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NEGOTIATED AGREEMENT

EDGERTON EDUCATION ASSOC/A TION

and

EDGERTON LOCAL BOARD OF EDUCATION

August 1, 2024 - July 31, 2027

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ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENT

A. RECOGNITION

The Edgerton Local Board of Education, hereinafter "Employer" or "Board" recognizes the Edgerton Education Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, certificated, non-supervisory personnel (as certified by the State Employment Relations Board) both full and part-time, with the exception of those substitute teachers who have not yet taught sixty (60) consecutive days during one school year. The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

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

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

D. RECOGNITION OF SUPERINTENDENT

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

E. RECOGNITION OF BOARD

Unless specifically limited by the express language of this contract, the Board retains its full legal discretion and authority to manage the School District and its employees in accord with R. C. 4117.08 (C) and as otherwise authorized or permitted by law.

F. PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in the Collective Bargaining Agreement, it shall notify the other party in writing not earlier than one hundred and ten (110) days, unless mutually agreed otherwise, 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 fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations 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 three (3) 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. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

3. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers. The Association shall reciprocate on like requests from the Board

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be no longer than thirty (30) minutes unless mutually agreed otherwise.

5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

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

G. 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. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

H. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract then a state of impasse shall be declared to exist.

2. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.

3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.

4. The Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.

5. The costs of the mediator shall be borne equally by the Association and the Board should any costs be incurred.

I. GENERAL

1. Private Session

Any and all negotiation sessions shall be conducted in private session, pursuant to R.C. 4117.21, 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 made available electronically in PDF format and placed on the district webpage within the employee's private area.

ARTICLE II

COMPENSATION AND REIMBURSEMENT

A. SALARY SCHEDULE

The Board shall honor the salary schedule set forth for the 2024/2027 school years attached hereto. The salary schedule shall reflect a three percent (3%) increase on the base for each year of the contract.

2024-2025 3% increase on the base	Base $40,055
2025-2026 3% increase on the base	Base $41,256
2025-2026 3% increase on the base	Base $42,494

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" and the number of hours worked.

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".

B. SALARY SCHEDULE PLACEMENT

1. Degree and Hours

a) Bargaining unit members shall be placed biannually (first pay period of new school year and February 1) on the salary schedule according to the highest degree which they have attained or the number of semester hours (graduate or undergraduate) earned. Hours will be credited on the basis of the transcript of the educational institution where they were earned and not on the basis of adjustments made by institutions to which they have been transferred. A quarter hour shall be regarded as 2/3 of a semester hour.

b) Evidence of additional training should be presented to the superintendent for consideration as soon as possible after it is obtained.

2. Experience

a) All years of teaching service in the Edgerton Local School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

b) All years of teaching service in a chartered or non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

c) All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days.

d) All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year; and

e) Any part-time teacher shall, at the end of each year, have his/her teaching experience for that year computed to show the fractional portion of the year taught, (i.e., half day teacher receives half year of credit.) When the cumulative fractions total 2/3 or more the individual will receive credit for one year of service on the salary schedule. Any fractional portion beyond one would be carried forward to the next year. This Section shall apply to only newly employed personnel effective September 1, 1984. Present employees will be grandfathered according to past practice.

f) For purposes of calculation, Sections b, c, and d, the total number of years shall not exceed ten (10).

C. PAY PERIODS

a) Teachers shall receive twenty-six (26) equal installments in their salary to be paid via direct deposit every other Friday commencing with the first Friday of the school year after which the individual has earned 1/26 of his/her salary.

b) During the school year, paychecks will be distributed via direct deposit. When a pay date falls on a holiday, pay will be deposited the day prior to the pay date.

c) Salaries for supplemental contracts (Appendix B) shall be paid according to one of the following methods; that must be requested by the coach/advisor, (either in writing or by email), prior to starting season/activity. If no request is made by coach/advisor for method 2 payment, then method 1 will be used as default payment.

Method 1:

Salary will be paid in one lump sum at the conclusion of the activity/season after fulfilling all duties per contract and upon receipt by the Treasurer of proper documentation from the Athletic Director/Principal/Supervisor of successful completion of the activity.

Method 2:

The first one-third of supplemental salary shall be paid one-third of the way through the activity and/or season. The start of the season shall be determined according to OHSAA rules defining the beginning of practice. The next one-third of supplemental salary shall be paid upon completion of two-thirds of the activity and/or season. The remaining one-third of the supplemental salary shall be paid upon the completion of the activity and/or season upon receipt by the Treasurer of proper documentation from Athletic Director/Principal/Supervisor/ of the successful completion of the activity and/or season as well as documentation and certification that all season-ending or activity-ending duties are completed.

D. MILEAGE REIMBURSEMENT

Bargaining Unit Members required in the course of their work to drive personal automobiles shall receive a car allowance paid in accordance with the applicable IRS mileage rate.

E. TUITION REIMBURSEMENT

1. The Board of Education shall provide $30,000 per school year for tuition reimbursement with a rollover of unused funds up to a maximum of $40,000. The Board of Education will reimburse any certified employee in the amount of eighty percent (80%) of tuition paid for graduate courses taken at accredited colleges and universities. Prior to enrollment, approval must be given by the Superintendent. Employee will agree to make a two (2) year employment commitment. Sample agreement shall be attached as Appendix C.

   Reimbursement is limited to twenty-four (24) semester hours completed between the dates of August 1 – July 31 of each year of the contract. Prior to enrollment, approval must be given by the Superintendent. For the purpose of limiting reimbursement, a quarter hour shall be counted as 2/3 semester hour. All hours shall be counted based on the hours issued at the institution where earned.

2. All paperwork for reimbursement must be turned in to the Superintendent Administrative Assistant by March 1 and October 1. Reimbursement for approved courses shall be made by March 30 and October 30 to the extent of available funds, prioritized in order of the date upon which the superintendent certifies the amount to be paid. Tuition reimbursement shall be made only to persons currently employed by the District at the time funds are available and the treasurer is authorized to issue payment.

3. A grade attainment of "B" or better or a "P" in a pass/fail course is necessary for reimbursement. Such attainment shall be evidenced by a grade report or transcript. Payment for the course shall be made only upon the teacher furnishing a receipt or itemized bill issued by the college and/or university with the amount of tuition itemized separately from any other charges and an itemized receipt of payment.

F. CONFERENCE PERIOD REIMBURSEMENT

Any bargaining unit member who does not receive planning and conference time in accordance with ARTICLE IX - WORKING CONDITIONS, Section E4-Conference Time, will be reimbursed at a rate of $30.00 for each period lost.

After school detention - HS/JH $30.00 per hour; Elementary $30.00 per hour.

G. PAYROLL DEDUCTIONS

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

   a) Membership dues in the Ohio Education Association

   b.) Annuities

   c.) Insurances

   d) OEA Fund for Children and Public Education (FCPE)

2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. The deduction(s) shall commence with the first check of the next month following the submission of the request. In items b and c, in order for payroll deduction to be used, at least ten percent (10%) of the bargaining unit must participate.

H. SEVERANCE PAY

A retiring teacher with five (5) to nineteen (19) years of service in the Edgerton Local School District will be paid severance pay by the Board of Education at the rate of twenty-five (25) percent of his/her accumulated but unused sick leave. For purposes of this calculation the maximum accumulated but unused sick leave is two hundred forty (240) days.

A retiring teacher with twenty (20) or more years of service in the Edgerton Local School District will be paid severance pay at the rate of thirty (30) percent of his/her accumulated but unused sick leave. For purposes of this calculation the maximum accumulated but unused sick leave is two hundred forty (240) days.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of 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;

   b) The employee actually terminated his employment with the District and retires;

   c) The words "retires" or "retirement", as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;

   d) If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he shall be entitled to payment of severance pay if he attains retirement age during the twelve (12) month period following the date on which his employment is terminated;

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

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within thirty (30) days after the employee receives his first retirement check from the retirement system or a later date to be mutually agreed upon.

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

   a) Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and forty (240) days by twenty-five (25) percent or thirty (30) percent whichever is applicable.

   b) Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate;

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

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

I. S.T.R.S. PICK-UP

The Board agrees to pick up (assume and pay) contributions to the State Teachers' Retirement System upon behalf of the employees in the Bargaining Unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be whatever amount is the state mandated employee's share of his/her compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

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. The pick-up shall become effective with the beginning of this contract and shall apply to all compensation including supplemental earnings thereafter.

5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

J. DIRECT DEPOSIT

Employees shall be paid by direct deposit.

All bargaining unit members must have their payroll check deposited by electronic transfer to a financial institution of his/her choice. The employee's salary shall be paid by electronic transfer to a financial institution not later than 10:00 a.m. each pay date. Remittance advice of paychecks shall be emailed to each employee on the scheduled pay date. Pay stubs shall no longer be mailed or hand delivered to employees. All bargaining unit members must participate and no bargaining unit members shall be exempt.

K. LICENSE/CERTIFICATE REIMBURSEMENT

Beginning with the effective date of this master agreement, the Board of Education shall reimburse bargaining unit members 100% of the cost for a timely license/certificate renewal or upgrade, including those costs associated with the state and federal background checks required by the Ohio Revised Code/Ohio Administrative Code, to be paid in October following the Board of Education's receipt of a copy of the renewed or upgraded license/certificate.

ARTICLE III

LEAVES OF ABSENCE

A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service.

2. The unused portion of sick leave shall accumulate to a maximum of two hundred and fifty (250) days accumulation. Certified employees without accumulated sick leave shall be advanced seven (7) 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. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.

3. Sick Leave Bank: Only bargaining unit members who conform to the following criteria and voluntarily contribute to the sick leave bank will be eligible to derive benefits from the sick leave bank.

   a. Bargaining unit members desiring membership in the sick leave bank shall enroll prior to November 30, beginning with the first student day. A bargaining unit member hired after the enrollment period shall have sixty (60) working days from their employment date to enroll under this provision.

   b. Enrollment is for an entire school year and is conducted on an annual basis.

   c. Bargaining unit members with less than three (3) years' experience in the district and also have less then fifteen (15) days of sick leave, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds fifteen (15) days. Once accumulation reaches fifteen (15) days, the bargaining unit member shall contribute the necessary days to the bank in order to clear his/her deficit of owed days.

   d. Members of the bank shall contribute two (2) days to initially enroll. If the number of days in the sick leave bank total thirty (30) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year.

   e. Members of the sick bank may make voluntary individual donations to the sick bank, not to exceed three (3) days per year, by notifying the treasurer in writing by June 1.

   f. If bargaining unit members who were eligible at the inception of the sick leave bank choose to join after the inception, they must make up all days that they would have been assessed if they had joined when they were first eligible.

   g. The sick leave bank shall not accumulate more than two hundred (200) days.

      1) Bargaining unit members who were enrolled in the sick leave bank the previous year shall not be required to re-enroll in any year where the sick leave bank has accumulated more than two hundred (200) days at the beginning of the school year.

2) New enrollees wishing to enroll in the sick leave bank shall be required to contribute two (2) sick leave days, even when the sick leave bank has accumulated more than two hundred (200) days at the beginning of the school year.

h. The sick leave bank may not award more than ninety (90) days to each employee per fiscal year (July 1 – June 30).

Administration of Sick Leave Bank and Procedures

a. The sick leave bank is the sole and exclusive right of the Committee to administer.

b. The committee shall be composed of the Association President and a maximum of four (4) additional Association representatives appointed by the President.

c. The President of the Association shall preside as chairperson over the committee meetings and is responsible for calling meetings when necessary. The chairperson shall handle all communication to the Board's Treasurer in regard to sick leave day advancement to any applicant.

d. Members may make applications to the Sick Leave Bank Committee by sending a letter to the chairperson requesting the number of days needed and a signed doctor's statement or a letter detailing the reason(s) why their absence from work will run beyond their total number of accumulated sick leave days. Members shall exhaust all but five (5) sick days to be eligible for sick leave bank days. This request may be submitted by the bargaining unit member or by a person acting on behalf of the bargaining unit member in the event the member is unable to file the request.

e. The decision of the committee is final and binding on the applicant and thus is not subject to the grievance procedure.

f. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:

1) Personal illness
2) Attend to illness in the immediate family as defined in the contract
3) Death within the immediate family
4) Persons in need of additional days due to the birth of a child or the adoption of a child
5) And, due to compelling reasons, requiring additional time

g. Members shall not be eligible for leave under the sick leave bank once the member has submitted a notice of retirement or letter of resignation.

h. Request for day(s) from the sick leave bank can be made prior to the expiration of the bargaining unit member's accumulated sick leave days.

i. Should the bargaining unit members return before the assigned day(s) have been used, the remaining days shall be returned to the sick leave bank balance.

j. At the end of each year, the sick leave bank committee shall review the guidelines of the sick leave bank and its use. If the committee feels changes need to be made, the chairperson will present these concerns to the Association President

and District Superintendent. Any changes will then be put into a Memorandum of Understanding and bargaining unit members will be notified of any changes.

3. Bargaining unit members who are absent because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a) Personal illness;

   b) Pregnancy;

   c) Injury (personal);

   d) Exposure to contagious disease which could be communicated to others; or

   e) Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).

      The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and member of the same household.

4. For death or illness of relatives outside the immediate family, absence may be approved not to exceed five (5) school days per year without loss of pay.

5. For death of a close friend, three (3) days per year when arrangements are made with the Superintendent will be allowed without loss of pay.

6. The unit member shall complete absences through electronic procedures and paper absent forms if requested by administration.

7. Notification of accumulated days of sick leave will be stated on each pay check stub.

8. When a unit member becomes aware of the need to use sick leave, he/she shall notify his/her building principal or the principal's designee as soon as possible so that arrangements can be made for a qualified substitute.

B. PROFESSIONAL LEAVE

Professional days may be used by certificated teachers to attend professional meetings relating to their specific teaching or coaching area or to observe an outstanding classroom program in another school system if approved by the superintendent. Reasonable expenses, as approved by the superintendent, may be reimbursed by the District. Teachers seeking approval of professional leave under this section shall apply to the superintendent for approval at least one week prior to the event. Any application for reimbursement of expenses shall be submitted to the superintendent within one week following the leave.

Teachers whose attendance is compensated by the Board as described above shall, upon request of the administration, make a report of the meeting attended in the time, place, and manner directed by the superintendent.

The Association members will be granted Professional day(s) for the purpose of contract negotiations.

C. ASSOCIATION LEAVE

1. The Board agrees to permit each duly elected delegate of the Association leave of one (1) day to attend the OEA Representative Assemblies with the continuation of salary.

2. Bargaining unit members elected or appointed to a governing body of the Association shall be granted leave for the purpose of attending district, state, or national meetings outside the Edgerton Local School District. The total number of Association leave days shall not exceed a combined total of two (2) days in any given school year for the purposes of paragraph two (2). Only two members may be absent on Association leave at any one time under paragraph two (2).

3. Members granted Association leave will be paid full salary and benefits while on such leave, but the Board shall not pay any expenses connected with the Association leave.

4. Members desiring to be released from duty on Association leave shall submit written requests for such leave on a form provided by the Board. Such requests will be submitted not less than forty-eight (48) hours in advance of the beginning of the requested leave.

D. PERSONAL LEAVE

1. a.) All bargaining unit members will receive three (3) unrestricted personal leave days, 1/2 and whole day unrestricted days.

   b.) Additional personal days may be granted at the Superintendent's discretion.

2. At least five (5) calendar days of notice must be given for use of all personal leave unless there is an emergency. In an emergency, the teacher will notify the proper school official as soon as possible.

3. No more than three (3) employees are to be granted leave on any one day.

4. Personal leave days may not be used for days which qualify for sick leave.

5. Personal Leave Incentive

   Bargaining unit members who have unused personal leave days in any school year shall receive an end of the year payment of $200.00 pro-rated on balance of any personal days not used.

   Payment for unused days shall be included in the June payment of the employee's contract year.

E. PARENTAL LEAVE

1. Leave without pay for a period up to but not to extend beyond the present school year shall be granted teachers requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) 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. Application for this leave shall be in writing and shall contain a statement of the expected date of birth or date of obtaining custody, as well as the date on which the leave is to begin and the return date from leave. The return date shall be at the start of the school year, start of a semester, or start of a grading period. This leave application shall be submitted to the Superintendent at least thirty (30) days prior to the commencement of the leave except in the case of an adoption if thirty (30) days advance notice is not provided to the employee.

3. 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 reasonable effort will be made to return the teacher to the same position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

F. MEDICAL LEAVE

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.

2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence substantiated by a physician's statement justifying the extension, the Board will grant the request as long as the total time of the leave does not exceed two (2) years.

G. LEGAL OBLIGATIONS

In the case of jury duty, or when subpoenaed by a court, the Board will grant a paid leave for legal purposes. The employee shall reimburse the Board the amount received for serving as a juror or witness. If the employee does not reimburse the Board within one (1) month of receipt of juror's or witness' pay, then the Treasurer shall deduct that amount from the employee's pay the following month.

H. EDUCATIONAL LEAVE

1. A leave without pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment.

2. In order to apply for this leave, the teacher must have completed four (4) years of employment in the school District.

I. 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 resulting from assault 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 per diem rate of pay for up to five (5) days. This period of absence as defined in this provision shall be termed "assault leave".

2. 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 physician licensed in the State of Ohio stating the nature of the disability and its duration with the Superintendent.

J. FAMILY AND MEDICAL LEAVE

Nothing herein shall be construed as restricting or eliminating any rights or benefits to which a bargaining unit member is entitled under the Family and Medical Leave Act of 1993, P.L. 103-3. Under the Family Medical Leave Act, an eligible employee is entitled to twelve (12) work weeks of leave during a twelve (12) month period. The Board shall provide the same group health coverage to an eligible employee that was provided prior to the employee taking FMLA. The leave may be paid (if it runs concurrently with sick leave), or unpaid (if it does not run concurrently with sick leave).

K. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse in advance the Board for premium costs. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.

2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she shall immediately make said request to the Superintendent. The Superintendent will consider the request of the teacher.

3. Upon approval, modification, or termination of a leave of absence, the bargaining unit member shall promptly advise the treasurer in writing of the change in status.

L. DEDUCT LEAVE

1. Each bargaining unit member will be allowed to choose and take up to three (3) deduct days. Days will be subject to availability and approval from the Superintendent.

2. The per diem rate of pay that is foregone for the deduct day shall be deducted during the pay period in which it occurs.

3. Insurance coverage will not be affected for the deduct day.

4. Deduct leave days may not be taken in conjunction with or adjacent to personal days or be used to extend scheduled breaks/holidays unless permission granted by the Superintendent.

5. All Personal Days must be exhausted before a deduct day can be taken.

ARTICLE IV

FRINGE BENEFITS

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

The Board shall provide Access Plus insurance coverage through NBHP.

The Board shall pay 90% of the family plan premiums and 90% of the single plan premiums for all full-time employees for the 2024-2025, 2025-2026, and 2026-2027 contract years.

Any and all information relevant to any employee who uses this benefit shall be kept in the strictest confidence. This information shall not be used in any situation to adversely affect the employee or the employee's employment status.

The Board shall provide Access Plus or an alternate High Deductible Health Plan (HDHP) coverage (all as available from the NBHP) or any other additional comparable health care plan the Board deems financially feasible, at the discretion of the employee. The Board will pay 100% towards the family plan premiums and the single plan premiums for all full-time employees choosing the HDHP coverage.

In the event the employee elects HDHP and the premium is less than the cost of the Access Plus NBHP coverage, and the employee elects to make contributions to a Health Savings Account (HSA), the Board will match such employee-HSA contribution up to 50% in an amount not greater than the difference between the amount of the employer-paid premium for the Access Plus NBHP and the amount of the employer-paid premium for the HDHP for the balance of the school year up to a maximum amount allowable under IRS rules.

B. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee in the amount of $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.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

C. DENTAL INSURANCE

The Board shall provide dental insurance through the NBHP at a plan level comparable to current benefits. All individuals selecting a dental plan shall pay (five) $5.00 per month.

D. VISION INSURANCE

The Board shall purchase through the NBHP at a plan level comparable to current benefits, vision insurance for each member of the bargaining unit.

The cost to the employee shall be one dollar ($1.00) per month.

An allowance for contact lenses in lieu of lenses and frames is available.

E. GENERAL PROVISIONS

1. Part-time Bargaining Unit Members shall be entitled to select insurance plans provided by the Board for their coverage. The Board will pay the prorated portion of the Board's obligation for each plan of insurance selected by the employee.

   For example, if a Bargaining Unit Member works half (1/2) time then the Board would pay half (1/2) of the Board's obligation of the premium and the employee would pay the remainder.

2. For those part-time employees hired prior to August 30, 1982, the Board of Education will provide group life, hospitalization/surgical/major medical, and dental coverage in the same manner as for full-time members of the Bargaining Unit.

ARTICLE V

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 any provision of this Master Agreement.

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. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or his Association representative.

D. FORMAL PROCEDURES

STEP I

No later than twenty (20) working days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrator, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. The completed form shall identify the article(s), section(s) and paragraph(s) of the contract which are alleged to be violated, misinterpreted or misapplied. Within five (5) school days of receipt of the Grievance Report, the administrator shall be responsible for scheduling a meeting, and shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and/or the Association representative shall complete a written Grievance Report form, STEP II, and submit the same to the Superintendent. Within five (5) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved. The grievant has ten (10) school days after receiving Superintendent's disposition to respond either satisfactorily or unsatisfactorily.

STEP III

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the above stated time limits in STEP II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service or the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, as determined by the arbitrator.

E. GENERAL PROVISIONS

1. Grievances that relate to more than one building or more than one bargaining unit member shall commence at STEP II.

   The grievant and/or the Association shall have the ability to bypass Step II of the grievance procedure and submit the grievance to an impartial arbitrator pursuant to Step III provided the proper immediate administrator at Step I was the Superintendent.

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 shall use his 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 except that the Association will be informed of any results that affect the Agreement.

4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance

has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.

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

6. Failure of a grievant to advance the grievance process within the timeline set forth herein shall result in the waiver of any further grievance proceedings. If the Board does not file a timely response to a grievance at any level, it shall permit the grievant to advance the grievance to the next step in the process.

7. A teacher in addition to the grievant engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

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

9. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

10. A school day shall be defined as a full school day without delay or early release where students are in attendance.

Grievance #____ _____ School District

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

GRIEVANCE REPORT

Submit to Principal or Immediate Supervisor in Duplicate

_____

Building Assignment Name of Grievant Date Filed

_____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____

2. Relief Sought _____

_____

(If additional space is needed in reporting Sections B1 & 2, attach an additional sheet.)

_____ _____

Signature Date

C. Disposition by Principal or Immediate Supervisor _____

_____

_____ _____

Signature of Principal or Immediate Supervisor Date

D. 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 & Award of Arbitrator _____

_____

_____

_____

_____ _____
Signature of Arbitrator Date

ARTICLE VI

FAIR TREATMENT AND DISMISSAL

A. GENERAL PROVISIONS

No teacher shall be discharged, officially reprimanded, suspended, terminated, or non-renewed, without just cause, except that limited contract teachers in their first year of Edgerton employment may be non-renewed in accordance with provisions of Ohio Revised Code 3319.11. Any such action shall be subject to the grievance procedure set forth in this Agreement.

Formal reprimand or discipline of a teacher by an administrator for alleged violation of reasonable Board regulations or rules, for reasons related to the teacher's professional performance or for other good and just cause, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Prior to any formal action, the teacher shall receive written notification setting forth the allegations which may result in discipline. Such notification shall include the date, time and place of a meeting to discuss said allegation. The teacher shall be informed of his/her right to representation at all levels.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him.

B. SUSPENSION TERMINATION

Contracts may be suspended or terminated in accord with O.R.C. 3319.16.

C. APPLICABILITY OF GRIEVANCE PROCEDURE

The bargaining unit member has the right to use the grievance procedure in action related to the procedural aspects of discharge, formal reprimand, suspension, termination or nonrenewal.

ARTICLE VII

MULTI-YEAR CONTRACTS

A. After a teacher successfully completes two one-year contracts, the Superintendent will recommend a three-year limited contract for that teacher.

B. After a teacher successfully completes one three-year contract, the Superintendent will recommend a five-year limited contract for that teacher, and renewal of such upon continued satisfactory teaching performance.

C. If at any time during the contractual period, the individual completes the requirements for a continuing contract, the individual will give written notification of eligibility for continuing contract status to the superintendent by August 31 of the year of eligibility.

A teacher becomes eligible upon satisfaction of one of the following:

1. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.

2. Teacher has worked in the School District for three (3) of the last five (5) years and has a professional certificate.

3. Teacher has worked in the School District for three (3) of the last five (5) years, has a (5) five-year professional license, and:

    a) If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

    b) If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

Documentation shall be submitted to the superintendent by October 30 of the same year. The individual shall be evaluated during the ensuing school year and upon successful performance during that year, will be recommended by the superintendent for a continuing contract to be effective for the following school year. Teachers are informed that the act of applying for a continuing contract in the midst of a multi-year contract, voids the remainder of said contract. Upon application, the Board has four options based on the results of the evaluation process. The Board can:

1. Non-renew the contract per ORC 3319.11.

2. Grant an extended limited contract for 2 years with improvement goals.

3. Grant an extended limited contract for 1 year with improvement goals.

4. Grant continuing status.

D. If less than satisfactory evaluations are documented during any limited contract, a recommendation of less than what is stated in A, B and C above may be recommended by the Superintendent, including non-renewal.

E. This Article does not apply to supplemental contracts.

ARTICLE VIII

TEACHER EVALUATION

This Article for the evaluation of teachers shall be utilized for those teachers not subject to the Ohio Teachers Evaluation System. For those teachers subject to be evaluated pursuant to the Ohio Teachers Evaluation System, the Memorandum of Understanding entered into between the Board and the Association, attached to this document, shall govern such evaluation procedures.

A. DESCRIPTION OF TERMS

1. Evaluation

   a. Non-tenured teachers shall be evaluated per the observation/evaluation schedule in Section B, subsections 1-a and 1-b.

   b. All other evaluations shall be done per the observation/evaluation schedule in Section B, subsections 1-c; 1-d; 1-e; 1-f.

2. Observation: is the individual classroom visitation by the evaluator. All observations will be a minimum of thirty (30) minutes in length. The classroom observation is a component of the evaluation.

3. Purpose: Evaluation is utilized by the district to assess an employee's work performance. Evaluations help an employee achieve greater effectiveness in the performance of his/her work assignment. Evaluations constitute the basis for personnel decisions such as promotions, reassignments, continuing contract status, and limited contract renewal, non-renewal or termination.

4. Orientation: At the beginning of the school year, no later than September 15 or thirty (30) days for new employees, teachers shall be informed of the procedures, criteria, guidelines and forms upon which they shall be evaluated for the current school year.

B. CLASSROOM OBSERVATION

1. All teachers in the Edgerton Local School District shall be observed in the classroom and evaluated according to the following schedule. The following evaluation schedule is to be considered as a minimum. An employee shall be evaluated on criteria as set forth in the evaluation instrument. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The two (2) observations shall be done at least five (5) days apart during each evaluation procedure.

   a. One year limited contract

      Two observations to be completed between September 15 and December 15. Observations will be summarized in a written evaluation and presented to the teacher by January 10. Two observations in the second semester to be completed between January 10 and March 31. Observations will be summarized in a written evaluation and presented to the teacher by April 10.

(There shall be one announced observation per semester.)

b. Last year of a limited Contract

Two observations in the first semester to be completed by January 15. Observations will be summarized in a written evaluation and presented to the teacher by January 25.

Two observations in the second semester to be completed between the tenth day of February and the first day of April. Observations will be summarized in a written evaluation and presented to the teacher by April 10.

(There shall be one announced observation per semester.)

c. Qualifying for tenure

Two observations in the first semester to be completed by January 15. Observations will be summarized in a written evaluation and presented to the teacher by February 1.

One observation in the second semester. Observation will be summarized in a written evaluation and presented to the teacher by April 10.

d. Initial year of a multi-year contract.

One observation, either semester, to be summarized in a written evaluation.

e. Mid-years of a multi-year contract

One observation, either semester, to be summarized in a written evaluation.

f. Those with tenure

One observation, either semester, to be summarized in a written evaluation.

2. Professional Growth

Administrators may suggest professional growth experiences for all teachers. Said professional growth will be mutually agreed upon, therefore stressing the philosophy of formative evaluation, in addition to the aforementioned summative evaluation. Professional growth experiences may include, but are not limited to the following:

a. video-taping and audio-taping self

b. observation of peers

c. student evaluation

d. self evaluation

e. workshops

f. seminars

g. university classes

h. peer evaluations

3. Extra-curricular Evaluation

a. The evaluation for each extra-curricular position will take place within thirty (30) days before or after the completion of the assignment.

b. The evaluator shall be the principal who has responsibility for the program.

C. WHO MAY EVALUATE

Evaluation of an employee shall be conducted by the employee's immediate supervisor and/or his designee. The designee shall be a member of the Edgerton Administrative Staff. In the event an employee performs work under the supervision of more than one supervisor, one of these supervisors and/or his designee shall act as the immediate supervisor for purposes of evaluation. The evaluator shall not be a bargaining unit member. The evaluator must be qualified under O.R.C. 3319.111.

D. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCES

1. All announced observations must be accompanied by a pre-observation conference between the administrator and the teacher. This conference shall take place within two (2) working days prior to the said observation.

2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place within three working days of the observation. A written summary of the observation shall be presented to the teacher during this post-observation conference.

3. If the teacher is found to be deficient in certain areas, the evaluator shall be required to set forth specific suggestions for improvement in teacher performance and shall assist the teacher in developing a detailed written plan for improvement in those areas. The teacher must be given a reasonable amount of time for improvement. The evaluating supervisor shall make every effort to evaluate those teachers whose work performance is found to be deficient by the evaluator prior to evaluating teachers who have not been identified as being deficient in their work assignment.

4. The teacher and the administrator shall sign the evaluation indicating that both have examined and discussed the evaluation. A space shall be provided for the teacher's comments. The teacher shall receive a signed copy of the evaluation report.

5. Rebuttals to written evaluation will be accepted from teachers and will be attached to the evaluation report to be placed in the teacher's personnel file.

E. EVALUATION/OBSERVATION FORM

1. At the request of the Association or Board, a joint committee, consisting of teachers and administrators shall be formed to review the evaluation form. If the teachers and administration agree on the recommendations, those recommendations shall be made to the Superintendent and the Association.

   Upon approval by the Association and the Board, these recommendations/ changes shall take effect immediately.

2. A joint committee consisting of three teachers (representing the Elementary, Middle School and High School) and two administrators (representing the Elementary, Middle School and High School) shall be formed. The Superintendent may be one of the two representatives for the Administration. The Committee shall be formed to develop a mutually agreed upon observation form for the sole purpose of recording data gathered by the immediate evaluating supervisor during the classroom observation.

   Upon approval by the Association and the Board, these recommendations/ changes shall take effect immediately.

   Each Committee shall select its own committee members.

F. EVALUATION GRIEVANCES

1. This evaluation procedure is subject to the grievance procedure of this master contract.

TEACHER EVALUATION

Teacher's Name _____ School _____ Date _____

Evaluator _____ Subject/Grade _____

KEY: E = Effective
N = Needs Improvement
U = Unsatisfactory
NO/NA = Not Observed/Not Applicable

Note 1: 1. Either "Needs Improvement" or "Unsatisfactory" will be supported with specific comment.

2. A teacher receiving an "Unsatisfactory" rating on any item must be evaluated the following year.

3. A teacher receiving a "Needs Improvement" rating must be re-evaluated in the specific areas during the following year.

TEACHING PERFORMANCE	**E**	**N**	**U**	**NO/NA**
1. Quality and Quantity of Teacher Pupil Interaction	___	___	___	___
2. Organization and Preparation of Lessons	___	___	___	___
3. Knowledge of Subject Matter	___	___	___	___
4. Rapport with Students	___	___	___	___
5. Awareness/Accommodation of Individual Differences	___	___	___	___
GENERAL SCHOOL CONTRIBUTIONS				
1. Curricular Activities	___	___	___	___
2. Supervision Outside of the classroom	___	___	___	___
3. Attendance/Promptness	___	___	___	___
4. Recordkeeping and Reporting	___	___	___	___
CLASSROOM CONTROL AND MANAGEMENT				
1. Class Control	___	___	___	___
2. Ability and Willingness to Handle Problems	___	___	___	___
3. Establish Routines	___	___	___	___
4. Classroom Appearance	___	___	___	___
STAFF AND COMMUNITY RELATIONS				
1. Communication with Parents about Student Progress	___	___	___	___
2. Parent/Community Relations	___	___	___	___
3. Professional Relations with Staff	___	___	___	___

Comments on "N's" or "U's" _____

_____

_____

Other Comments _____

The teacher's signature indicates only that he/she has seen this appraisal and does not necessarily indicate that he/she agrees with the evaluation.

Teacher's
Signature _____ Date _____

Evaluator's
Signature _____ Date _____

Teacher's Comments _____

ARTICLE IX

WORKING CONDITIONS

A. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which involves a formal reprimand the employee shall be given a minimum of 24 hours prior written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

B. TEACHER FACILITIES

The Board will make available to employees in the bargaining unit convenient facilities for eating, classroom related work, restrooms, and a lounge, in the elementary and high school.

C. INSTRUCTIONAL MATERIALS AND SUPPLIES

Each member of the bargaining unit shall be provided in accordance with normal standards within the District, sufficient instructional materials and supplies necessary to perform in an effective manner.

D. SCHOOL CALENDAR/WORK YEAR

1. The work year for members of the bargaining unit shall consist of no more than one hundred and eighty-three (183) days.

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

   a) Two (2) teacher workdays with no students in attendance.

   b) One (1) mandatory in-service day, excluding Fair Day. An in-service may be used for any state mandated training requirements.

   c) One hundred and seventy-eight (178) days with students in attendance.

   d) Two (2) Professional Development Days that are developed District administrators.

3. The Association shall be provided input into the school calendar by soliciting input from the staff and then allowing them to vote on no less than two (2) (1 – EEA, 1 – Supt.) potential calendars.

E. TEACHING HOURS AND LOAD

1. Length of workday

a) The maximum length of the regular workday for members of the bargaining unit shall be seven (7) hours and thirty (30) minutes.

b) Delays - Calamity Days

All employees shall be required to make up any calamity days beyond seven (7) in a contract year. These make-up days may or may not involve the attendance of students. If a student make-up day(s) is deemed necessary by the superintendent then a make-up schedule will be developed by the superintendent and communicated to both the board and teachers association.

In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report until 10:00 a.m. and shall end their work day at the normal contractual time. Teachers will not be required to report to work if there is a Level 3 snow emergency ordered in Williams County.

2. Class Size

The Administration will make an attempt to minimize class size to the extent deemed possible by the Administration.

3. Duty-Free Lunch

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

4. Conference Time

a) Elementary (K-6) or (combination high school and elementary).

Members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as conference time.

Conference time shall be in blocks of time no less than thirty (30) minutes uninterrupted.

b) Secondary (7-12)

Members of the bargaining unit who teach grades seven through twelve shall be provided a minimum of one (1) conference period per day.

c) Conference time for part-time people shall be on a prorated basis.

d) On days when there has been a 2-hour delay declared, an elementary delay schedule shall be developed so that all elementary teachers shall have a conference period during that day.

F. PROFESSIONAL DEVELOPMENT COMMITTEE

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301.24.

1. Edgerton will have one district level LPDC consisting of five (5) members as follows; three (3) teachers and two (2) administrators.

2. The Association shall select the teacher members and shall replace members in the case of vacancies of teacher members.

3. The LPDC shall decide the frequency, time, and location of meetings by a majority vote. Meetings shall not be held during times scheduled for teacher-student contact

4. LPDC members shall be compensated at a rate of twenty five dollars ($25.00) per meeting.

5. LPDC members shall be reimbursed for expenses associated with attending any training or workshop related to LPDC.

6. Equivalent Activity Policy

   Equivalent activities must be approved in advance by the LPDC.

   Equivalent activities/projects will be eligible for recertification/licensure credit if they meet the standards established by the Edgerton LPDC.

7. APPEAL PROCESS:
   Appeals of decisions of the LPDC shall be directed to the LPDC chairperson. The appeal process has two stages: Reconsideration and Third Party Review. Following the Reconsideration phase, the LPDC's decision is appealable to a Third Party Review panel, which is separate and apart from the LPDC. The Third Party Review panel's decision is final.

   The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

   Issues for appeal are limited to procedural matters in the LPDC appeals process.

G. ATHLETIC DIRECTOR

Any bargaining unit member serving in the capacity of Athletic Director will have three periods per day scheduled for duties pertaining to the assignment of Athletic Director. These periods shall be in addition to his/her regular conference period

ARTICLE X

PERSONNEL FILES

A. There shall be only one official personnel file to be utilized for purposes of personnel decisions of bargaining unit members, which file shall be maintained in the Superintendent's office. Building principals may maintain personnel files, but said files shall not be utilized for purposes of official Board action or discipline with regard to any bargaining unit member.

B. The contents of the official personnel file shall be limited to items pertaining to work performance, discipline and routine financial and personnel data.

C. All documents placed in the official personnel file, other than routine financial or personnel data, shall be signed and dated by the originator of the document and shall be submitted to the teacher for signature and date indicating receipt prior to being placed in the official personnel file. In the event that the teacher refuses to sign the document, the originator or supervisor shall note such refusal on the face of the document. The teacher shall be given a copy of the document without regard to whether or not there has been a refusal to sign.

D. A teacher may inspect both his/her official personnel file and the building principal's file upon request.

ARTICLE XI

REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils either overall or in a particular subject area, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District. O.R.C. 3319.11 shall not be used for the purposes covered by this section.

B. 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 3319.11 and other related sections of this Master Agreement.

C. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above 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. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

Layoffs shall be on the basis of last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off.

Any teacher who has been laid off shall have his name placed on a recall list.

D. 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., 1/2 time equals 1/2 year 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) 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 authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list pursuant to E-4 below, 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.

On or before March 15, of a year in which a reduction in force is anticipated, the Association President shall receive in writing a copy of the seniority list. The notification shall include, to the extent that said information is known by March 15, the reasons for the RIF; the positions to be reduced, eliminated, or not filled; the names of the employees to be affected; the dates of employer action to implement the RIF; and the effective date of the RIF. To the extent that any of the foregoing information is unavailable or unknown on or before March 15, the employer shall notify the Association President of that information as soon as the information becomes available.

E. 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 are or have become certified before any permanent teacher full, part-time or substitute is hired.

2. In the event a vacancy(cies) 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 registered or certified letter addressed to the teacher's last known address. The teacher shall respond to the notice either in person or by certified letter within fifteen (15) days. 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. If the teacher refuses a position, the offer of the position shall go to the next certified teacher on the recall list. A teacher's refusal to accept a position for which they are certified will remove that teacher's name from the recall list.

4. A teacher's name shall remain on the Reduction in Force list for two (2) school years (July 1 to June 30) following the date he/she is first placed on the list.

F. SUPPLEMENTAL CONTRACTS

Aforementioned sequence of statements regarding reduction in force does not pertain to supplemental contracts.

ARTICLE XII

VACANCIES AND TRANSFERS

A. VACANCIES

1. Vacancies for regular permanent positions occurring within the bargaining unit and within the total professional staff, (excluding the Administrative positions) including but not limited to newly created positions, and supplemental salary schedule positions, shall be electronically posted for at least five (5) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the central office. The position will be awarded to the best applicant. This does not preclude the administration from hiring a better qualified individual from outside the system.

2. During the summer months when regular school is not in session, the employer will post vacancies electronically. Positions so posted shall remain posted at least fourteen (14) calendar days prior to being filled, or at least five (5) days if posted after June 30.

3. A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. Supplemental positions must be posted separately from teaching positions.

4. Qualifications for initial employment for any extra-curricular contract shall be determined solely by the Superintendent or his designee.

5. Supplemental positions shall be bid in accordance with the same procedures utilized for regular positions.

B. TRANSFERS

1. Prior to the effectuation of any involuntary transfer, the employer shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer.

2. Involuntary transfers may be affected only for reasonable cause. A teacher affected by an involuntary transfer shall be given written notice of the transfer together with the reason(s) for the transfer ten (10) days prior to its effective date.

   If a bargaining unit member voluntarily transfers from a full-time position to a part-time position, that bargaining unit member shall wait until a full-time position is vacated that he/she is certified to teach in order to transfer back to full-time employment. No full-time bargaining unit member shall be displaced to reinstate the part-time bargaining unit member to full-time.

3. No bargaining unit member shall be involuntarily transferred more than once in a two (2) year time period.

C. REHIRING RETIRED TEACHERS

Any teacher who has retired from the teaching profession (PRT – Previously Retired Teacher) MAY be re-employed under the following conditions:

1. Placed on the appropriate column of the salary schedule.

2. Be placed at Step 10 of the salary schedule.

3. Retirees lose their seniority upon re-employment.

4. Retirees can be granted only one year contracts.

5. Each one year contract shall automatically expire upon the completion of the year without Board action.

6. It is not necessary for the Board to conduct evaluations in accordance with ORC 3319.11, or take formal action to not re-employ the employee pursuant to ORC 3319.11.

7. PRT's are not entitled and/or not eligible to receive any severance benefits or incentive programs provided by the Board.

8. No sick leave shall be carried forward from pre-retirement status. Sick leave status will accumulate per the negotiated agreement.

9. PRT's shall not have any guarantee or right to return to a position previously held in the district.

10. Pursuant to the authority provided by ORC 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supercede and replace the statutory law of Ohio pertaining to that issue.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. COMPLETE AGREEMENT

This Contract cancels and supersedes the previous written agreement between the Board and Association. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed and signed in writing by the parties hereto.

B. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, disability, or marital status.

C. PART-TIME POSITIONS

Existing part-time positions or newly created part-time positions shall be paid according to the regular salary schedule on a prorated basis. This provision does not apply to extra curricular and/or substitute positions.

ARTICLE XIV

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 officially recognized representative of the employees, and to no other organization.

B. BUILDING

1. The Association shall be provided a separate mail box in each building.

2. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.

C. RECEIPT OF BOARD INFORMATION

This Board shall supply to the Association the following material:

1. When agendas and attachments are presented to Board Members, the Association President or representative will be given the same.

2. When Board policies are proposed to Board members, the Association President or representative will be given the same.

ARTICLE XV

EFFECT AND DURATION

A. SEPARABILITY

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

2. It is further agreed that within twenty (20) days of receipt of notification to either party of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

B. 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.

3. If after twenty (20) days the parties are unable to arrive at an agreement on the item(s) at issue, then the existing language shall continue in force and effect for the length of the Contract.

C. DURATION OF AGREEMENT

1. This Agreement shall be effective as of August 1, 2024, and shall continue in effect until July 31, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretary and treasurer.

EDGERTON EDUCATION ASSOCIATION

By: _____ 6/27/24
President Date

By: Jodi B. Beals 6/27/24
Treasurer Date

EDGERTON LOCAL BOARD OF EDUCATION

By: _____ 6/24/2024
President Date

By: _____ 6/24/2024
Treasurer Date

Edgerton Local School
Salary Index

2024-2027

	BA	150	MA	MA+15
0	1.0000	1.0400	1.1000	1.1300
1	1.0410	1.0855	1.1510	1.1810
2	1.0820	1.1310	1.2020	1.2320
3	1.1230	1.1765	1.2530	1.2830
4	1.1640	1.2220	1.3040	1.3340
5	1.2050	1.2675	1.3550	1.3850
6	1.2460	1.3130	1.4060	1.4360
7	1.2870	1.3585	1.4570	1.4870
8	1.3280	1.4040	1.5080	1.5380
9	1.3690	1.4495	1.5590	1.5890
10	1.4100	1.4950	1.6100	1.6400
11	1.4510	1.5405	1.6610	1.6910
12	1.4920	1.5860	1.7120	1.7420
13	1.5330	1.6315	1.7630	1.7930
14	1.5740	1.6770	1.8140	1.8440
18	1.6150	1.7225	1.8650	1.8950
22	1.6560	1.7710	1.9620	1.9920
26	1.6970	1.8165	2.0140	2.0440

APPENDIX A

Edgerton Local School
Salary Schedule
2024-2025 (3% increase)

Base Salary $40,055

Step	BA	150	MA	MA 15
0	40,055	41,657	44,060	45,262
1	41,697	43,479	46,103	47,305
2	43,339	45,302	48,146	49,347
3	44,981	47,124	50,188	51,390
4	46,624	48,947	52,231	53,433
5	48,266	50,769	54,274	55,476
6	49,908	52,592	56,317	57,518
7	51,550	54,414	58,360	59,561
8	53,193	56,237	60,402	61,604
9	54,835	58,059	62,445	63,647
10	56,477	59,882	64,488	65,690
11	58,119	61,704	66,531	67,732
12	59,762	63,527	68,574	69,775
13	61,404	65,349	70,616	71,818
14	63,046	67,172	72,659	73,861
18	64,688	68,994	74,702	75,904
22	66,330	70,937	78,587	79,789
26	67,973	72,759	80,670	81,872

Edgerton Local School
Salary Schedule
2025-2026 (3% increase)

Base Salary $41,256

Step	BA	150	MA	MA 15
0	41,256	42,907	45,382	46,620
1	42,948	44,784	47,486	48,724
2	44,639	46,661	49,590	50,828
3	46,331	48,538	51,694	52,932
4	48,022	50,415	53,798	55,036
5	49,714	52,292	55,902	57,140
6	51,405	54,169	58,006	59,244
7	53,097	56,047	60,110	61,348
8	54,788	57,924	62,214	63,452
9	56,480	59,801	64,319	65,556
10	58,171	61,678	66,423	67,660
11	59,863	63,555	68,527	69,764
12	61,554	65,432	70,631	71,868
13	63,246	67,310	72,735	73,973
14	64,937	69,187	74,839	76,077
18	66,629	71,064	76,943	78,181
22	68,320	73,065	80,945	82,183
26	70,012	74,942	83,090	84,328

Edgerton Local School
Salary Schedule
2026-2027 (3% increase)

Base Salary **$42,494**

Step	BA	150	MA	MA 15
0	42,494	44,194	46,743	48,018
1	44,236	46,127	48,911	50,185
2	45,978	48,061	51,078	52,353
3	47,721	49,994	53,245	54,520
4	49,463	51,928	55,412	56,687
5	51,205	53,861	57,579	58,854
6	52,947	55,795	59,747	61,021
7	54,690	57,728	61,914	63,189
8	56,432	59,662	64,081	65,356
9	58,174	61,595	66,248	67,523
10	59,916	63,528	68,415	69,690
11	61,659	65,462	70,582	71,857
12	63,401	67,395	72,750	74,024
13	65,143	69,329	74,917	76,192
14	66,886	71,262	77,084	78,359
18	68,628	73,196	79,251	80,526
22	70,370	75,257	83,373	84,648
26	72,112	77,190	85,583	86,858

EDGERTON - SUPPLEMENTAL SALARY SCHEDULE

APPENDIX B

	0-2	3-6	7 or more
Athletic Director (5 extended days at per diem rate)	.180	.190	.200
Junior High Athletic Director	.100	.110	.120
Football (Head)	.150	.160	.170
Assistant Varsity (4)	.090	.100	.110
Junior High (3)	.060	.070	.080
Boys Basketball (Head)	.150	.160	.170
Assistant Varsity	.090	.100	.110
Junior Varsity	.090	.100	.110
Freshman/Assistant	.070	.080	.090
Junior High (2)	.060	.070	.080
5th & 6th Grade	.025	.035	.045
Girls Basketball (Head)	.150	.160	.170
Assistant Varsity	.090	.100	.110
Junior Varsity	.090	.100	.110
Freshman/Assistant	.070	.080	.090
Junior High (2)	.060	.070	.080
5th & 6th	.025	.035	.045
Boys Wrestling (Head)	.150	.160	.170
Assistant Varsity (5-person minimum for position to be filled)	.090	.100	.110
Girls Wrestling (Head)	.150	.160	.170
Assistant Varsity (5-person minimum for position to be filled)	.090	.100	.110
Boys/Girls Wresting			
Junior High	.060	.070	.080
Elementary	.025	.035	.045
Track (Head)	.115	.125	.135
Assistant Varsity (3)	.060	.070	.080
Junior High (2)	.060	.070	.080
Baseball (Head)	.115	.125	.135
Assistant Varsity	.060	.070	.080
Softball (Head)	.115	.125	.135
Assistant Varsity	.060	.070	.080
Golf (Varsity) Boys	.115	.125	.135
Golf (Varsity) Girls	.115	.125	.135

	0-2	3-6	7 or more
Cross Country			
Varsity	.115	.125	.135
Junior High (1)	.060	.070	.080
Volleyball (Head)	.115	.125	.135
Junior Varsity	.070	.080	.090
Freshman/Assistant	.070	.080	.090
Junior High (2)	.060	.070	.080
Summer Strength	.025	.025	.025
Pep Band	.050	.060	.070
Cheerleading (Fall)	.060	.075	.085
Assistant (Fall)	.020	.030	.040
Cheerleading (Winter)	.060	.075	.085
Assistant (Winter)	.025	.035	.045
Cheerleading Junior High (Full Year)	.045	.055	.065
Mat Maids	.060	.070	.080
Clubs, Advisors, Plays			
Freshman Advisor	.025	.035	.045
Sophomore Advisor	.025	.035	.045
Junior Advisor (2)	.030	.040	.050
Senior Advisor	.040	.050	.060
Speech/Debate Club	.040	.050	.060
Gifted Coordinator	.100	.110	.120
Language Clubs	.040	.050	.060
Log of E	.060	.070	.080
Marching Band	.070	.080	.090
Musical (Music)	.050	.060	.070
Musical (Drama)	.115	.125	.135
Science Club (Jr. High)	.040	.050	.060
National Honor Society	.025	.035	.045
Student Council - High School	.040	.050	.060
Student Council - Junior High	.040	.050	.060
Scholastic Bowl Advisor	.030	.040	.050
Future Teachers	.025	.035	.045
Elementary Quiz Bowl	.010	.012	.014
J.H. Quiz Bowl	.010	.012	.014
High School Art Club	.040	.050	.060
Elementary Art Club	.040	.050	.060

Appendix C

EDGERTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

TUITION REIMBURSEMENT AGREEMENT

WHEREAS, the Edgerton Local School District Board of Education ("Board") and the Edgerton Teachers Association are parties to a collective bargaining agreement; and

WHEREAS, Article II, Section E of the agreement establishes a program for tuition reimbursement for bargaining unit members; and

WHEREAS, the Board agrees to provide reimbursement for the cost of tuition to Employee in accordance with Article II, Section E and Employee wishes to accept reimbursement for the same.

NOW, THEREFORE, BE IT RESOLVED, by the Edgerton Local School District Board of Education and Employee as follows:

Section 1: Term

This Agreement shall be effective on August 1, 2024 and shall continue in full force and effect until July 31, 2027.

Section 2: Tuition Reimbursement Program

Employee and the Board shall adhere to all program requirements and procedures included in Article II, Section E. Employee shall successfully complete the Program with a passing grade as defined in the Negotiated Agreement and may be reimbursed for no more than twelve semester hours or equivalent quarter hours. Time and cost limitations may be modified by the Superintendent due to extenuating circumstances.

Section 4: Work Commitment and Program Enrollment

In exchange for tuition reimbursement, Employee agrees that if the Employee terminates employment for any reason during the next two (2) years (the school year in which the Employee receives tuition reimbursement payment and the following school year), Employee will reimburse the Board for the full cost of tuition. For the purpose of this Agreement, the term "termination" shall be defined to include voluntary resignation or retirement in accordance with state law. Employee expressly agrees and acknowledges that neither this Agreement nor participation in tuition reimbursement program entitles the Employee to future employment with the Board.

In addition, if Employee is removed from or withdraws from the Program prior to its completion, Employee will reimburse the Board for the full amount of tuition that he/she received under this Agreement.

All payments due and owing by Employee to the Board shall be made within sixty (60) days. The Board reserves the right to use any lawful means to recover funds owed.

Section 4: Severability

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

Section 5: Complete Agreement

This agreement constitutes the sole and complete agreement between the Board and Employee. No verbal or other statements, inducements or representations have been made or relied on by either party and no modification hereof shall be binding upon either party unless in writing and signed by both parties to this agreement.

EMPLOYEE

_____ _____

Employee Date

EDGERTON LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

_____ _____

Board President Date

_____ _____

Board Vice President Date

Appendix D

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EDGERTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE EDGERTON EDUCATION ASSOCIATION

This Memorandum of Understanding is made and entered into by and between the **EDGERTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board"), and the **EDGERTON EDUCATION ASSOCIATION** (the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "CBA") in effect from August 1st, 2024 through July 31, 2027; and

WHEREAS, due to an ODE requirement for a local resident educator program that is supported by the local board of education and the local teachers association; and

WHEREAS, the Board and the Association desire to enter into this Memorandum of Understanding to modify the supplemental salary schedule of the CBA to allow for a Lead Mentor Coordinator and Staff Mentor/s when deemed necessary upon the employment of new teachers.

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

1. The Lead Mentor Coordinator oversees the mentor program for the Edgerton Local School District. This person is responsible for attending meetings that relate to the mentor program, recruit mentors to work with staff members who require mentors and doing any paperwork associated with the mentor program. The Mentor/s and Lead Mentor Coordinator is responsible to carry out the duties as prescribed by the Lead Mentor Coordinator, ODE, and the local administrative team.

2. Lead Mentor Coordinator Pay: $950.00

3. Mentors pay as shown:

1st Year Mentor:	$850.00
2nd Year Mentor:	$800.00
Facilitator:	$500.00 (Facilitator may be year 3 or 4)

4. Resident Educator Pay: $125.00 (One payment at completion of program)

5. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

6. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

7. This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

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

EDGERTON EDUCATION ASSOCIATION

_____

President Date

EDGERTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

_____

Superintendent Date

_____

Board President Date

_____

Board Treasurer Date

Appendix E

MEMORANDUM OF UNDERSTANDING

WHEREAS, the EDGERTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION ("Board") and the **EDGERTON EDUCATION ASSOCIATION** ("Association") are parties to a collective bargaining agreement in effect from August 1, 2024 through July 31, 2027and

WHEREAS, during the collective bargaining that precipitated the current collective bargaining agreement, the parties had extensive discussions regarding the District's implementation of the NOVA on-line learning program and the statutorily-required College Credit Plus Program ("CCPP"); and

WHEREAS, the Association presented comprehensive bargaining proposals related to the NOVA program and CCPP that were not accepted by the Board; and

WHEREAS, due to the fact that both the Nova program and the CCPP are relatively new programs, it was determined by the Board and the Association to refrain from permanent bargaining agreement modifications and to, instead, enter into a Memorandum of Understanding to address the Association's main concerns regarding job seniority for Association bargaining unit members currently employed by the Board.

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

1. No bargaining unit members shall be laid off/displaced during the terms of this collective bargaining agreement from August 1, 2024 through July 31, 2027 as a direct result of a collective bargaining unit employee being replaced due to the implementation of the NOVA program and/or the CCPP.

2. It is understood and agreed upon by the parties that the terms of this Memorandum shall not prohibit the District for exercising its discretion when delivering the need to set and/or adjust teacher staffing levels and to decide to replace or not replace teachers who may resign and/or retire from service with the District.

3. All other provisions of the Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and effect for the term

of the Agreement. No other agreement shall serve to alter the provisions of the current Agreement unless agreed to in writing between the parties.

4. This Memorandum shall expire on July 31, 2027.

5. All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Association.

6. This Memorandum of Understanding shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

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

EDGERTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: _____ _____
Superintendent

Date: _____ _____
Board President

Date: _____ _____
Board Treasurer

EDGERTON EDUCATION ASSOCIATION

Date: _____ _____
President

APPENDIX F

MEMORDANDUM OF UNDERSTANDING

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

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2024, through July 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. OHIO TEACHER EVALUATION SYSTEM

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 "F", which has been mutually developed by both parties. This teacher evaluation system has been developed in consultation with the EEA 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 spend 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 spend 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 EEA. Any revisions to this Memorandum is subject to ratification by both parties prior to implementation.

1. This committee shall comprise of three (3) Administrators, including the Superintendent, one (1) counselor, and up to four (4) members appointed 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 jointly 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 the 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 Edgerton Local 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 (OTES) 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, which is based upon a preponderance of the evidence assigned to a teacher based on a holistic review of all evaluations 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 the 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)

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

15. Walkthrough: Two Informal observations of 3-10 consecutive minutes.

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 pre-conference 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 (formal), the second focused (informal), and third focused (informal, unannounced) 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 and/or interview after an unannounced observation.

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

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

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

   c. Third (3rd) post-observation conference held on/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 intends to 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 (formal) and second focused (informal) 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. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.

   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) workdays after the observation.

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

   a. First (1st) post-observation conference held on/before Dec. 15.

   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 ten (10) consecutive minutes in duration.

2. An evaluator may perform a total of two (2) walkthroughs per year (one per semester).

3. The agreed-upon written Walkthrough Form will be given to the teacher within three (3) workdays after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible.

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 provide 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 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.

M. 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 Edgerton Education 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 "F" 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 that 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 Edgerton Education Association (EEA), 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 M 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's 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 pre-conference 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) workdays 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 intends to 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. 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. 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) walk-throughs 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 will be given to the school counselor within three (3) workdays after the walkthrough. Wallthroughs 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 OhioES reporting process, the District will manually enter performance ratings to determine the Final Holistic Rating.

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 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 Edgerton Education Association.

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

This Memorandum will expire on August 31, 2027, and shall remain in effect until a successor agreement is negotiated.

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

Association President	Date	Superintendent	Date
Association Representative	Date	Board President	Date

Teacher:	Class Observed:	Time/Period:
Evaluator:	Students:	Date:

Edgerton Local Schools
Teacher Evaluation Rubric

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
1	**FOCUS FOR LEARNING (Standard 1: Students Standard 2: Content Standard 3: Assessment Standard 4: Instruction)** ***Sources of Evidence:*** ***Pre-Conference*** ***Student data*** ***Lesson plans*** ***Assessments***	☐ The teacher does not use HQSD to develop measurable & developmentally appropriate student growth goals. ☐ The teacher plans lessons that demonstrate no connections to student prior or future learning. ☐ The teacher's instructional plan does not reference Ohio's Learning Standards.	☐ The teacher uses one source of HQSD & attempts to analyze patterns to develop measurable & appropriate student growth goals. ☐ The teacher plans lessons that attempt to make connections with student prior or future learning. These connections are not clear. ☐ The teacher's instructional plan references Ohio's Learning Standards, but goals & activities do not align with student needs, school & district priorities, or the standards.	☐ The teacher thoroughly & correctly analyzes patterns in at least two sources of HQSD to develop measurable & appropriate student growth goals & monitors student progress toward goals. ☐ The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students. ☐ The teacher's instructional plan incorporates activities, assessments and resources, including technology, that align with student needs, school & district priorities, and Ohio's Learning Standards.	☐ The teacher thoroughly & correctly analyzes patterns in at least two sources of HQSD to develop measurable & appropriate student growth goals & monitors student progress toward goals. The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting & progress monitoring. ☐ The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students – among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues, and/or other professionals to understand each student's prior knowledge while supporting student development. ☐ The teacher's instructional plan incorporates activities, assessments and resources, including technology, that align with student needs, school & district priorities, and Ohio's Learning Standards. The teacher participates in studying & evaluating advances in content and/or provides input on school & district curriculum.

INSTRUCTIONAL PLANNING

EVIDENCE

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

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
2	**KNOWLEDGE OF STUDENTS (Standard 1: Students Standard 4: Instruction Standard 6: Collaboration & Communication)** ***Sources of Evidence:*** ***Pre-Conference*** ***Student data***	☐ 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 instructional 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, talents, backgrounds, skills, language proficiency, and interests. The instructional plan draws upon input from school professionals & outside resources.
INSTRUCTIONAL PLANNING	**EVIDENCE**				
	Rating (circle one)	**Ineffective = 1**	**Developing =2**	**Skilled = 3**	**Accomplished = 4**
					SCORE FOR SECTION 2 =

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
3	**LESSON DELIVERY (Standard 2: Content Standard 3: Assessment Standard 4: Instruction Standard 5: Learning Environment Standard 6: Collaboration & Communication)** ***Source of Evidence:*** ***Pre-Conference*** ***Post-Conference*** ***Formal Observation*** ***Walkthroughs***	☐ The teacher does not communicate learning goals & expectations for mastery & 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 strategies. There is no student engagement. The teacher does not give students feedback. ☐ The teacher fails to monitor & address student confusion & misconceptions. ☐ Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned & how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	☐ The teacher inconsistently communicates learning goals, expectations for mastery, and models exemplary performance for students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language or strategies. Students demonstrate little engagement in the lesson. Feedback to students is general, limited, and may not support student learning. ☐ The teacher inconsistently monitors or incorrectly addresses student confusion & misconceptions. ☐ Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned & how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	☐ The teacher is consistent & effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery, & models exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language, & content-specific strategies to engage students. The teacher's communication strategies & questioning techniques check for understanding & encourage higher-level thinking. The teacher gives students substantive, specific, & timely feedback to support learning. ☐ The teacher consistently monitors & addresses common student confusion & misconceptions by presenting information in multiple formats & clarifying content as he or she sees challenges. ☐ Learning is a balance between teacher-directed instruction & student-directed interaction as students apply their knowledge & skills as developmentally appropriate. The teacher effectively combines collaborative & whole class opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate learning. Teacher uses differentiated instructional strategies & resources for groups of students.	☐ The teacher is consistent & effective in communicating differentiated learning goals, expectations for mastery, & models exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language, & content-specific strategies to engage students. The teacher's communication strategies & questioning techniques engage students in higher-level & creative thinking & stimulate student-to-student interactions. The teacher gives students substantive, specific, & timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other, & reflect on their own strengths & challenges. ☐ The teacher consistently monitors, addresses, articulates, & anticipates individual student confusion or misconceptions by presenting information in multiple formats & clarifying content as he or she sees challenges. ☐ Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge & skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative, & whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, & students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing, & resources are differentiated to make the lesson accessible & challenging for all students, while supporting various learning needs of individual students.
	EVIDENCE				
	Rating (circle one)	**Ineffective = 1**	**Developing =2**	**Skilled = 3**	**Accomplished = 4**
					SCORE FOR SECTION 3 =

INSTRUCTION AND ASSESSMENT

INSTRUCTION AND ASSESSMENT

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
4	**CLASSROOM ENVIRONMENT (Standard 1: Students Standard 5: Learning Environment)** ***Source of Evidence:*** ***Pre-conference*** ***Post-conference*** ***Formal observation*** ***Walkthroughs***	☐ The teacher has not established routines & procedures. Effective transitions are not evident, resulting in a significant loss of instructional time & frequent off-task behavior. ☐ There is no evidence of rapport or expectations for respectful, supportive, & caring interactions with & among students & the teacher. There is no demonstration of regard for student perspectives, experiences, & culture. The teacher does not address needs related to student sense of well-being.	☐ The teacher establishes routines & procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations. ☐ There is some evidence of rapport & expectations for respectful, supportive, & caring interactions with & among students & teacher. There is inconsistent demonstration of regard for student perspectives, experiences, & culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	☐ The teacher consistently uses routines, procedures, & transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom. ☐ There is consistent evidence of rapport & expectations for respectful, supportive, & caring interactions with & among students & teacher. There is demonstration of regard for student experiences, perspectives & culture. The teacher models expectations & behaviors that create a positive climate of openness, respect, & care. The teacher anticipates & effectively addresses needs related to student sense of well-being.	☐ The teacher & students have collaboratively established consistent use of routines, procedures, & transitions that are effective in maximizing instructional time. On-task behavior is evident & ensured by students. Students initiate responsibility for effective operation of the classroom. ☐ The teacher intentionally creates a classroom environment that shows consistent evidence of rapport & expectations for respectful, supportive, & caring interactions with & among students & teacher. There is demonstration of regard for student experiences, perspectives & culture. The teacher models expectations & behaviors that create a positive climate of openness, respect, & care. The teacher anticipates & effectively addresses needs related to student sense of well-being. The teacher seeks & is receptive to the thoughts & opinions of individual students & the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized & valued.

EVIDENCE

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

INSTRUCTION AND ASSESSMENT					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
5	**ASSESSMENT OF STUDENT LEARNING (Standard 1: Students Standard 3: Assessment)** ***Source of Evidence:*** ***Pre-conference*** ***Post-conference*** ***Formal observation*** ***Walkthroughs*** ***Assessments***	☐ The teacher does not use varied assessments. The teacher fails to analyze data & 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's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	☐ The teacher makes limited use of varied assessments. The teacher attempts to analyze data & modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning w/ students. ☐ The teacher uses one source of HQSD to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	☐ The teacher selects, develops, & uses multiple assessments, including routine use of various diagnostic, formative, & summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipates learning obstacles, modifies instruction, & differentiates to meet the needs of students. The teacher shares evidence of student learning with parents & students to plan instruction to meet student needs. ☐ The teacher uses at least two sources of HQSD to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	☐ The teacher intentionally & strategically selects, develops, & uses multiple assessments, including routine use of various diagnostic, formative, & summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes patterns to measure targeted student learning, anticipates learning obstacles, modifies instruction, & differentiates to meet the needs of students. The teacher shares evidence of student learning with colleagues, parents, & students to collaboratively plan instruction to meet student needs. ☐ The teacher uses at least two sources of HQSD to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.
	EVIDENCE				
	Rating (circle one)	**Ineffective = 1**	**Developing =2**	**Skilled = 3**	**Accomplished = 4**
					SCORE FOR SECTION 5 =

PROFESSIONALISM

		Ineffective	Developing	Skilled	Accomplished
6	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration & Communication Standard 7: Professional Responsibility & Growth)** ***Source of Evidence:*** ***Professional Growth Plan*** ***Improvement Plan*** ***Pre-conference*** ***Post-conference*** ***Self-assessment*** ***Peer review***	☐ The teacher does not communicate with students & families. ☐ The teacher does not communicate and/or collaborate with colleagues. ☐ The teacher demonstrates a lack of understanding & regard for district policies, state & federal regulations, & the Licensure Code of Professional Conduct for Ohio Educators. ☐ The teacher sets short-term & long-term professional goals but fails to monitor progress or take action to meet the goals.	☐ The teacher inconsistently or unsuccessfully uses communication & engagement strategies with students & families. These do not contribute adequately to student learning, well-being, & development. ☐ The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice. ☐ The teacher demonstrates minimal understanding of district policies, state & federal regulations, & the Licensure Code of Professional Conduct for Ohio Educators. ☐ The teacher sets and monitors short-term & long-term professional goals but fails to take appropriate action to meet the goals.	☐ The teacher uses effective & appropriate communication & engagement strategies with students & families, resulting in partnerships that contribute to student learning, well-being, & development. ☐ The teacher effectively communicates & collaborates with colleagues to examine instructional practice & analyze patterns in student work & student data to identify & implement targeted strategies for improving professional practice. ☐ The teacher demonstrates understanding by following district policies, state & federal regulations, & the Licensure Code of Professional Conduct for Ohio Educators. ☐ The teacher sets short-term & long-term professional goals & monitors progress in meeting them based on self-reflection & data analysis. The teacher takes appropriate action to meet the goals.	☐ The teacher uses multiple effective & appropriate communication & engagement strategies with individual students & families. These ongoing strategies promote two-way communication, active participation, & partnerships that contribute to each student's learning, well-being, & development. ☐ The teacher initiates effective communication & collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice, and/or the teaching profession. ☐ The teacher demonstrates understanding by following district policies, state & federal regulations, & 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. ☐ The teacher consistently pursues best practices and sets, monitors, & reflects on progress toward meeting short-term & 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

Rating (circle one)	Ineffective = 1	Developing =2	Skilled = 3	Accomplished = 4
				SCORE FOR SECTION 6 =

Two Sources of High Quality Student Data:

Source 1:

Source 2:

Cumulative Performance Rating (Holistic Rating using Performance Rubric)

SCORING-Enter score for each section					
Section 1	**Section 2**	**Section 3**	**Section 4**	**Section 5**	**Section 6**

Teacher Performance Rating (circle one)	Ineffective = 1	Developing =2	Skilled = 3	Accomplished = 4

Area(s) of Reinforcement:

Area(s) of Refinement:

Administrator/Evaluator's Signature

Teacher's Signature

Date

Date

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

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

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

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

EDGERTON 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	Ineffective	Developing	Skilled	Accomplished
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.	• 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.	• 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.	• 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.	• 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 **Evaluation and Data** – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.	**Ineffective** • The school counselor does not monitor student performance and progress. • The school counselor does not monitor effectiveness of the program.	**Developing** • 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.	**Skilled** • 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.	**Accomplished** • 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 **Professional Responsibility, Knowledge and Growth –** School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.	**Ineffective** • 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.	**Developing** • 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.	**Skilled** • 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.	**Accomplished** • 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.

Edgerton Local Schools
OTES Informal Observation
Lesson Plan Format



Teacher Name:

Class Being Observed:

Date of Observation:

Unit Name:

Content:

Describe the unit and previous student knowledge. Include relevant standards, if applicable.

Strategy:

Explain the strategy that will be used to deliver content. Explain differentiation and/or enrichment techniques that will be used in this lesson.

Goals for Lesson:

List the things that students will be able to accomplish by the end of this lesson cycle.

HQSD Data Point #1

HQSD Data Point #2

Resources may be attached

Edgerton Local Schools
OTES Formal Observation
Lesson Plan Format

Teacher Name:

Class Being Observed:

Date of Observation:

Unit Name:

Unit & Lesson Overview:

Below, briefly describe the unit that you are currently teaching that is associated with this lesson plan. Explain where this lesson plan lies within the lesson cycle, its purpose, and what students know and understand going into this lesson plan.

Lesson Concept:

Below, explain exactly what the observer will see in this particular lesson plan. Discuss why this lesson is important within the unit, or in the process of learning the concept at hand.

Performance Objectives / Goals for Lesson:

Below, LIST the things that students will be able to do by the end of this lesson cycle. These goals and objectives can be listed as "I can" statements.

Standards Addressed in this Lesson (If Applicable):

Below, LIST the standards that will be covered in the lesson plan that will be observed. These standards should be based off of the Ohio's Learning Standards, or other standards applicable to the lesson or class. If standards are not applicable to this lesson or class, do not list them.

Resources / Materials Needed for this Lesson:

Below, LIST the materials or resources that will be used for this lesson cycle. You should attach any handouts used in this observed lesson when giving this completed plan to the observer.

Edgerton Local Schools
OTES Formal Observation
Lesson Plan Format

The Lesson:

In each section below, list or script what the observer will see in that particular part of the lesson plan, and list an approximate amount of time for each section.

Readiness (Motivation for the Lesson):

Central Lesson or Activity (Core Part of the Lesson):

Closure (Closing for the Lesson):

Enrichment / Differentiation for the Lesson:

Below, explain or list the enrichment or differentiation techniques that will be used in this lesson. Answer the following questions: 1. How will the instructional strategies address all students' learning needs? 2. How will the lesson engage and challenge students of all levels? 3. How will developmental gaps be addressed?

HQSD Data Point #1

HQSD Data Point #2

Edgerton Local Schools
OTES PGP

Professional Growth Plan For: _____

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

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

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

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

Teacher's Signature: Date:

Evaluator's Signature: Date:

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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