after September 1, 2019, must be taken after a Master's Degree is earned to be used for column advancement to MA + 15.

b. Said hours in "a" above must be submitted in official transcript form or verified by a letter from the college or university where the course work was completed. The salary adjustment will be made beginning with the last payroll of the month following the date of verification by the Superintendent and Treasurer that all required submissions have been made. Payment will be retroactive to the date that the teacher submitted all necessary documents.

B. PAY PERIODS/DIRECT DEPOSIT

1. There shall be twenty-six (26) equal installments to be paid every other Friday.

2. If the pay date is not a regularly scheduled workday, the payment shall be made on the last regularly scheduled workday prior thereto.

3. The exception is the extended December break when payment will be made as scheduled unless the holiday falls on Friday. In that instance the payment will be made the day prior.

4. Staff may elect for direct deposit of their paychecks to the bank of their choice as long as there is a sufficient number of employees participating if a number of participants are required by the district's bank. All newly hired employees shall be required to enroll in the direct deposit payroll program no later than January 1 of each year.

C. PAYROLL DEDUCTIONS

1. Bargaining unit members are entitled to the use of payroll deduction for the following:

   a. Membership dues in the HTA/OEA/NEA.

   b. Annuities that are approved as per Board policy.

   c. Insurances, per Board policy.

   d. Charities; Board approved.

2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

D. SEVERANCE

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his accrued but unused sick leave.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as the final date of employment and under the following conditions and criteria:

   a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;

   b. The employee actually terminates his employment with the District and retires;

   c. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this section

have been met, and shall supply such proof of documentation as may reasonably be required.

2. The amount of benefit due the retiring employee shall be determined by:

   a. Multiplying the employee's accrued but unused sick leave days by one-fourth (1/4);

   b. Dividing the annual salary of the employee, excluding supplemental pay, by the number of required work days to obtain the diem rate;

   c. Multiplying the product of "a" above by the employee's per diem rate.

3. Receipt of payment severance under this section shall eliminate all other sick leave credit accrued but unused by the employee.

4. Any severance payments pursuant to this article shall be paid to the teacher in two (2) installments.

5. One-half (½) severance pay shall be paid to the retiree in a lump sum check within thirty (30) days following the Treasurer's receipt of a copy of a retirement check from STRS.

   One half (1/2) shall be paid to the teacher upon the first pay period in January following the teacher's retirement. Proof of retirement shall be made in the form of a copy of a retirement check from STRS.

E. S.T.R.S. PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers Retirement System will be paid on behalf of the unit member, at no cost, to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be each member's mandatory contribution on the employee's gross annual compensation. The employee's annual compensation shall be reduced by the amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

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 the employer pick-up.

4. Payment of all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract.)

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

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

F. SECTION 125 PLAN

A Section 125 Plan will be offered to all teachers.

G. Extended Day Contracts for Home Economics (up to 8 days), Guidance (up to 15 days 6-12; up to 5 days K-5), Summer Band (up to 10 days), Yearbook (up to 5 days), Vo-Ag (up to 25 days) if offered, shall be paid at the teacher's per diem rate.

H. TUITION REIMBURSEMENT AND STAFF DEVELOPMENT

An annual fixed budget of $18,000 shall be available for reimbursement for tuition costs incurred by teachers for courses completed from an accredited university or college. Any monies not expended in accordance with the provisions established below shall be transferred and added to the following year's budget. In no event shall such fund exceed $25,000.

The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of course work completed during the period of July 1 through June 30 of each year. The maximum reimbursement a teacher can receive is the actual dollar amount for six (6) semester or ten (10) quarter hours.

The courses taken must be in one of the following areas:

a. Teacher's field of certification/license, or
b. In the work to maintain/upgrade certification/license, or
c. In the field of education or technology, or
d. In work approved by the LPDC, or
e. In other work approved in advance by the Superintendent

Payment shall be issued by June 30. A teacher must receive a grade of B or better or receive a passing grade in a pass/fail class in order to be eligible for reimbursement if a course is taken. A copy of the grade report and an official receipt from the college, or cancelled check, must be filed with the approval form contained in Appendix F.

This reimbursement is available to teachers with one (1) or more years of teaching experience with the Board and holds a valid teaching certificate/license not including an Alternate Educators License. In order to be eligible for compensation, a teacher must also be employed by the Holgate Local School District for the following teacher contract year (July 1-June 30) unless not employed due to approved sabbatical, approved parental leave, RIF or resignation due to health condition.

I. PROFESSIONAL LEAVE DEVELOPMENT

1. Attendance at any professional meeting must have prior approval of the Board or Superintendent.

2. Attendance at professional meetings may be approved for meetings in one of the following areas:

    a. Teacher's field of certification/license, or
    b. In the work to maintain/upgrade certification/license, or
    c. In the field of education or technology, or
    d. In other work approved in advance by the Superintendent.

3. Reimbursements

    a. $35.00 meal allowance per overnight stay
    b. $100.00 for room per day
    c. Mileage per current IRS rate as of July 1st of each contract year. In the event IRS mileage rate decreases or increases during the contract year, the reimbursement will reflect said decrease or increase.
    d. Registration fees.
    e. Parking, tolls, etc.

(Reimbursements shall be increased during this agreement to reflect any Board Policy increases, but shall not decrease other than IRS rate as designated by the IRS.)

J. LOCAL STAFF DEVELOPMENT

1. There will be $8,000 available annually for staff development activities (no rollover of unspent amount).

2. Twenty-five dollars ($25.00) per hour is to be paid for staff development activities outside of the teacher's contractual workday.

3. The staff development committee is to consist of three (3) teachers and two (2) administrators. Committee functions and limitations shall be reduced to writing in a future negotiation's session.

4. Staff development is voluntary.

5. Staff meetings are not for staff development activities.

6. Part time members will earn $30.00 per hour when asked to work outside of their regularly scheduled hours during the school day (i.e. Professional Development tasks, etc.).

K. SERVICE RECOGNITION RETIREMENT STIPEND

Bargaining unit members who retire from Holgate Local Schools who are qualified for and receive service retirement benefits from STRS will be eligible for a Service Recognition Retirement Stipend. This stipend for eligible participants will be in the amount of $15,000. In order to qualify for the stipend, the member must be in the first year of eligibility for STRS service retirement (with unreduced benefit), and give written notice of their intent to resign for the purpose of retirement to the Superintendent or his/her designee no later than three (3) work days prior to the November regular Board of Education meeting. The effective resignation date for retirement purposes must be for the end of that school year, which includes any or all student days or make up days, and teacher work days for calamity reasons.

The Service Recognition Retirement Stipend will be paid to an IRS Section 403(B) Accumulated Leave Plan as adopted by the Board of Education. The stipend will be in one lump sum and paid by July 15.

ARTICLE X

FRINGE BENEFITS

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

The employee will contribute 14% to the monthly premium of the NBHP Traditional PPO (Access Plus) Plan or Open Care RBP (MedBen). The MedBen Plan will become available during the 2024-2025 Open Enrollment Period.

The employee will contribute 10% to the monthly premium of the NBHP High Deductible Health Plan. Those who elect the High Deductible Plan will be provided with an annual contribution to a Health Savings Plan: $2,400 for a Family Plan, $1,200 for a Single Plan.

B. PAYMENT IN LIEU OF BENEFITS

Any bargaining unit member currently covered under the District's group health insurance plan, or a newly hired bargaining unit member eligible for the District's group health insurance plan, may elect not to be covered by the group insurance plan for the entire year. The employee must declare in writing to the Treasurer that he/she is (a) covered under another insurance plan and (b) elects not to be covered by the District's group health plan. The deadline for currently employed bargaining unit members to declare their intention to opt out is July 1 of each year, and the deadline for newly hired employees is September 1 of the year of hire.

The Board shall pay $1,500 to an employee who opts out of the District's group health plan for the entire year, payable in a lump sum during the first payroll of the succeeding school year through the District's qualified Section 125 Plan. A bargaining unit member who is covered under the group insurance plan as the spouse/dependent of a District employee is not eligible to opt out for the lump sum payment.

In the event of a change in marital status or if an employee's spouse loses his/her present insurance coverage, or other qualifying event, the employee may re-enroll in the District's group insurance plan. Any employee who enrolls or re-enrolls in the District's group insurance plan at any time during the year will no longer be eligible for the in lieu of payment; however, they will receive a pro-rated amount for the number of fully completed months they were not on the District's group insurance plan.

C. ELIGIBILITY, ENROLLMENT AND CHANGES IN INSURED STATUS

All full-time employees are eligible to participate on a yearly basis in the Medical and Dental Insurance Plans sponsored by Holgate Local Schools. Full-time employment is defined as working an average of thirty (30) hours per week or more, in a nine (9) month or longer position.

All employees who are eligible for Medical Insurance will have a one-time open enrollment period from August 1 through October 31 for coverage to begin the first of the month following the completion of an enrollment form. After this time period, those who have not elected to participate are considered ineligible for medical care benefits

and can only gain access to medical insurance following a major life event or by submitting to medical underwriting.

All employees who are eligible for Dental Insurance will have a one-time open enrollment period from September 1 through September 30 for coverage to begin October 1. After this time period, those who have not elected to participate are considered ineligible for dental care benefits and can only gain access to dental insurance following a major life event.

Coverage is effective the first day of the month following the date of employment, if coverage is elected. Upon initial employment, each eligible employee will be offered a 31-day window during which to elect coverage under the medical and/or dental plans. If coverage is not taken during the initial 31-day window, the employee will be ineligible unless one of the following occurs:

a) Marriage,
b) Adoption or acquisition of an eligible dependent child,
c) Loss of medical and/or dental coverage due to a change in the spouse's employment (change in eligibility status, lay-off, termination of employment, or reduction in hours), divorce, legal separation, or death of spouse.

Employees qualifying for coverage due to one of the above major life events will have a 31-day window following the major life event during which to elect coverage under the medical and/or dental plans.

Notwithstanding the above, the Plan's pre-existing condition limitations will apply.

D. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certified employee equal to $50,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

E. DENTAL INSURANCE

The Board shall purchase dental insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 95% of the cost of this program and the bargaining unit member shall pay 5%.

F. VISION INSURANCE

The Board shall purchase vision insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 100% of the cost of the following program:

$10.00 Co-Payment with exams every 12 months, lenses and frames every 24 months.

G. CHANGES IN INSURANCE BENEFITS

The Association and Board agree to maintain all current levels of benefits. If NBHP benefit levels no longer exist or a change in coverage will occur, the Association and Board shall meet to negotiate the impact of the change.

H. TUITION WAIVER

The Board of Education agrees to allow non-resident bargaining unit members who have submitted the appropriate application, the right to have their children attend Holgate Schools tuition free. Application must be submitted by letter to the superintendent by June 10 of each year.

Students will only be accepted if class size enrollment does not exceed accepted levels and additional staff is not required.

Staff members shall be notified, in writing, by August 1 of their acceptance or denial.

I. ACTIVITY PASS

A teacher will be provided a free activity pass to all Holgate Local School District Athletic contests, to be used according to school policy, in exchange for the certified teacher, employed more than ninety (90) days, performing a service at some athletic contest (ticket taker, ticket seller, etc., or any service which would require payment) sometime throughout the school year. The pass would be good during the school year in which the service is performed. The pass will be permanently forfeited upon non-compliance of this exchange.

ARTICLE XI

WORKING CONDITIONS

A. NON-TEACHING DUTIES

1. Student supervision will be provided beyond teachers' dismissal time.

2. Bargaining unit members will not be responsible for the outdoor supervision of students during recesses.

3. Bargaining unit members working directly with teacher aides shall be invited to the interview process before employing an aide, excluding NWOESC aides.

B. TEACHER FACILITIES

In the Elementary and High School sections of the building, where professional staff is employed, office and lounge facilities will be maintained including private restrooms, professional reference materials, equipment and supplies for lesson preparation and instructional use, work tables, chairs, typewriters, photocopy equipment, and other materials necessary to prepare for instruction, will be provided in each section (Elementary and High School).

It is the understanding of both parties that all bargaining unit members, upon request, will receive keys allowing access to their classroom and teacher workroom and will assume responsibility for those keys.

C. SCHOOL CALENDAR/WORK YEAR

1. The parties agree that the work year will be based on one hundred and eighty-three (183) days.

2. Included in the one hundred and eighty-three (183) days, shall be the following:

   a. At the beginning of each school year, a regular schedule of meetings will be distributed to the staff. Reminders will be given three (3) days before each staff meeting.

      One (1) teacher workday with no students in attendance at the beginning of the school year, a second one at the end of the first semester, and a third one at the end of the year. Bargaining unit members may elect to work an additional day prior to the beginning of the school year in lieu of the day at the end of the first semester. The completed Teacher Workday Option Form (Appendix I) must be submitted to the Building Principal.

   b. One hundred and eighty (180) days shall be student contact days.

3. HTA will develop a calendar proposal and submit it to the Superintendent by the first workday in February. The Superintendent will then present the proposed HTA calendar to the Board of Education for its February board meeting for final consideration.

The calendar will provide sufficient hours to account for delays and up to seven (7) calamity days within the legislated Days to Hours transition. On the eighth (8th) calamity day, certified staff will report to the building from 10:00 am to 3:10 pm for a work day. Reporting to work on the eighth (8th) day is at the Superintendent's discretion, in the event that he/she determines that travel conditions in the county are too hazardous. The nineth (9th) calamity day and beyond will be made up by both staff and students in accordance with the make-up days on the District calendar.

This procedure in no way limits the Board's right to revise the school calendar as unforeseen circumstances may demand.

The Superintendent shall have the right to extend the school year to make up the days missed in excess of eight (8) but must discuss options and come to an agreement with the President of the Association before doing so.

D. TEACHING HOURS AND LOAD

1. Length of Workday

The length of workday for members of the bargaining unit shall not exceed seven (7) hours and ten (10) minutes including a lunch period. Bargaining unit members are expected to be at work during designated work hours.

2. Duty-Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute uninterrupted duty-free lunch period.

3. Planning and Conference Time

a. Full-time teachers

Full-time teachers shall be provided a minimum of one (1) planning period per regular day of not less than forty (40) minutes in length.

b. Part-time teachers

Part-time teachers shall have proportionate planning time.

4. Schedules

Bargaining unit members will receive tentative teaching assignments no later than June 15. In order to facilitate planning, bargaining unit members will receive tentative class rosters and teaching schedules for all support personnel by August 5 of each year.

Approximately one-half of the scheduled recess time, exclusive of lunch periods, will be devoted to the intervention of students by bargaining unit members assigned to Grade K-5 positions.

No less than a forty-five minute lunch/recess period will be scheduled for each school day in Grades K-5. The first fifteen minutes of this period, bargaining unit members will remain in the lunchroom and/or with their class in a supervisory capacity.

The principals will schedule time and provide leadership for teachers to collaborate on the testing schedule.

5. Open House

Effective beginning with the 2019-2020 school year, all bargaining unit members will participate annually in Open House for 1.5 hours in exchange for a 1 p.m. early dismissal on the last student day. Should a member need to utilize sick leave during the 1.5 hours of Open House, they will be charged one half (1/2) day of sick leave. All other leaves will follow contract language.

E. INCLUSION

Employees whose duties would be impacted by an IEP and/or Special Needs Student will be provided the opportunity to participate in the development of the IEP and to be present at the IEP conference.

Special training and/or staff development will be provided, as needed, to employees whose duties are impacted by an IEP and/or special needs student. Consideration will be given to accommodate multiple handicapped student(s) in regards to class size, when that student(s) is placed in a regular classroom.

Necessary medical procedures will be conducted and provided by qualified personnel, except in the event of an emergency.

When a physically challenged student and/or student with special needs poses an unnecessary risk or disruption to the educational process, the employee shall have the right to refer the disruptive student to the principal as in compliance with Federal and State Laws and Regulations.

F. PERIOD SUBSTITUTES

Employees who agree to substitute for a bargaining unit member during a planning period or by combining of classes with a minimum of five (5) additional students shall be paid $25.00 per period in the high school and $25.00 per conference period/regularly scheduled class time in the elementary.

To be eligible for payment, the employee must agree to the request of an administrator to substitute, and the employee shall submit a written request for payment to the principal, who will forward it to the Treasurer.

G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee shall be formed for the Holgate Local School District in compliance with the appropriate provisions of the Ohio Revised Code. The rights, benefits, and privileges granted by HB 230 shall be in effect in addition to the following:

The LPDC shall consist of three (3) teachers selected by the Holgate Teachers' Association. The committee shall consist of two (2) administrators selected by the Holgate Board of Education. The LPDC shall meet at least once per semester and/or other times as decided by a majority of the members. The Board shall provide released time for meetings or the members shall be paid a stipend of $25.00 per hour for work performed outside their contractual working hours.

The committee's responsibilities shall include, but not be limited to, approval of Individual Professional Development Plans for certified employees, development and approval of all district or building professional development activities, approval of C.E.U.'s, course work, workshops, in service, or any other activity that could be used for professional growth credit.

H. PRESCHOOL

Preschool will be in room 113 or 121 unless mutually agreed upon by the Board and the Association.

Allowing the self-contained preschool to be housed in the Holgate building will not alter the wages, hours, terms and other conditions of employment for the HTA members.

I. CREDIT FLEXIBILITY PROGRAM

The Teacher of Record Provisions: Teachers responsible for an individual student credit flexibility plan will have the opportunities to consult with and otherwise assist the assigned student on a regular basis. This will be determined during the Credit Flexibility Development Committee meeting for each student plan with the approval of the teacher(s) of record. At no time will the teacher be required to work outside the contracted day unless the teacher volunteers to do so. The teacher shall be responsible for the curriculum and grading of the student.

If the teacher volunteers to work outside the work day, the Teacher of Record will be compensated based on the LPDC rate for all Teacher of Record work/duties outside the Teacher's regular contract day as approved by the High School Principal.

If possible, the approval for compensation related to the Teacher of Record duties outside the contract day will be made at the time the Credit Flexibility Program is approved by the Committee.

A joint high school Credit Flexibility Development Committee (CFDC) shall be established to oversee and review credit flexibility applications from students desiring high school credits under the Credit Flexibility Program. The CFDC shall be made up of the High School Principal, the Teacher(s) of Record, guidance counselor, and a member chosen by the Association. Other participants may be invited to participate as plan/committee needs require, with a maximum of five (5) participants.

CFDC members may submit training for LPDC credit.

Members serving on the CFDC shall receive a stipend that is equal to the negotiated stipend for the LPDC as outlined by the Master Agreement between the parties for all committee work outside the regular day as approved by the High School Principal.

J. THIRD GRADE READING GUARANTEE

An equitable distribution of students on Reading Improvement and Monitoring Plans (RIMP) will be taken into consideration when determining class assignments. Teachers shall have release time to write a RIMP and to conduct parent meetings.

Any teacher who is transferred for any purpose to meet the mandated Third Grade Reading Guarantee or any other State or ESEA mandate must meet the requirements listed in the current Ohio Department of Education's Third Grade Reading Guarantee Guidance Manual.

K. RESIDENT EDUCATOR PROGRAM

1. PURPOSE

The Resident Educator Program is currently a two-year induction program required by the Ohio Department of Education that provides ongoing support to Ohio's new teachers throughout their residency. The duration of the Resident Educator Program is subject to change at any time based upon legislative changes.

2. DEFINITIONS

Resident Educator Program – The two-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to five-year professional educator license.

Mentor – A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

Resident Educator – A Resident Educator is a teacher employed under a Resident Educator License, an alternate Resident Educator License of any type, or a one-year out of state educator license.

Program Coordinator – The Program Coordinator is responsible for planning, implementing, and reporting on the Resident Educator Program; communicating Resident Educator information to any teacher(s) who may be eligible for this program; and registering Resident Educators in the State's CORE system.

3. MENTOR/PROGRAM COORDINATOR

The Program Coordinator and Mentors shall be teachers from the Holgate School District. Both positions will be filled via a posted supplemental position following the Negotiated Agreement guidelines. When coordinating Mentors with Resident Educators, consideration will be given to the subject area and/or grade level of both the Mentor and Resident Educator. Resident Educators and Mentors shall have time to collaborate during the school day. Mentors shall communicate directly with assigned Resident Educators and shall hold all information in strict confidence. All interaction, written or verbal, between the Mentor Teacher and Resident Educator shall be confidential.

The Mentor Coordinator will not be assigned a Mentor except when there are more Resident Educators than the Mentor Program can accommodate based on guidelines established in this Agreement. If there is a dispute between a Mentor and Resident Educator and there are no available Mentors in accordance with guidelines established in this Agreement then the Mentor Coordinator may be an assigned Mentor.

4. RESIDENT EDUCATOR MENTORS

Qualifications – A Resident Educator Mentor must have a minimum of five (5) years of teaching experience and hold a five (5) year professional license or a permanent teaching certificate. A Resident Educator Mentor teacher must attend and complete state-sponsored mentor training. Mentors shall be provided release time to attend said training. All required training will be fully funded by the employer.

Responsibilities – The Resident Educator Mentor may carry out the Resident Educator Program in accordance with the Resident Educator rules, regulations, and guidelines as developed by ODE. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator. The Resident Educator Mentor will be provided release time to observe Resident Educators at least three (3) times per year per Resident Educator. The Resident Educator Mentor will be granted additional release time to observe Resident Educators if requested.

The Resident Educator Program will consist of at least four (4) meetings between August and the end of the school year. All meetings, after the initial meeting, will be held at mutually agreed upon time either before or after school and address topics as they relate to completion of the Resident Educator Program. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee. Serving as Resident Educator Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts towards license renewal. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) to a maximum of two (2) Resident Educators. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.

5. RESIDENT EDUCATOR

Resident Educators are entry level teachers in their first or second year of teaching who holds a Resident Educator license. The Resident Educators shall be included in the OTES process for each Resident Educator and all Evaluations will be conducted according to the Negotiated Agreement. Resident Educators own all tools, evidence, and artifacts completed while participating in the Resident Educator Program. Resident Educator Program documents shall not be collected for use by the employer. All Mentors and Resident Educators shall cooperate, report and collaborate with the Program Coordinator to complete the Resident Educator Program. If a conflict arises between a Mentor and their Resident Educator and cannot be resolved between said parties, then either party may make a one-time annual request to the Program Coordinator for reassignment. The request of change does not require reasons. The

Program Coordinator and the Building Principal shall work cooperatively to make another appropriate assignment.

If a Resident Educator and mentor are reassigned, both parties must continue to abide by the confidentiality rules outlined in this agreement.

The Resident Educator Program and all participants shall follow all required ODE guidelines.

6. PROTECTIONS

The Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program. A Resident Educator Mentor shall be held harmless by the Board in the event the Board non-renews the Resident Educator. If the District does not comply with the Resident Educator program as required by law, the District has the burden of rectifying the situation with ODE for the Resident Educator.

Mentors shall not participate in the evaluation of their assigned Resident Educator. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. All interactions, written or oral, between the Mentor and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet by the Mentor shall constitute ground for immediate removal from his/her role as Mentor. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

Resident Educators shall be provided all due process provisions allowed by the Collective Bargaining Agreement and Ohio Revised Code.

ARTICLE XII

EFFECT AND DURATION

A. MODIFICATION OF AGREEMENT

1. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than twenty (20) days thereafter.

B. SEVERABILITY

The parties agree that should any section(s) of this contract be declared contrary to law by a court of competent jurisdiction, then representatives of the Association and of the board will meet within (30) days to negotiate new language relating to subject matter of the section(s) declared unlawful. All other sections of the contract not specifically declared to be contrary to law shall remain in full force and effect.

C. DURATION OF AGREEMENT

This agreement on base salary, supplemental contracts, index and fringe benefits shall be effective as of September 1, 2024 and continue in effect until August 31, 2027.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries.

Signed:

HOLGATE BOARD OF EDUCATION

Jessica Schuette — Spokesperson — 5-24-24 — Date

Board Representative — 5/24/24 — Date

Board Representative — 5-24-24 — Date

HOLGATE TEACHERS' ASSOCIATION

Catherine A Gray — Spokesperson — May 24, 2024 — Date

Association Representative — May 24, 2024 — Date

Association Representative — May 24, 2024 — Date

Holgate Local School
2024-2025
Salary Schedule **3.00%** **$41,235**

Step	BA	BA +150	MA	MA+15
0	$41,235	$42,843	$45,194	$47,668
	1	1.039	1.096	1.156
1	$42,843	$44,658	$47,214	$49,894
	1.039	1.083	1.145	1.21
2	$44,451	$46,472	$49,235	$52,121
	1.078	1.127	1.194	1.264
3	$46,060	$48,286	$51,255	$54,348
	1.117	1.171	1.243	1.318
4	$47,668	$50,101	$53,276	$56,574
	1.156	1.215	1.292	1.372
5	$49,276	$51,915	$55,296	$58,801
	1.195	1.259	1.341	1.426
6	$50,884	$53,729	$57,317	$61,028
	1.234	1.303	1.39	1.48
7	$52,492	$55,544	$59,337	$63,255
	1.273	1.347	1.439	1.534
8	$54,100	$57,358	$61,358	$65,481
	1.312	1.391	1.488	1.588
9	$55,709	$59,172	$63,378	$67,708
	1.351	1.435	1.537	1.642
10	$57,317	$60,987	$65,399	$69,935
	1.39	1.479	1.586	1.696
11	$58,925	$62,801	$67,419	$72,161
	1.429	1.523	1.635	1.75
12	$60,533	$64,615	$69,440	$74,388
	1.468	1.567	1.684	1.804
13	$62,141	$66,430	$71,460	$76,615
	1.507	1.611	1.733	1.858
14	$63,749	$68,244	$73,481	$78,841
	1.546	1.655	1.782	1.912
15	$65,358	$70,058	$75,501	$81,068
	1.585	1.699	1.831	1.966
20	$66,966	$71,873	$77,522	$83,295
	1.624	1.743	1.88	2.02
23	$68,574	$73,687	$79,542	$85,521
	1.663	1.787	1.929	2.074
27	$70,182	$75,501	$81,563	$87,748
	1.702	1.831	1.978	2.128
30	$71,790	$77,316	$83,583	$89,975
	1.741	1.875	2.027	2.182

Holgate Local School
2025-2026
Salary Schedule **3.00%** **$42.472**

Step	BA	BA+150	MA	MA+15
0	$42,472	$44,128	$46,549	$49,098
	1	1.039	1.096	1.156
1	$44,128	$45,997	$48,631	$51,391
	1.039	1.083	1.145	1.21
2	$45,785	$47,866	$50,712	$53,685
	1.078	1.127	1.194	1.264
3	$47,441	$49,735	$52,793	$55,978
	1.117	1.171	1.243	1.318
4	$49,098	$51,604	$54,874	$58,272
	1.156	1.215	1.292	1.372
5	$50,754	$53,472	$56,955	$60,565
	1.195	1.259	1.341	1.426
6	$52,411	$55,341	$59,036	$62,859
	1.234	1.303	1.39	1.48
7	$54,067	$57,210	$61,117	$65,152
	1.273	1.347	1.439	1.534
8	$55,723	$59,079	$63,198	$67,446
	1.312	1.391	1.488	1.588
9	$57,380	$60,947	$65,280	$69,739
	1.351	1.435	1.537	1.642
10	$59,036	$62,816	$67,361	$72,033
	1.39	1.479	1.586	1.696
11	$60,693	$64,685	$69,442	$74,326
	1.429	1.523	1.635	1.75
12	$62,349	$66,554	$71,523	$76,620
	1.468	1.567	1.684	1.804
13	$64,005	$68,423	$73,604	$78,913
	1.507	1.611	1.733	1.858
14	$65,662	$70,291	$75,685	$81,207
	1.546	1.655	1.782	1.912
15	$67,318	$72,160	$77,766	$83,500
	1.585	1.699	1.831	1.966
20	$68,975	$74,029	$79,847	$85,794
	1.624	1.743	1.88	2.02
23	$70,631	$75,898	$81,929	$88,087
	1.663	1.787	1.929	2.074
27	$72,287	$77,766	$84,010	$90,381
	1.702	1.831	1.978	2.128
30	$73,944	$79,635	$86,091	$92,674
	1.741	1.875	2.027	2.182

Holgate Local School
2026-2027
Salary Schedule **2.5%** **$43,534**

Step	BA	BA+150	MA	MA+15
0	$43,534	$45,232	$47,713	$50,325
	1	1.039	1.096	1.156
1	$45,232	$47,147	$49,846	$52,676
	1.039	1.083	1.145	1.21
2	$46,930	$49,063	$51,979	$55,027
	1.078	1.127	1.194	1.264
3	$48,627	$50,978	$54,113	$57,378
	1.117	1.171	1.243	1.318
4	$50,325	$52,894	$56,246	$59,728
	1.156	1.215	1.292	1.372
5	$52,023	$54,809	$58,379	$62,079
	1.195	1.259	1.341	1.426
6	$53,721	$56,725	$60,512	$64,430
	1.234	1.303	1.39	1.48
7	$55,419	$58,640	$62,645	$66,781
	1.273	1.347	1.439	1.534
8	$57,116	$60,556	$64,778	$69,132
	1.312	1.391	1.488	1.588
9	$58,814	$62,471	$66,912	$71,483
	1.351	1.435	1.537	1.642
10	$60,512	$64,387	$69,045	$73,833
	1.39	1.479	1.586	1.696
11	$62,210	$66,302	$71,178	$76,184
	1.429	1.523	1.635	1.75
12	$63,908	$68,218	$73,311	$78,535
	1.468	1.567	1.684	1.804
13	$65,606	$70,133	$75,444	$80,886
	1.507	1.611	1.733	1.858
14	$67,303	$72,049	$77,577	$83,237
	1.546	1.655	1.782	1.912
15	$69,001	$73,964	$79,711	$85,588
	1.585	1.699	1.831	1.966
20	$70,699	$75,880	$81,844	$87,938
	1.624	1.743	1.88	2.02
23	$72,397	$77,795	$83,977	$90,289
	1.663	1.787	1.929	2.074
27	$74,095	$79,711	$86,110	$92,640
	1.702	1.831	1.978	2.128
30	$75,792	$81,626	$88,243	$94,991
	1.741	1.875	2.027	2.182

APPENDIX B
Holgate Local School -Supplemental Salary Schedule
Experience Scale

0 Years	1.00	13-16	1.60
1-2	1.10	17-20	1.70
3-4	1.20	21-24	1.80
5-6	1.30	25-28	1.90
7-8	1.40	29-	2.00
9-12	1.50		

Athletics

Athletic Director	15.0
Athletic Event/Ticket Manager	10.0
Varsity H	0.75

Fall Supplementals

Football Head	13.0
Football JV/Asst.	8.5
Football Freshman/Asst.	7.0
Football Jr. High	4.5
Golf	10.0
Volleyball Head	10.0
Volleyball JV/Asst.	6.5
Volleyball 7th Grade	4.5
Volleyball 8th Grade	4.5
Volleyball 7th/8th Grade	6.5
Cross County Head	10.0
Cross Country Asst.	6.5
Cross Country Jr. High	4.5

Winter Supplementals

Basketball Head Boys	13.0
Basketball JV/Asst. Boys	8.5
Basketball Freshman/Asst. Boys	7.0
Basketball 8th Grade Boys	4.5
Basketball 7th Grade Boys	4.5
Basketball 7th/8th Boys	6.5
Basketball Head Girls	13.0
Basketball JV/Asst. Girls	8.5
Basketball Freshman/Asst. Girls	7.0
Basketball 8th Grade Girls	4.5
Basketball 7th Grade Girls	4.5
Basketball 7th/8th Girls	6.5
Gymnastics HS	6.0
Archery	4.5
Asst. Archery	3.0

Spring Supplementals

Track Head	10.0
Track Asst.	6.5
Track Asst. (JH/HS)	5.5
Track Jr. High	5.0
Baseball Head	10.0
Baseball Asst.	6.5
Softball Head	10.0
Softball Asst.	6.5

Cheerleading

Cheerleading HS Football & Basketball	10.0
Cheerleading HS Football	5.0
Cheerleading HS Basketball	5.0
Cheerleading HS Competition	3.0
Cheerleading JH Football & Basketball	4.0
Cheerleading JH Football	2.0
Cheerleading JH Basketball	2.0
Cheerleading JH Competition	1.0

Extracurricular/Cocurricular

Band Director	13.0
Director of Band Auxiliary Unit (minimum of 5 participants)	4.5
HS Chorus	3.5
Musical Director	6.5
Asst. Musical Director	2.0
Visual Arts	2.0
Freshman Class Advisor	1.5
Sophomore Class Advisor	1.5
Junior Class Advisor	4.5
Senior Class Advisor	3.0
National Honor Society	2.0
HS Student Council	4.0
MS Student Council	2.0
HS Quiz Bowl	3.0
MS Quiz Bowl	1.5
MS Camp Coordinator	3.0
Mentor Coordinator	
0 teachers	0.5
1-3 teachers	1.75
4-6 teachers	2.0
7+	2.5
Resident Educator Mentor	2.5

APPENDIX B CONTINUED

Supplemental Salary Continued

1. The Board of Education will determine which contracts to award, with input from the Athletic Director, High School Principal and Superintendent, based on appropriate number of student participants.

2. Bargaining unit members shall not evaluate bargaining unit members. This shall not prevent bargaining unit members from evaluating their programs, or providing input to the Administration, as is the case with the Athletic Director whose responsibilities include direction of coaching staff.

3. Years of experience is defined as experience in a school district in an equivalent supplemental position in which one is applying. Prior to Board approval, the employee must provide proof of experience from school district administration and submit documentation to the Central Office for verification. Starting with the 2024-2025 school year, current employees who provide said documentation will be granted years of experience as defined above moving forward.

APPENDIX C

Holgate Local School Non-OTES Teacher Evaluation Form

Date_____ Certified Employee_____ Class_____

- The certified employee may be asked to complete the pre-observation form provided at least one working day prior to the observation. The pre-observation form is optional and is not required to be completed by the certified employee.
  Plan for Improvement must be completed by the evaluator any time a staff member receives a rating of developing or unsatisfactory.
- Certified employees may attach additional comments to any evaluation.

Ratings: Satisfactory, Developing, Unsatisfactory and Not Applicable / Not Observed.

I. Preparation and Planning	**Satisfactory**	**Developing**	**Unsatisfactory**	**Not Applicable / Not Observed**
Plans appropriate instructional goals and objectives for lessons.				
Plans instruction and student assessment based on an in-depth understanding of the content, curriculum, and/or state standards.				
Plans and adapts instruction for all types of learners and their individual needs.				
Demonstrates knowledge of content area and instructional strategies.				

Comments:

II. Learning Environment	Satisfactory	Developing	Unsatisfactory	Not Applicable Not Observed
Establishes and maintains consistent standards for classroom behavior.				
Makes the classroom safe and conducive to learning.				
Creates a climate that promotes fairness and mutual respect.				
Establishes and maintains rapport with students.				

Comments:

III. Instructional Methods	Satisfactory	Developing	Unsatisfactory	Not Applicable / Not Observed
Uses appropriate assessments to determine student mastery of content and to make instructional decisions.				
Communicates student achievement and progress to students, parents and appropriate others.				
Reflects on teaching practice through careful examination of classroom evaluation and assessments.				
Uses effective classroom strategies that utilize higher order thinking, problem solving and creativity.				
Provides learning experiences that actively engage students.				

Comments:

IV. Professional Responsibility	Satisfactory	Developing	Unsatisfactory	Not Applicable/ Not Observed
Contributes to professional relationships and actively participates in school-wide initiatives.				
Engages in on going professional development.				
Abides by written administrative policies and procedures as stipulated in board policies, administrative procedures and other currently written regulations.				
Utilizes available technology when considered appropriate by the teacher/certified employee.				
Maintains accurate and appropriate records.				
Maintains professional and ethical behavior,				

Comments:

	Satisfactory	Developing	Unsatisfactory
Final Evaluation Rating			

Areas of Strengths / General Comments:

The signatures below verify that this evaluation has been discussed with the certified employee.

Evaluator _____ Date _____

Certified Employee _____ Date _____

Third Party _____ Date _____

Non-OTES Pre-Observation Form

(This form is voluntary and not required for the evaluation process.)

Employee: _____

Evaluator: _____

Date of Observation: _____

Class being observed: _____

Briefly describe the lesson to be presented today.

Is there anything you would especially like me to notice or any feedback you would like me to provide for this lesson?

HOLGATE LOCAL SCHOOL

Non-OTES Plan for Improvement

Note: A plan for improvement must occur any time a certified employee receives a rating of developing or unsatisfactory for any of the criteria listed on the certified employee evaluation form. Items 1 through 3 must be completed by evaluator. Item 4 must be completed by the certified employee and the evaluator.

Certified Employee _____ Grade Level _____ Date _____

1. Specific criteria from the evaluation instrument where the certified employee received a rating of developing or unsatisfactory.

2. Specific plan for improvement and assistance to be provided as prescribed by the evaluator.

3. Means and methods and/or resources certified employee may utilize to develop necessary skills.

4. Timeline established by the evaluator and certified employee. Must allow 40 work days for improvement.

Evaluator _____ Date _____

Certified Employee _____ Date _____

Documented Record of Progress:

APPENDIX D

GRIEVANCE FORM

Grievance # _____ _____ School District

Distribution of Form: 1. Superintendent 2. Principal 3. Association 4. Employee

GRIEVANCE REPORT

Step 1

Submit to Principal or Immediate Supervisor in Duplicate

_____

Building Assignment Name(s) of Grievant(s) (Teacher, Group of Teachers, or Association) Date Filed

A. Date Cause of Grievance Occurred _____

B. Date of Informal Grievance Meeting (Optional) _____

C. 1. Statement of Grievance (List specific section of Agreement violated). _____

_____

2. Relief Sought _____

_____

_____

(If additional space is needed in reporting Sections C1 & C2, attach an additional sheet)

_____

Signature Date

D. Disposition by Principal or Immediate Supervisor _____

_____

_____

_____

Signature of Principal or Immediate Supervisor Date

E. Position of Grievant and/or Association _____

_____

_____

Signature Date

STEP II

A. Date received by Superintendent or Designee_____

B. Disposition of Superintendent or Designee_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____
Signature Date

STEP III

A. Date submitted to Arbitration_____

B. Disposition and Award of Arbitrator_____

_____

_____

_____

_____

_____
Signature of Arbitrator Date

APPENDEX E
FMLA Request Form

I request an FMLA leave of absence from _____ (date) to _____ (date) for the following reason:

_____ for the birth of my child and/or to care for the newborn child;
_____ for the placement of a child with me for adoption or foster care;
_____ to care for my (circle one): spouse, child, or parent with a serious health condition;
_____ because my own serious health condition makes me unable to perform one of the essential functions of my job.

Please check any options that apply below:

_____ (1) I wish for this leave to be taken unpaid under the provisions of the Federal Family and Medical Leave Act even though I have qualified sick leave available.

_____ (2) I wish for this leave to be taken in part _____ # of days for contractually qualifying paid sick leave and _____ # of days for unpaid FMLA.

_____ (3) Any qualifying exigency arising out of the fact that my spouse, son, daughter, or parent is a covered military member on covered active duty;

_____ (4) To care for a covered service member with a serious injury or illness and the covered service member is my spouse, son, daughter, or parent or next-of-kin.

_____ _____
Employee Signature Date Request Submitted

APPENDIX E CONTINUED
Employer Response to Employee

Request for FMLA

Date: _____

To: _____

From: _____

On _____, you notified us that you needed to take family/medical leave due to: _____

_____

You notified us that you need this leave beginning on _____ and that you expect leave to continue until on or about _____.

You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12 month rolling calendar period of each year measured forward from the date your FMLA leave first begins for the reason listed above. Also, your health benefits must be maintained during any period of paid/unpaid sick leave and/or unpaid FMLA leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave.

This is to inform you that:

1. You _____ are eligible ____ are not eligible for leave under the FMLA.

2. The requested leave ___will ___will not be counted against your annual FMLA leave entitlement.

3. You ___will be required ____ will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____or we may delay the commencement of your leave until the certification is submitted.

APPENDIX F

TUITION REIMBURSEMENT

I am submitting the attached grade report from the college or university with an official receipt or cancelled check as proof I have taken a course(s) in one of the following areas: (please check all that apply)

____ Teacher's field of certification/license

____ In the work to maintain/upgrade certification/license

____ In the field of education or technology

____ In work approved by the LPDC

____ In other work approved in advance by the Superintendent

_____

Signature Date

(Please attach receipt to this form)

APPENDIX G

INCIDENT REPORT FORM

Elementary _____ Middle School _____ High School _____

Instructions: Complete and submit copies to your building administrator after an incident has occurred. Retain a copy for your records.

Employee Name/Position _____ Today's Date_____

Date incident occurred _____

Does the incident involve: Students? Y N Staff? Y N Other(s) Y N

Police report filed? Y N N/A

Location where incident occurred (Please be specific.) _____

_____

_____

Person(s) committing the incident _____

_____

Report of incident (Please be specific, attaching additional pages as needed and including names of witnesses.)

_____

_____

_____

_____

_____

_____

_____

Employee Signature _____

Principal (or Designee) Signature of Receipt of Form _____

Date Received_____

Teachers turn form in to Association President

APPENDIX H

ASSAULT LEAVE REQUEST

Name of Employee _____ Teaching Assignment_____

Home Address _____

Date/Time of Assault _____ Location of Assault_____

Name of Administrator to Whom Assault was Reported _____

Limited to a maximum of ten (10) days unless additional time is granted by the Superintendent.

See attached completed Incident Report Form

_____ _____
Signature of Employee Date

_____
Received by Building Administrator

_____ _____
Approved by Superintendent Date

_____ _____
Not Approved by Superintendent Date

If sick leave was used, please provide dates of absence. _____

Attach:

- ☐ Copy of Incident Report Form
- ☐ A written medical report shall be filed by a licensed physician stating the nature of the disability and its duration with the Superintendent.

APPENDIX I
Teacher Workday Option Form

Holgate Local School

Contract Language:

Bargaining unit member may elect to work an additional day prior to the beginning of the school year in lieu of the day at the end of the first semester.

General Guidelines:

All optional workdays will be completed between the first day in August when the building administrative/secretarial staff are present, until the day prior to Teacher Work Day.

Workdays will follow the regular daily time schedule.

Two half days may be substituted for one full day. 8:00 a.m. – 11:30 a.m. or 11:30 a.m. – 3:10 p.m.

I have chosen to use the optional teacher workday on:

August _____ Beginning Time: _____

Ending Time: _____

_____

Teacher Signature Date

_____

Building Principal Date

Holgate Local School **APPENDIX J**
OTES 2.0 Walkthrough Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Teacher connects lesson to real-life applications
☐ Learning outcomes and goals are clearly communicated to students	☐ Information is presented in multiple formats
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Instruction and lesson activities are accessible and challenging for students
☐ Content presented is accurate and grade appropriate	☐ Teacher provides students with timely and responsive feedback
☐ Lesson content is linked to previous and future learning	☐ Routines support learning goals and activities
☐ Classroom learning environment is safe and conducive to learning	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:	
☐ Focus for Learning	☐ Classroom Environment
☐ Knowledge of Students	☐ Assessment of Student Learning
☐ Lesson Delivery	☐ Professional Responsibilities

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

This Memorandum of Understanding is entered into by the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **HOLGATE TEACHERS' ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from September 1, 2024 through August 31, 2027; and

WHEREAS, the Board is responsible for standards-based teacher and school counselor evaluation policies which conform to the framework for evaluation of teachers and school counselors as approved by the State Board of Education (codified under sections 3319.111, 3319.111(A) and 3319.112 of the Ohio Revised Code) and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES 2.0") and the Ohio School Counselor Evaluation System ("OSCES") until a successor agreement is negotiated; and

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

I. OHIO TEACHER EVALUATION SYSTEM

A. <u>OHIO TEACHER EVALUATION SYSTEM</u>

For OTES 2.0 teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in the Memorandum of Understanding attached hereto as Appendix "K", which has been mutually developed by both parties. This teacher evaluation system has been developed in consultation with the HTA and the Board. All matters contained within this Memorandum of Understanding shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Standards-Based Teacher Evaluation System must be bargained prior to implementation to the extent required by law.

B. STATEMENT OF PURPOSE: A standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education shall be implemented as set forth herein. The Board adopts the OTES 2.0 model as approved by the State Board of Education. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance, professional growth, and provide the greatest opportunity for student learning as well as promotion and retention decisions for teachers. This teacher evaluation system shall be implemented as set forth herein.

C. DEFINITIONS OF A TEACHER:

The teacher evaluation procedure contained in this section applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spends at least fifty percent (50%) of their employed time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty percent (50%) of their employed time providing student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty percent (50%) of their employed time providing student instruction.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their employed time providing student instruction.

5. Teachers who do not meet the above criteria will be evaluated utilizing the evaluation procedures in the OTES/OSCES exempt section of the CBA using the same timelines and frequency for statutorily defined teachers set forth herein.

6. This system does not apply to the Superintendent, administrators, teacher supplemental contracts, or teachers employed as daily substitutes or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) providing student instruction.

D. TEACHER EVALUATION COMMITTEE

A Teacher Evaluation Committee shall be created consisting of representatives from the Administration and the Association for the purpose of determining HQSD that demonstrates student learning attributable to a teacher and is used as evidence in teacher performance evaluations. At a minimum, the committee shall convene when revisions to the law necessitate, upon revision or replacement of ODE forms, and/or at the end of each year to review the teacher and school counselor evaluation Memorandum of Understanding and make recommendation(s) to the Board of Education and HTA. Any revisions to this Memorandum is subject to ratification by both parties prior to implementation.

1. This committee shall be comprised of three (3) Administrators, including the Superintendent, and up to three (3) members appointed/elected by the Association. All decisions and/or recommendations of the committee shall be reached through consensus.

2. Members of the committee shall receive training in all aspects of OTES 2.0, the Standards for the Teaching Profession and HQSD, prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

3. The committee shall be chaired by a committee member from the Association and a committee member from the Administration.

4. At each meeting, the committee shall select an individual to act as the official scribe for that meeting. All notes and official minutes will be shared via email with the members of the committee, the Association President and Superintendent following each meeting.

5. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work or training and committee meetings held outside of the contractual workday shall be paid at the professional development hourly rate in the CBA.

E. **EVALUATORS:**

1. Evaluating administrators must receive and maintain teacher evaluation training.

2. The teacher will be notified of his/her assigned evaluator within 10 working days following the beginning of the school year. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.

3. The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Holgate School District. The Administrator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

F. **DEFINITIONS**:

1. Ohio Teacher Evaluation System (OTES 2.0): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

2. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the

evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

3. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. Evaluation Factors: The walkthroughs, observations, evidence and other components required by ORC to be used in the teacher evaluation procedure.

5. Teacher Performance: The assessment of a teacher, during the evaluation cycle. Teacher performance results are reported based on the OTES 2.0 Teacher Evaluation Rubric.

6. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed by the Teacher Evaluation Committee, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

7. Evaluation Rating: Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher. The final holistic evaluation rating, that is based upon a preponderance of the evidence assigned to a teacher based on a holistic review of all evaluation factors that are aligned to the Ohio Standards for the Teaching Profession and conducted pursuant to Ohio Law and the terms of this agreement. The final holistic evaluation rating shall be "Accomplished," "Skilled," "Developing," or "Ineffective." The final holistic evaluation 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.

8. Evaluation Instruments: The forms used by the teacher's evaluator shall be the forms designated by the Ohio Department of Education and the locally developed forms agreed to between the parties and attached to the negotiated agreement. The forms to be utilized in the evaluation process are attached hereto as Exhibit A. The parties acknowledge and understand that some of these forms may be revised and/or replaced by ODE or the committee. In the event ODE should revise/replace any of these forms, the Teacher Evaluation Committee shall meet to discuss the utilization and distribution of the forms.

9. Ohio Evaluation Systems (OhioES): The method used by the District to electronically report to ODE the aggregate final holistic teacher evaluation ratings.

10. Teacher(s) of Record:

    a. Is/Are responsible for assigning the grade to the student.
    b. Is/Are required to have the proper credentials to teach the particular subject for which s/he has been designated "teacher(s) of record(s)".
    c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course: Minimum of 51% co-teaching.

11. Linkage: The process of connecting the teacher(s) of record (based upon above definition) to a student's and/or intervention for a student or defined group of students on a specific subject and/or grade level.

12. Evidence: Information collected by the evaluator and/or optional information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. 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.

13. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on area(s) identified in the teacher's observations and/or evaluation (Appendix M)

14. Improvement Plan: A detailed, written plan developed by the evaluator, utilized solely when a teacher receives an evaluation rating of Ineffective. (Appendix O)

15. Walkthrough: Informal observations of three (3) to fifteen (15) consecutive minutes with an emphasis on identified focused areas.

G. EVALUATION PROCESS/TIMELINES:

1. No teacher shall be evaluated more than once annually.

2. The evaluation cycle will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.

3. Each teacher being evaluated shall complete and submit the OTES 2.0 Professional Growth Plan form to their assigned evaluator at the first scheduled preconference meeting if not before.

4. The formal observations will be announced. Under no circumstances shall a teacher's contract be non-renewed or terminated for poor performance unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.

a. The first holistic, the second focused, and third focused formal observations shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed.

b. If for any reason due to a teacher's absence the evaluation timelines cannot be adhered to, a mutual agreement between the Board and Association will determine how the evaluation will proceed.

c. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation.

5. The timeline for teachers being observed three (3) times shall be:

a. First (1st) post-observation conference held on or before November 30th.

b. Second (2nd) post-observation conference held on or before February 20th.

c. Third (3rd) post-observation conference held on or before April 15th.

d. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

6. In any year when the Board does not intend to non-renew, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.

a. The first holistic and second focused formal observations will be announced. The first formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed.

b. If for any reason due to a teacher's absence the evaluation timelines cannot be adhered to, a mutual agreement between the Board and the Association will determine how the evaluation will proceed.

c. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation.

7. The timeline for teachers being observed two (2) times shall be:

a. First (1st) post-observation conference held on or before December 15th.

b. Second (2nd) post-observation conference held on or before May 1.

c. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

8. Any teacher who received a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years. Any teacher who received a rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years. In any year a teacher is not formally evaluated (less frequent observation) as a result of receiving a "Skilled" or "Accomplished" rating on that teacher's most recent evaluation, that teacher shall receive one observation and a post-conference. This does not preclude the assigned evaluator from completing the full evaluation process in the off year if deemed necessary.

9. Teachers who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting in the school year of retirement shall be exempt from the OTES 2.0 evaluation process.

10. The OTES 2.0 evaluations will conform to the evidence-based process and other teacher's names will not be used.

11. Observations shall not be scheduled the day before or after a holiday, or a scheduled break.

H. WALKTHROUGHS:

1. A walkthrough shall be at least three (3) consecutive minutes but not more than fifteen (15) consecutive minutes in duration.

2. An evaluator may perform no more than two (2) walkthroughs per semester. One walkthrough will be focused and announced.

3. The agreed-upon written Walkthrough Form Appendix J will be given to the teacher within three (3) work days after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible. Focused walkthroughs are announced and all other walkthroughs are unannounced.

I. SUBMISSION OF EVALUATION RATINGS:

The District will report the aggregate final holistic teacher evaluation ratings as stipulated by the Ohio Department of Education. For OhioES Reporting Process, the District will manually enter performance ratings to determine the Final Holistic Rating.

J. USE OF HIGH-QUALITY STUDENT DATA

"High-Quality Student Data" means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education's approved student assessments or other locally determined measures approved by the Teacher Evaluation Committee.

At least two (2) measures of HQSD will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this system. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

K. TRAINING:

Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within thirty (30) days of employment with the District.

L. PROFESSIONAL GROWTH PLANS OR IMPROVEMENT PLANS:

Based upon the results of the annual teacher evaluation at the end of the school year, each teacher must develop either a professional growth plan or professional improvement plan at the beginning of the next school year.

1. Teachers who earn a Final Holistic Rating of Accomplished must submit a self-directed Professional Growth Plan to their evaluator with at least one goal and choose their credentialed evaluator from the Board approved list for the next evaluation cycle.

2. Teachers who earn a Final Holistic Rating of Skilled must develop a Professional Growth Plan with at least one goal with a credentialed evaluator from the Board approved list. The teacher will have input on the selection of a credentialed evaluator for the next evaluation cycle.

3. Teachers who earn a Final Holistic Rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. This plan must include at least one goal.

4. Teachers who earn a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the credentialed evaluator assigned by the Superintendent from the Board approved list for the next evaluation cycle.

5. An evaluator retains the discretion to place a teacher on an Improvement Plan at any time based on any component marked "ineffective" on the Teacher Performance Evaluation Rubric.

N. RETENTION/PROMOTION DECISIONS:

1. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. Teachers with the same holistic evaluation ratings shall be deemed comparable.

2. Nothing in this teacher evaluation system will preclude the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract regardless of the teacher's final holistic rating as provided by law 3319.11 of the Ohio Revised Code and the terms of the Collective Bargaining Agreement in effect between the Board of Education and the Holgate Teachers' Association.

II. OHIO SCHOOL COUNSELOR EVALUATION SYSTEM

A. OHIO SCHOOL COUNSELOR EVALUATION SYSTEM

For OSCES employees, the District will utilize the Standards-Based School Counselor Evaluation System set forth in the Memorandum of Understanding attached hereto as Appendix "K" which has been mutually developed by both parties. All matters contained within this Memorandum shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Standards-Based School Counselor Evaluation System must be bargained prior to implementation to the extent required by law.

B. STATEMENT OF PURPOSE

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.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

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.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Holgate Teachers' Association (HTA), and in all extensions and renewals thereof.

C. DEFINITIONS

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

2. School Counselor: For purposes of this policy, "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.

   School counselors who do not meet the above criteria will be evaluated utilizing the evaluation procedures in the OTES/OSCES exempt section of the CBA using the same timelines and frequency for statutorily defined teachers set forth herein.

3. 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.

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

4. 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 collaboratively with the school counselor and the evaluator. 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).

5. Evaluation Framework: The standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with 3319.113 of the Ohio Revised Code.

6. Evaluation Instructions: The process and forms used by the school counselor's evaluator shall be the forms designated by the Ohio Department of Education and the locally developed forms agreed to between the parties and attached to the negotiated agreement. The forms to be utilized in the evaluation process are attached hereto as Appendix P for informational purposes only. The parties acknowledge and understand that some of these forms may be revised and/or replaced by ODE or the committee. In the event ODE should revise/replace any of these forms, the Teacher Evaluation Committee shall meet to discuss the forms, as well as the utilization and distribution of the forms.

7. Evaluation Procedure: The procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of school counselors developed under 3319.113 of the Ohio Revised Code.

8. Evaluation Rating: 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.

9. 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.

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

D. EVALUATION PROCESS/TIMELINES

1. No school counselor shall be evaluated more than once annually.

2. The evaluation will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th.

3. Each school counselor being evaluated shall complete and submit the OSCES Professional Growth Plan/Improvement Plan form to their assigned evaluator at the first scheduled preconference meeting if not before.

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

   a. The formal observations will be announced. Under no circumstances shall a school counselor's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.

   b. The formal observations shall be preceded by a conference between the evaluator and the school counselor prior to the observation in order for the school counselor to explain lesson plans and/or objectives for the observation.

   c. All post-observation conferences shall be held between the evaluator and the school counselor no longer than ten (10) work days after the observation.

5. The timeline for school counselors being observed three (3) times shall be:

   a. First (1st) post-observation conference held on or before November 30th.

   b. Second (2nd) post-observation conference held on or before February 20th.

   c. Third (3rd) post-observation conference held on or before April 15th.

   d. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the school counselor and a conference shall be held between the school

counselor and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the school counselor for signing. The school counselor's signature cannot be construed as evidence that the school counselor agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the school counselor refused to sign the evaluation, a third party may sign the evaluation to signify that the school counselor has seen the evaluation. The school counselor shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

6. In any year when the Board does not intend to non-renew, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.

   a. The formal observations will be announced. The formal observations shall be preceded by a conference between the evaluator and the school counselor prior to the observation in order for the school counselor to explain lesson plans and/or objectives for the observation.

   b. All post-observation conferences shall be held between the evaluator and the school counselor no longer than ten (10) workdays after the observation and/or interview after an unannounced observation.

7. The timeline for school counselors being observed two (2) times shall be:

   a. First (1st) post-observation conference held on or before December 15th.

   b. Second (2nd) post-observation conference held on or before May 1.

   c. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the school counselor and a conference shall be held between the school counselor and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the school counselor for signing. The school counselor's signature cannot be construed as evidence that the school counselor agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the school counselor refused to sign the evaluation, a third party may sign the evaluation to signify that the school counselor has seen the evaluation. The school counselor shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

8. School counselors who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting of the school year of retirement shall be exempt from the OSCES evaluation process.

9. The OSCES evaluations will conform to the evidence-based process and other teacher's or school counselor's names will not be used.

10. Observations shall not be scheduled the day before or after a holiday, or a scheduled break.

11. 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.

12. 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.

E. WALKTHROUGHS

1. A walkthrough shall be at least three (3) consecutive minutes but not more than ten (10) consecutive minutes in duration.

2. An evaluator may perform no more than two (2) walkthroughs per semester unless otherwise provided in a school counselor's growth or improvement plan.

3. The walkthrough will not be conducted when school counselors are engaged in counseling activities that require confidentiality.

4. The agreed-upon written Walkthrough Form, Appendix J, will be given to the school counselor within three (3) work days after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible. Walkthroughs are unannounced.

F. SUBMISSION OF EVALUATION RATINGS

The Superintendent will report the aggregate final, summative school counselor evaluation ratings as stipulated by the Ohio Department of Education. For eTPES Reporting Process, Option 3 shall be utilized by the Board.

G. ASSESSMENT OF STUDENT METRICS

The school counselor and evaluator in collaboration 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 determined before the start of the evaluation cycle.

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.

H. FINAL EVALUATION PROCEDURES

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.

I. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual evaluations at the end of the school year, each school counselor must develop either a Professional Growth Plan or Professional Improvement Plan at the beginning of the next school year.

1. School counselors who earn a Final Summative Rating of Accomplished must develop a Professional Growth Plan with a minimum of two (2) goals and choose their credentialed evaluator from the Board-approved list for the next evaluation cycle.

2. School counselors who earn a Final Summative Rating of Skilled must develop a Professional Growth Plan with a minimum of two (2) goals collaboratively with a credentialed evaluator from the Board-approved list. The school counselor will have input on the selection of a credentialed evaluator for the next evaluation cycle.

3. School counselors who earn a Final Summative Rating of Developing must comply with a Professional Growth Plan with a minimum of two (2) goals developed by the credentialed evaluator assigned by the Superintendent/designee from the Board-approved list for the next evaluation cycle.

4. School counselors who earn a Final Summative Rating of Ineffective must comply with an Improvement Plan developed by the credentialed evaluator who is assigned by the Superintendent/designee from the Board-approved list for the next evaluation cycle.

J. RETENTION AND PROMOTION DECISIONS

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/nonrenewal of poorly performing school counselors.

1. Seniority shall not be the basis for a decision to retain a school counselor, except when a making a decision between school counselors who have comparable evaluations.

2. Nothing in this school counselor evaluation system will preclude the Board from exercising its rights to non-renew, terminate, or suspend a school counselor's contract regardless of the school counselor's summative rating as provided by law 3319.11 of the Ohio Revised Code and the terms of the Collective Bargaining Agreement in effect between the Board of Education and the Holgate Teachers' Association.

This MOU and the OTES/OSCES processes are subject to the grievance procedure and are attached to the Master Agreement.

This Memorandum will remain in effect until a successor agreement is negotiated.

IN WITNESS WHEREOF, the duly authorized representatives of the **HOLGATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **HOLGATE TEACHERS' ASSOCIATION** have executed this Memorandum of Understanding on the dates opposite their signatures.

Association President	Date	Superintendent	Date
Bargaining Chair	Date	Board President	Date

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, teacher 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.

Teacher Name: _____ Date: _____

Evaluator: _____ Period/Time: _____

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
DOMAIN	COMPONENT				
		INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISTED
1. FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible sources of Evidence:* *pre-conferences,* *artifacts,* *portfolios,* *analysis of student data,* *lesson plans,* *student surveys,* *common assessments*	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	☐ The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	☐ The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	☐ The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	☐The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). ☐The teacher plans for the facilitation of developmentally appropriate student data collection and strategies

					to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	☐The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	☐ The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	☐ The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	☐The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communication the connections to students -among lesson content, other disciplines and/or real-world experiences. The teacher 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.
	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					
2. KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction Standard 6: Collaborations and Communication) *Possible Sources of Evidence:* *analysis of student data, pre-conference artifacts, student surveys*	Planning Instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	☐ The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	☐ The teacher's instrumental plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	☐ The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	☐ The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
Evidence					

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAIN	COMPONENT				
		INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
3. LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaborations and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	Communication 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 strategies. There is no student engagement. ☐The teacher does not give students feedback.	☐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 limit content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson. ☐Feedback to students is general, occasional or limited and may not always support student learning.	☐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'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.	☐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 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.
	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 see challenges.
	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. ☐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.	☐Learning is primarily teacher directed. Students participate in whole class learning activities. ☐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.	☐Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. ☐Teacher gives	☐Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning

				opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	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					
DOMAIN	COMPONENT				
		INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
4. CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)	Classroom routines and procedures Element 5.5	☐The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a	☐He teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss	☐The teacher consistently uses routines, procedures and transitions that effectively maximize instructional	☐The teacher and students have collaboratively established consistent use of routines,

Possible Sources of Evident: *pre-conference,* *post-conference,* *formal walk-throughs/informal observations,* *peer review,* *student surveys*		significant loss of instructional time and frequent off-task behavior.	of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	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.
	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 deconstruction of regard for student perspectives, experiences and culture. The teacher models expectation 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 incudes other school professionals and/or community resources to ensure all students are recognized and valued.
Evidence					
5. ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk—throughs/informal observations, assessments, student portfolios, post-conference*	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	☐The teacher does not use varied assessments. ☐The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. ☐The teacher does not share evidence of student learning with students.	☐The teacher makes limited use of varied assessments. ☐The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. ☐The teacher shares evidence of student learning with students.	☐The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. ☐The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. ☐The teacher shares evidence of student learning with parents and	☐The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. ☐The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning

				students to plan instruction to meet student needs.	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 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 demonstrates 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					
ORGANZIATIONAL AREA: PROFESSIONALISM					
DOMAIN	COMPONENTS				
		INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
6. PROFESSIONAL RESPONSIBILITIES	Communication and collaboration	☐The teacher does not communicate with	☐The teacher inconsistently or unsuccessfully uses	☐The teacher uses effective and appropriate	☐The teacher uses multiple effective and

(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*	with families Element 6.1 Element 6.2	students and families.	communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	☐The teacher does not communicate and/or collaborate with colleagues.	☐The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	☐The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	☐The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	☐The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulation, and Licensure Code of Professional Conduct for Ohio Educators	☐The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Cody 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.
	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					

Evaluator signature Date

Teacher Signature Date

Teacher Response:

___ I do not wish to attach a response.

___ I have attached a response.

___ I have not attached a response, but plan to do so within 7 days.

Professional Growth Plan

Appendix M

The Professional Growth Plan helps the teacher identify area(s) of professional development that will enable the teacher to enhance their practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s) and/or the Ohio Standards for the teaching profession. The Professional Growth Plan is developed, reviewed, and updated regularly 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 will allow for professional development opportunities and support the teacher by providing resources (e.g. financial, time). The Professional Growth Plan must be clear, comprehensive, and aligned to the most recent evaluation results; including a sequence of activities leading to progress toward the goal(s).

Organizational Area, Standard or Element:
The teacher may use this graphic organizer to help them identify one or two area(s), standard(s) and/or element(s) or a combination thereof as focus areas, when applicable.

Organizational Area: Instructional Planning
Domain 1: Focus for Learning

Standard 1 - Element(s) 1 2 3

Standard 2 - Element(s) 1 2 3 4 5

Standard 3 - Element(s) 3

Standard 4 - Element(s) 1 7

Organizational Area: Instructional Planning
Domain 2: Knowledge of Students

Standard 1 - Element(s) 2 4 5

Standard 4 - Element(s) 2 4

Standard 6 - Element(s) 4

Organizational Area: Instruction and Assessment
Domain 3: Lesson Delivery

Standard 2 – Element(s) 2

Standard 3 - Element(s) 2 3 5

Standard 4 - Element(s) 3 5 6

Standard 5 - Element(s) 3 4

Standard 6 - Element(s) 1

Organizational Area: Instruction and Assessment
Domain 4: Classroom Environment

Standard 1 - Element(s) 4

Standard 5 - Element(s) 1 2 5

Organizational Area: Instruction and Assessment
Domain 5: Assessment of Student Learning

Standard 1 – Element(s) 3

Standard 3 - Element(s) 1 2 3 4

Organizational Area: Professionalism
Domain 6: Professional Responsibilities

Standard 6 - Element(s) 1 2 3

Standard 7 - Element(s) 1 2 3

Teacher Name:_____ Evaluator Name:_____ ☐ Accomplished (Self-Directed) ☐ Skilled (Jointly Developed) ☐ Developing (Evaluator Guided)

Choose the Domain aligned to the goal			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery	☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities		
Goal 1: Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Evidence to Indicate Progress on the Goal(s)	Dates Discussed:
Goal 2 (optional): Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Evidence to Indicate Progress on the Goal(s)	Dates Discussed:
Describe the alignment of the PGP to any district and/or building plan(s) using the Standards for the Teaching Profession:			
Comments:			

This Professional Growth Plan was created and finalized on _____ effective for the _____ School Year.

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.

Holgate Local School
Teacher Portfolio Evidence

The following piece of evidence may be presented to evaluator in a binder, folder, electronically, or in some other organized format at the second post observation. Evidence may be critiqued by credentialed evaluator.

Standard 1: Student Learning

Teachers understand student learning & development and respect the diversity of each student.

- Give examples of lesson plans, activities, or assessments that show differentiated instruction or log activities that have been completed to learn about student background, interests, and experiences. (ie. Interest inventory, student's permanent records, talk to previous teachers)
  - 0-1 examples – Ineffective (1)
  - 2 examples – Developing (2)
  - 3 examples – Skilled (3)
  - 4 examples – Accomplished (4)

Standard 2: Understanding of Content Area

Teachers know/understand the content area for which they have instructional responsibility.

- Create a list of completed standards and benchmarks in one unit of instruction for a course.
  - Not completed – Ineffective (1)
  - Completed – Accomplished (4)
  - Highly Qualified Teacher – Accomplished (4)

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Give examples of the situations in which you use formative or summative assessments and/or analyze the data from assessments to show student learning.
  - 0-1 examples – Ineffective (1)
  - 2 examples – Developing (2)
  - 3 examples – Skilled (3)
  - 4 examples – Accomplished (4)

Standard 4: Student Learning and Instruction	
	• **Teachers plan and deliver effective instruction that advances the learning of each individual student.** • Provide examples of how you show progression, sequenced build up to understanding based on student needs. o 0-1 examples – Ineffective (1) o 2 examples – Developing (2) o 3 examples – Skilled (3) o 4 examples – Accomplished (4)
Standard 5: Learning Environment	
	Teachers create learning environments that promote high level of learning and achievement for all students. • Provide examples of how you create an environment that is conducive to learning and promotes student achievement. o 0-1 examples – Ineffective (1) o 2 examples – Developing (2) o 3 examples – Skilled (3) o 4 examples – Accomplished (4)
Standard 6: Collaborate and Communicate	
	Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning. • Keep a log of communication between parents, teachers, administrators, community, and/or student intervention. o 0-1 examples – Ineffective (1) o 2 examples – Developing (2) o 3 examples – Skilled (3) o 4 examples – Accomplished (4)
Standard 7: Professional Growth and Professionalism	
	Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community. • Submit Professional Growth Plan, Individualized Professional Development Plan o 1 examples – Accomplished (4) **OR** • Listed professional organizations, clubs, committees and extra-curricular activities that you advise, or assist with or create a log of workshops, conferences, etc., for professional development. o 0-1 examples – Ineffective (1) o 2 examples – Developing (2) o 3 examples – Skilled (3) o 4 examples – Accomplished (4)

Scoring

Standard 1 Credentialed Evaluator Score: _____

Standard 2 Credentialed Evaluator Score: _____

Standard 3 Credentialed Evaluator Score: _____

Standard 4 Credentialed Evaluator Score: _____

Standard 5 Credentialed Evaluator Score: _____

Standard 6 Credentialed Evaluator Score: _____

Standard 7 Credentialed Evaluator Score: _____

Total: _____

Average of Total _____

Ohio Teacher Evaluation System | **Improvement Plan**

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

Written Improvement Plans are to be developed in the circumstances when an educator has a final holistic rating of ineffective. However, an evaluator has the discretion to place a teacher on an Improvement Plan at any time based on any component marked ineffective on the Teacher Performance Evaluation Rubric. 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 non-renewal or to continue on the plan consistent with the Collective Bargaining Agreement.

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

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

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

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)

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Section 5: District and/or Building Improvement Plan Alignment

Alignment to District and/or Building Improvement Plans and/or the Ohio Standards for the Teaching Profession.

Date for this Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Final Holistic Rating of Teacher Effectiveness - Full Evaluation

Teacher's Name: _____ School Year: _____

Evaluator's Name: _____

Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

The signature above indicates that the teacher and the evaluator have discussed the Holistic Rating.
Note: The teacher may provide additional information to the evaluator within 10 work days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the Holistic record. Challenges may be made according to the local contract agreement.

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: _____

05/12/2016

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: Date of Improvement Plan Conference:
School Year: 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:

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** _____

Name of School Counselor: **Topic:** **Date:**

Evaluator: **Number of Students Present:** **Period of Time:**

HOLGATE LOCAL SCHOOLS
SCHOOL COUNSELOR EVALUATION RUBRIC

Section One				
Standard One	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventive, responsive and in alignment with the school's goals and mission.	☐ The school counselor cannot articulate components of a comprehensive school counseling program. ☐ 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 identifies no resources to implement the program.	☐ The school counselor articulates all components of a comprehensive school counseling program. ☐ 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 identifies resources needed to partially implement the 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 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 identifies resources to fully implement the program.	☐ The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development. ☐ The school counselor collaborates with key stakeholders to set 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 utilizes resources to partially implement the program from an innovative or diverse set of partners.
Evidence				
	Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
					SCORE FOR SECTION 1 = _____

Section Two				
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** ☐ 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 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 does not deliver counseling, activities and/or experiences that promote student well-being.	**Developing** ☐ 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 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 attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	**Skilled** ☐ 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 to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed. ☐ The school counselor consistently delivers counseling, activities and/or experiences that promote students' social/emotional development and well-being.	**Accomplished** ☐ 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 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 plans and delivers effective comprehensive counseling, activities and/or experiences to collaborate with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence ☐				
Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
				SCORE FOR SECTION 2 = _____

Section Three				
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** ☐ The school counselor provides no information to 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 does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	**Developing** ☐ 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 attempts to coordinate school and community resources to support students and promote their success, but has limited success. ☐ 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.	**Skilled** ☐ 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 coordinates school and community resources to support students and promote their success. ☐ The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	**Accomplished** ☐ 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 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 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				
Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
				SCORE FOR SECTION 3 = _____

Section Four				
Standard Four	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
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.	☐ The school counselor does not monitor student performance and progress. ☐ The school counselor does not monitor effectiveness of the program.	☐ 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 uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	☐ 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 effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	☐ 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 uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				
Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
				SCORE FOR SECTION 4 = _____

Section Five				
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** ☐ The school counselor does not attempt to establish professional relationships within 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 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 does not promote the program or the role of the school counselor in achieving the school's mission and student success.	**Developing** ☐ The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success. ☐ 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 identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity of all students. ☐ 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.	**Skilled** ☐ The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration. ☐ 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 identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students. ☐ 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.	**Accomplished** ☐ The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration. ☐ 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 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 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				
Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
				SCORE FOR SECTION 5 = _____

Section Six				
Standard Six	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
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.	☐ 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. ☐ 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 does not attend professional meetings nor belong to organizations at the local, state, or national level.	☐ The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. ☐ 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 attends professional meetings and/or belongs to organizations at the local, state, or national level.'	☐ 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 engages in 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 actively participates in both professional meetings and organizations at the local, state, or national level.	☐ 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 engages in thoughtful and on-going 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 coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state, or national level.
Evidence				
Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
				SCORE FOR SECTION 6 = _____

Section Seven				
Standard Seven	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
Metric(s) of Student Outcomes = School counselors demonstrate an ability to produce positive student outcomes using predetermined metrics.	☐ 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				

	Rating (circle one)	**Ineffective = 1**	**Developing = 2**	**Skilled = 3**	**Accomplished = 4**
					SCORE FOR SECTION 7 = _____

SCORING – Enter score for each section.						
Section 1	**Section 2**	**Section 3**	**Section 4**	**Section 5**	**Section 6**	**Section 7**
Enter following:						
Total of all sections:		**Final Rating**				
		☐ Accomplished (25-28) ☐ Skilled (19-24) ☐ Developing (11-18) ☐ Ineffective (0-10)				

_____
Administrator/Evaluator's Signature

_____
Date

_____
School Counselor's Signature

_____
Date

School Counselor Response:

____ I do not wish to attach a response.

____ I have attached a response.

____ I have not attached a response but plan to do so within 7 days.

ATHLETIC DIRECTOR EVALUATION FORM

Athletic Director: _____ **Date:** _____

1 – Exceeds Expectations 2 – Satisfactory 3 – Needs Improvement 4 – Not Observed

ADMINISTRATIVE RESPONSIBLITIES:

_____ Models and upholds District policies and state and federal regulations (i.e. OHSAA, league/conference, etc.)

_____ Attends (physically and/or virtually) OHSAA rules interpretation and league/conference meetings.

_____ Follows proper budget and purchase order procedures.

_____ Publicizes team and individual accomplishments to the local media and school (daily announcements), including social media.

_____ Demonstrates care of school facilities and equipment.

_____ Demonstrates successful completion of assigned event duties (i.e. administrative athletic event coverage, bus drivers/trip tickets, scheduling, officials, scoreboard workers, etc.)

_____ Administers the departments budget. Oversees the maintenance of program resources (e.g. buildings, grounds, equipment, etc.) to maintain the safety of all student athletes. Evaluates short/long-range program needs/opportunities. Pursues funding opportunities.

_____ Participates in coaching staff selection, orientation, training processes, and evaluation. Verifies that all coaches are properly qualified. Reviews procedures and schedules with staff before the start of the season. Helps staff meet established schedules and deal with unexpected/urgent situations.

_____ Updates the athletic handbook. Encourages student participation. Verifies scholastic eligibility. Verifies that participants have fulfilled all requirements for letters, awards, and/or certificates.

Notes:

RELATIONSHIPS:

_____ Communicates effectively with athletes, parents and coaches and develops a positive attitude.

_____ Encourages students to participate in athletic activities.

_____ Maintains cooperative relations with the media regarding team information, statistics, and interviews.

_____ Works with coaches at levels below high school to develop athletes.

_____ Upholds the Athletic Conduct Code. Maintains high expectations for behavior and performance. Emphasizes fair play. Demonstrates respect for rules, officials, and opponents. Helps coaches deal with discipline issues. Prepares conduct reports and discipline recommendations.

_____ Demonstrates professionalism and interacts appropriately with the public. Maintains communication with the Athletic Boosters.

Notes:

OTHER RESPONSIBILITIES:

_____ Maintains professional appearance that is appropriate for the position.

_____ Maintains the confidentiality of privileged information.

_____ Participates as an active member at meetings of the District leadership team.

Notes:

_____ _____

Athletic Director's Signature Date Principal's Signature Date

The Athletic Director's signature indicates he/she has read this evaluation. The Athletic Director has twenty (20) days to respond to any portion of this evaluation to which he/she does not agree.

APPENDIX R

PERSONAL LEAVE
Carryover Request Form

Please submit this form to the Treasurer's Office by May 1 if you wish to carry over one (1) personal day to the following school year.

I wish to carry over one (1) personal leave day to the _____ school year. I understand that no more than four (4) personal leave days can be accumulated in a given school year, and that only three (3) unused personal leave days are eligible for reimbursement. (A photo copy will be returned to the employee.)

Employee Signature: _____ Date: _____

Received by: _____ Date: _____