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NEGOTIATED AGREEMENT

BETWEEN THE

MADISON EDUCATION ASSOCIATION

AND THE

MADISON LOCAL BOARD OF EDUCATION

August 13, 2026 – August 12, 2027

NEGOTIATED AGREEMENT
BETWEEN THE MADISON EDUCATION ASSOCIATION
AND THE MADISON LOCAL BOARD OF EDUCATION
for the 2026-2027 School Years

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DEFINITION OF TERMS

The following words, as used throughout this document, shall have the meaning as listed below unless the context plainly requires otherwise:

"Accumulated Sick Leave"	a combination of the sick/personal leave days accumulated by an Association member prior to the current school year and those which may be advanced during the current school year
"Board"	the Board of Education of the Madison Local School District
"Collaboration"	scheduled time to allow staff members to work in teams to address clearly defined, achievable, relevant and useful goals that are cooperatively planned between teachers and the administrative teams
"Day"	a calendar day, excluding any holiday as defined in ORC §1.14
"District"	the Madison Local School District
"Grievance"	an alleged violation, misinterpretation, or misapplication of this Negotiated Agreement
"Grievant"	a teacher, group of teachers, or the MEA
"Hourly Rate"	the total amount which shall be paid for each hour of an elementary teacher's emergency assignment and for each classroom period of a middle school or high school teacher's emergency assignment
"Hours"	college-level coursework completed and applied to placement on their teachers' salary schedule, and calculated as semester hours
"IEP"	an individual education program established for special education students in accordance with state and federal statutes and regulations.
"Immediate Family"	a father, mother, sister, brother, spouse, child, grandparent, grandchild, in-law, or any other person living in the same household.
"Improvement Plan"	a written plan designated by the administration (with the collaboration of the affected teacher, if desired) to improve the teacher's performance to meet the Board's expectations
"Improvement Plan Mentor"	a teacher who agrees to provide assistance for a teacher working under an improvement plan
"MEA"	the Madison Education Association
"Mentor"	a teacher who agrees to work with a Resident Educator in accordance with program requirements of the ODE

"Negotiated Agreement"	the professional negotiations agreement by and between the Board and the MEA
"ODE"	the Ohio Department of Education
"ORC"	the Ohio Revised Code
"PDC"	the district-level professional development committee established by this Negotiated Agreement
"Posting Date"	the day on which an open position is first communicated to staff, either through e-mail, inter-office mail or postal service
"Pre-K Teacher"	Certified/licensed teachers of special needs students of ages 3-5 (prior to kindergarten)
"Principal"	the principal of the school to which a teacher is assigned
"Reason"	the objective and empirical evidence used by the Board, the administration and the MEA to reach a decision or conclusion
"Resident Educator"	a teacher (RE) who has a four (4)-year provisional license
"§"	a section citation
"SERB"	the State Employment Relations Board
"STRS"	the State Teachers' Retirement System
"Superintendent"	the Superintendent of Schools of the Madison Local School District
"Teacher"	a member of the bargaining unit, whether or not the members assignment is as a classroom instructor
"Transfer"	the reassignment of a teacher to a teaching assignment in a different certification area at the secondary level; to a teaching assignment in a different grade at the elementary level after internal assignments are made in the affected building; or to a different building
"Treasurer"	the Treasurer of the Madison Local School District
"USC"	the United States Code
"Vacancy"	a current or projected opening (other than reassignments due only to changes in enrollment) in a certificated teaching position which the Board intends to fill
"Voluntary"	Any request that is not part of the teacher's contractual duty

ARTICLE I - PROCEDURAL AGREEMENT

A. Recognition

The Board recognizes the MEA as the sole and exclusive bargaining representative of all teachers in the bargaining unit for the purpose of arriving at contractual agreements on wages, hours, fringe benefits, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Negotiated Agreement. The bargaining unit shall consist of the following Board hired employees:

K-12 certificated licensed teachers
Pre-K-12 Certificated Licensed Intervention Specialists
Occupational Therapist
Occupational Therapist Assistants
Speech and Language Pathologists
Guidance Counselors
School Psychologists
Librarians
Tutors

The Board shall not subcontract bargaining unit member positions as defined above through the Educational Service Center.

However, as necessary, the Board may subcontract School Psychologists, Speech Pathologists, and Occupational Therapy services for all out-of-district placements through the ESC or other service providers following a consultation with the Association President. Out-of-district placements include but are not limited to scholarship students, open-enrolled students, and students placed by the Board in another setting. This shall not be used to replace any bargaining unit member positions or used to replace future full-time bargaining unit positions.

Members of the bargaining unit hereinafter shall be collectively referred to as bargaining unit members.

Specifically excluded from the bargaining unit shall be the Superintendent, Assistant Superintendents, Treasurer, Principals, Assistant Principals, Board office administrators, and casual, day-to-day substitutes. Tutors shall be included in the bargaining unit, but shall be subject only to the following exception:

Tutors shall be employed, depending upon need, on a year-to-year basis under a one (1) year limited contract which shall expire automatically at the conclusion of the last day of the school year for students without prior written notice of nonrenewal unless the Board acts to renew the contract on or before June 30.

This recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with ORC §4117.

B. Procedures

1. A written request for negotiations will be submitted by the MEA to the Superintendent no earlier than March 15 or later than sixty (60) days prior to the contract expiration date of the year in which the Negotiated Agreement expires. A copy of the request shall be submitted to the SERB. The Board will also be able to request negotiations and bring items to the table.

2. Meetings

a. A meeting between the negotiations teams of the MEA and of the Board will be scheduled for a mutually satisfactory time within ten (10) work days after the receipt of the written request for negotiations or upon a mutually satisfactory later day. Each negotiations team shall be limited to eight (8) members plus one (1) observer, including the chief negotiator.

b. The first meeting shall be used to accomplish the following purposes: [1] to identify the negotiations teams and their chief negotiator or spokesperson; [2] to determine a mutually agreeable meeting place; [3] to establish a schedule for discussion; [4] to discuss such matters as may be necessary to facilitate meaningful and good faith negotiations; and [5] to exchange initial bargaining proposals in Negotiated Agreement form language so that, if adopted, they could be immediately placed into the Negotiated Agreement without further editing. After this exchange, no new topics can be submitted by either side except by written, mutual agreement. The exchange of initial proposals may be made in advance of the first meeting by mail or by meeting of each team's chief negotiators upon the mutual agreement of the Board's and MEA's negotiations teams.

c. Negotiations sessions shall be closed to the press and the public. With advance notice to the other negotiations team, either team may have expert consultation or expert testimony presented from persons not identified as negotiations team members.

d. Normally, negotiations sessions will be scheduled not to conflict with the school day. If mutually deemed necessary by the parties, sessions may be held during the school day, in which case team members will be released for negotiations without loss of pay or benefits.

e. Each side shall bargain in good faith. Good faith means the obligation of the MEA, and its designated representatives, and the Board, and its designated representatives, to have a desire to reach a negotiations agreement upon those matters being negotiated. This obligation does not compel either party to agree to a proposal.

f. This section will be tolled until the completion of the statutory challenge procedure noted in §A, above, if a challenge is initiated. The initial meeting provided by §B[2][a] of this section will then be scheduled within ten (10) work days following SERB determination of the results of the election, provided this recognition and the Negotiated Agreement contained herein are to continue.

3. When final agreement is reached between the two negotiations teams, the total Negotiated Agreement shall be reduced to writing and submitted to the membership of the MEA for approval and acceptance within thirty (30) days of the final agreement. If the MEA approves and accepts the written agreement, it shall then be submitted to the Board for final ratification and adoption at the next Board meeting. Upon acceptance and ratification, the Negotiated Agreement will be signed by the Board President, MEA President, Board Treasurer, MEA Treasurer, Superintendent and/or Board Chief Negotiator, and MEA Chief Negotiator.

C. Mediation

1.

a. In the event that agreement cannot be reached on issues submitted to the bargaining process or thirty (30) days prior to the expiration date of the Negotiated Agreement—whichever comes sooner—either negotiations team may request the services of a mediator to assist in resolving any/all remaining negotiation items. The requesting party shall notify the other team and make a direct request for assistance from the Federal Mediation and Conciliation Service, subject to its rules and regulations. If a Federal Mediator is not available, or at the parties' mutual option, a private mediator may be employed. The parties may mutually agree to an alternate procedure.

b. The Federal Mediator is recognized to have full authority to set the time, place, and date of all mediation sessions and may set whatever other rules and regulations he/she deems necessary.

2. Mediation sessions may be held during the school day. Team members will be released for negotiations without loss of pay or benefits.

3. All costs will be shared equally by both parties.

4. When final agreement is reached through these impasse procedures, it shall be subject to the provisions of §B [3] of this section.

D. General Provisions

1. Upon request and within a reasonable period of time, the Board shall furnish the MEA whatever available public information, as defined by ORC §149.43, that the MEA considers helpful in representing the bargaining unit.

2. The impasse procedures set forth above constitute the parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in ORC §4117.14.

E. Mutual Respect of Parties

The Board and MEA agree to respect the responsibilities each has to itself and to the other in matters found within this Negotiated Agreement. The Board retains and reserves unto itself, without limitation, all powers, duties and responsibilities conferred upon and vested in it by the constitutions of the United States and the State of Ohio and all applicable statutes, and shall enjoy their free exercise in its actions, judgments and discretion, except only as limited by the specific and express terms of this Negotiated Agreement. The MEA shall retain and reserve unto itself its duties to the profession of education and its role on behalf of its members as provided and governed by law or the terms of this Negotiated Agreement.

ARTICLE II - MEA RIGHTS AND RESPONSIBILITIES

A. The MEA shall be authorized to use the district's email system, mail facilities and the teachers' mailboxes to conduct Association business consistent with Board policy.

B. The Superintendent or designee shall designate reasonable space on a bulletin board in each building for the general use of the MEA, when possible, the bulletin board shall be located in an area readily accessible to and normally frequented by teachers.

C. The MEA shall be permitted to use school buildings, school facilities, and equipment when they are not in use for other purposes, and at a time and place that does not interfere with normal and other scheduled use, at no cost.

D. The Superintendent shall provide, without cost, once per meeting, the MEA President with two (2) copies of the Board agenda and all addenda when it is provided to the Board. The Treasurer shall provide materials as are specifically requested. Additionally, all of the aforementioned items will be emailed to all bargaining unit members no later than the day of the Board meeting.

E. A copy of current Board policies and this Negotiated Agreement will be maintained on-line. The Treasurer will send all Board policy changes to the MEA President no later than five (5) business days following Board action. The Board shall provide each teacher with a copy of this Negotiated Agreement, plus an additional twenty (20) copies to the MEA President for Association use, within forty-five (45) days after its ratification or fifteen (15) days after the teacher's duties begin. The costs of producing the Negotiated Agreement will be shared equally by both parties.

F. Any change in a current job description or creation of a new job description [both to include supplemental positions] shall be done only after consultation with MEA.

G. The names, addresses, phone numbers and building assignments of all teachers, and the names, addresses and phone numbers of school administrators and Board members shall be supplied to the MEA no later than September 30 of each year. A teacher may request that his/her phone number be unlisted; however, the unlisted number shall be provided to the Board office for school-related business use.

H. A duly authorized representative of the MEA, not assigned duties by the Board at the time, may be free to visit school buildings for MEA business. The MEA representative shall sign in at the office of the visited school. The express permission of the building principal or designee is required before the MEA representative may confer with a teacher assigned to that building, unless it is during the teacher's duty-free lunch period or other student non-contact time.

I. Right to Fair Share Fee

In accordance with the United States Supreme Court decision in Janus v. AFSCME, 585 U.S. ___ (2018), collection of fair share fees has stopped. Any language in this article concerning the collection of fair share fees is void until such date on which the United States Supreme Court overrules the Janus decision. All language in the Article not concerning the collection of fair share fees remains valid.

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for teachers employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed teachers, or until all challenges are resolved.

b. Upon Termination of Membership During the Membership Year

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

4. Transmittal of Deductions

The Treasurer shall accompany each such transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The MEA represents to the Board that an internal rebate procedure has been established in accordance with ORC §4117.09(C), that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher who does not join the MEA, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The MEA on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

b. The MEA shall reserve the right to designate counsel to represent and defend the Board as employer;

c. The Board agrees to:

i. Give full and complete cooperation and assistance to the MEA and its counsel at all levels of the proceeding;

ii. Permit the MEA or its affiliates to intervene as a party if it so desires; and/or

iii. Not oppose the MEA or its affiliates' application to file briefs *amicus curiae* in the action.

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

J. Unpaid Dues

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken out of subsequent pays, half per pay, until such time as the unpaid dues are caught up. The Board Treasurer and the MEA Treasurer shall consult one another to confirm the amount the bargaining unit member has not paid for the month(s) in question.

K. Teacher Professional Organization (TPO)

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, Grievance Chair and other positions as designated by the Association. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for all costs associated with above stipends.

ARTICLE III - TEACHER EMPLOYMENT

A. Employment Practices

1. All teachers as defined in Article I shall be direct employees of the Board and members of the MEA bargaining unit.

2. As a condition of employment, every teacher employed by the Board shall have at least

   a. A bachelor's degree from an accredited college or university; and

   b. A current provisional or higher certificate or a current license issued by the ODE or application on file at the ODE by June 30 unless otherwise provided by law.

   Each newly employed teacher under a conditional contract shall satisfy all statutory requirements for a criminal background records check as a condition precedent for full employment under a limited contract.

B. Teaching Contracts

1. Limited Contracts

   a. A new teacher to the District shall receive a one (1) year limited contract.

   b. At the expiration of a one (1) year limited contract, a rehired teacher shall be granted a one (1) year limited contract.

   c. At the expiration of the second, one (1) year limited contract, a rehired teacher shall be granted a one (1) year limited contract.

d. At the expiration of the third, one (1) year limited contract, a rehired teacher shall be granted a two (2) year limited contract every renewal thereafter, unless they become eligible for a continuing contract.

A bargaining unit member eligible for a multi-year limited contract may request in writing, and shall be granted a lessor number of year contract so long as the teacher makes written application for a lessor contract no later than March 1.

2. Continuing Contracts

a. In order to qualify for continuing contract status, the individual teacher must:

i. Receive the recommendation of the principal based upon the performance evaluations and other known data in the teacher's personnel file;

ii. Have taught three (3) out of the past five (5) years in the District or two (2) years if the teacher possessed a continuing contract in another Ohio public school district; and

iii. Possess proper ODE certification or licensure.

iv. Comply with Ohio Revised Code timelines regarding continuing contracts.

b. It is the individual teacher's responsibility to give written notice to the Superintendent of expected eligibility for continuing contract status by March 1 of the school year in which the Superintendent may recommend a continuing contract to the Board for approval. Otherwise, the Board may renew or non-renew the teacher's limited contract at its April meeting without considering the possibility of eligibility for a continuing contract.

c. When a limited contract teacher provides timely written notice of expected eligibility for and meets the qualifications for it, the Superintendent shall recommend approval by the Board. If the Board approves, a continuing contract shall be issued, effective immediately. Otherwise, a decision on the teacher's contract status shall be deferred until the following April.

3. Teacher contracts and annual salary notification will be based upon the school calendar duly adopted by the Board. The Board may be required to alter the calendar to comply with state law or to respond to emergency conditions or acts of God.

4. Each newly employed teacher shall be issued a written individual contract of conditional employment pending the completion of a criminal background records check which verifies that the teacher has met all statutory conditions precedent for employment. Upon such verification, the teacher shall be issued a written individual limited contract for full employment.

5. Written individual contracts shall include the following information:

a. Name of the teacher and name of the Board;

b. Type of contract (conditional, limited or continuing);

c. Annual compensation and placement on the salary schedule;

d. Starting and ending date of contract;

e. Provision that the teacher abide by all provisions and requirements of:

i. the job description;

ii. Board policies, rules and regulations;

iii. this Negotiated Agreement; and

iv. provisions of law and regulations; and

v. Provision for signatures and dates.

6. Pursuant to ORC §4117.10, this section of the Negotiated Agreement shall take precedence over and supersede ORC §§3319.11 and 3319.111.

C. Supplemental Contracts

1. In filling supplemental contract position vacancies, the Board shall offer positions in the following manner:

a. The position shall be posted for seven (7) days and first be offered to qualified certificated/licensed employees in the district.

b. If the Board does not receive any acceptance from teachers qualified to fill the position, then the Board shall advertise the position as being available to a qualified non-certificated/non-licensed person. In filling a vacancy in this manner, the Board's employment motion shall state that the position was offered and advertised as described above, and that no qualified certificated/ licensed person has accepted the position.

2. Prior to the start of a position, all teachers who agree to assume additional responsibilities shall be granted additional compensation for them and shall be given a written contract that is in addition to the regular teaching contract. Each supplemental contract shall be a one (1) year limited contract, unless otherwise extended by the Board upon the recommendation of the Superintendent. Unless notified within thirty (30) days of the conclusion of the season, performance, or activity, said contracts shall roll over to another one (1) year agreement. Any supplemental contract filled by a non-bargaining unit member shall be reposted each year if employed after the 2009-2010 school year.

3. Written supplemental contracts shall include the following information:

a. Name of the teacher and name of the Board;

b. Starting and ending date of contract;

c. Assignment;

d. Copy of the current job description;

e. Amount and method of compensation;

f. Provision that the teacher abide by all provisions and requirements of:

i. the job description;

ii. Board policies, rules and regulations;

iii. this Negotiated Agreement; and

iv. provisions of law and regulations; and

g. Provision for signatures and dates.

The listing of all positions for which supplemental contracts are issued and the salaries paid for these positions are part of this Negotiated Agreement. Job descriptions for all supplemental contracts will be posted on the district website. The Board is not required to fill any or all of the supplemental contracts listed in Appendix B.

A committee to review current supplemental job descriptions will be established and meet on an as needed basis to recommend revisions to the job descriptions to the Superintendent. The committee will consult all head coaches or advisors before making any decision on the job descriptions in their applicable sport or activity. Final approvals are up to the Superintendent. The committee will be comprised of an equal number of administrative and bargaining unit members. Participation on the committee will be voluntary.

Each teacher holding a written supplemental contract shall be provided with a performance evaluation that aligns to the corresponding job description within thirty (30) days after the end of the season or the contracted duties. The evaluation method and procedure shall be determined by the Superintendent or designee after consultation with the MEA, but shall not be subject to the provisions provided elsewhere in this Negotiated Agreement for teacher evaluation. For evaluations of assistant coaches and advisors, the head coach or advisor, as applicable, shall give input to the evaluating administrator.

The teacher shall be notified by the appropriate administrator within ten (10) days of a known performance deficiency or complaint that would impact the individual's ability to continue the position.

Following the evaluation, anticipated vacancies for supplemental contract positions for the succeeding contract year shall be posted within thirty (30) days of the conclusion of the sport season or activity. Postings for fall, winter and spring sports positions may be held until all positions for the season may be posted together.

At the request of the teacher holding a supplemental contract, supplemental salaries shall be paid according to one of the two following plans:

a. In a separate lump sum payment not later than the first pay period following the completion of the supplemental contract; or

b. In equal installments combined and paid with regular earnings.

D. Redistricting

In the event that new buildings are built or grade levels reassigned to different buildings, the Board agrees to meet with the MEA to discuss and develop the redistricting and reassignment process.

E. Reduction in Force

1. If a reduction in the teacher force becomes necessary, a committee comprised of one (1) MEA member from each building, the MEA President, and Board designees shall oversee

the process outlined below. The Board agrees to meet and confer with the Association leadership to discuss a potential reduction in force.

Except for financial reasons, teachers will be notified of a possible reduction in force by the last contractual workday in person, without requirement to return to student instruction that day.

2. Whenever it becomes necessary to implement a reduction in the teacher force, reduction procedures based upon comparability and seniority shall be implemented in the areas of certification or licensure unless the Board demonstrates that it is necessary to use other criteria to achieve educational goals which could not otherwise reasonably be met by reductions based upon teachers' seniority and certification or licensure areas. Pursuant to H.B. 153, when conducting a RIF, the Board will suspend contracts in accordance with the Superintendent's recommendation, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. For the purpose of determining comparability, all teachers with a final summative evaluation rating of ineffective will be considered comparable (Category 1) and all teachers with a summative evaluation rating of developing, skilled, or accomplished shall be considered comparable (Category 2).

   All teachers except those excluded from recognition in this Negotiated Agreement and those who are included but who have been nonrenewed or terminated for reasons other than a reduction in force are covered by the procedures specified below.

   The Board of Education shall act on all continuing contracts prior to the implementation of a Reduction in Force.

3. Within each affected area of certification or licensure, reductions not achieved through attrition shall be accomplished by laying off teachers, in reverse order of seniority first in Category 1 and then Category 2, who are employed under limited contracts and then, if necessary, by suspending those employed under continuing contracts first in Category 1 and then Category 2, except as otherwise provided in this section.

4. Exceptions to preference for retention based on seniority may be made under circumstances described in §2 of this section or when they are necessary to comply with state and federal laws relating to employment matters.

5. Teachers laid off due to a reduction in force shall be so notified in writing. Their names shall be placed upon a recall list in reverse order of layoff. A copy of the list shall be given to the MEA President. A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which that teacher is or has become certificated or licensed before the next teacher lower on the recall list is recalled first in Category 2 and then Category 1, except as otherwise provided in this section and before any new employee is hired for the position.

6. The Board shall provide notice of recall by mail sent under a certificate of mailing to the last address given by the teacher to the Board. It is the responsibility of the teacher to provide a current mailing address to the Board.

7. Teachers on the recall list shall remain eligible for reemployment in accordance with §6 of this section for the next three (3) contract years following layoff. Teachers who are offered but decline reemployment for a regular full-time teaching position for any reason other than employment under contract in another school district forfeit further rights to recall. Teachers employed under contract in another school district may be offered another open position which

becomes available during the first three (3) years their names are placed on the recall list. The acceptance or rejection of a part-time position does not limit a teacher's right to recall. A part-time teacher still on the recall list does not have transfer bidding rights.

8. A teacher on the recall list is eligible to retain group hospitalization benefits for up to three (3) years by making monthly premium payments to the District under Board policy governed by COBRA. A teacher who becomes employed under another group hospitalization plan loses all further eligibility for the District's group hospitalization coverage.

F. Seniority

1. Seniority shall mean the length of continuous employment in a bargaining unit position.

2. Bargaining unit members shall be placed on a seniority list. A bargaining unit member serving under a continuing contract will be placed at the top of the list, in descending order of seniority. A bargaining unit member serving under a limited contract will be placed on the list below continuing contract bargaining unit members, also in descending order of seniority. When a reduction in force is implemented, these seniority lists, based upon comparability as defined above, shall govern matters of retention, layoff and recall, subject to the exceptions provided for in this section.

3. Teachers' seniority status will be maintained on lists by certification or licensure by grade-level or subject area, whichever is applicable.

4. Seniority shall accrue for all time a bargaining unit member is on active pay status or on the recall list.

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

6. Bargaining unit members shall accrue seniority as follows:

   a. Zero to four (0 — 4) hours per day and at least one hundred twenty (120) days per year equals one-half (1/2) year seniority.

   b. More than four (4) hours per day and at least one hundred twenty (120) days per year equals one (1) year seniority.

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

8. A bargaining unit member who leaves the bargaining unit of the Madison Local Schools to enter into the administrative or supervisory area of the Madison Local Schools shall have their seniority frozen at that point.

9. Equal Seniority

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

   b. At the time the tie occurs, ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

      i. The bargaining unit member with the first day worked in the District; then

ii. The bargaining unit member with the earliest date of system-wide employment as a bargaining unit member or a tutor as determined by Date of Board Action to employ the member; then

iii. The last four (4) numbers of each member's social security number. The member with the lowest number shall be considered the most senior.

10. Posting of Seniority List

a. Seniority lists shall be delivered to the Association President by November 1 of each work year indicating:

i. Number of years accrued;

ii. First day worked in the District;

iii. Date of system-wide employment;

iv. All areas of certification/licensure.

b. The seniority list will be maintained electronically on Infinite Campus (or the District official program), accessible only to District employees and updated by February 1.

11. Correction of Inaccuracies

Each bargaining unit member shall have right to advise the Superintendent or designee or its agents in writing of any specific inaccuracies which affect his/her seniority. The Superintendent or designee shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list.

12. Loss of Seniority

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

G. Just Cause

No bargaining unit member may be disciplined, non-renewed (after the third year of employment), terminated, or adversely evaluated (receive an ineffective rating) without just cause. The employee has the right to Union representation, of the employee's choosing, at any hearing or meeting related to discipline, adverse evaluation, non-renewal or termination.

H. Termination of Contract

The Board of Education may only terminate a contract with just cause and after following due process.

If reasonable evidence causes the Superintendent to recommend that the Board adopt a resolution of its intent to consider the termination of a teacher's contract, the teacher, his/her MEA representatives and the Superintendent may meet as soon as practicable upon the request of either the teacher or the Superintendent. The meeting's purpose will be to consider alternative disciplinary actions that may include, but not limited to suspension without pay, other form of monetary deduction or restitution, or resignation. A meeting request shall not operate to invalidate the due process procedure and/or other contractually or statutorily required protection of the teacher.

Any mutually agreed upon alternative to a disciplinary sanction or to termination proceedings shall have its terms reduced to writing and signed by the teacher, the MEA and the Superintendent. Upon receipt of the written agreement, the teacher shall have three (3) days to sign and return it to the Superintendent, or there will be no agreement. No alternative disciplinary action under this section shall be implemented without the teacher's signature on the agreement.

A teacher who receives written notice of the Board's intention to terminate his/her contract has the right to:

1. Request a written statement which describes the circumstances leading to the decision to terminate at least fifteen (15) days prior to Board action;

2. Request a hearing with the Board prior to Board action.

Once the Board has taken action to terminate a contract, the teacher may at his/her option grieve the decision on both procedural and substantive due process and just cause grounds immediately to Step V of the Grievance Procedure.

The above procedure does not abridge the member's rights or the obligations of the Board and/or its designees under Ohio law generally, but does supersede the procedural portions of Ohio Revised Code Sections 3319.16 and 3319.161.

I. Non-renewal

In order to non-renew a teacher, the following must have been completed:

1. In the year in which the non-renewal occurs, a minimum of three (3) formal observations, four (4) informal "walkthrough" observations, and a final summative evaluation must have been completed by an administrator.

2. The written report of the results of the observations must include reasonable goals, recommendation for improvement, and how the teacher may obtain assistance.

3. A teacher who receives written notice of the Board's intention to nonrenew has the right to:

    i. Request a written statement describing how the reasonable goals were not achieved;

    ii. Request a written statement which describes the circumstances leading to the decision to non-renew;

    iii. Request a hearing with the Board prior to Board action;

    iv. Receive written notice of the Board's action to non-renew his/her contract on or before April 30.

For teachers with more than three (3) years of service in the District, once the Board has taken action to non-renew a teacher, the teacher may at his/her option grieve the decision on both procedural and substantive due process and just cause grounds immediately to Step V of the Grievance Procedure. A teacher must receive an 'ineffective' summative evaluation rating for three (3) consecutive evaluation cycles.

For teachers with less than three (3) years of service in the District, once the Board has taken action to non-renew a teacher, the teacher may at his/her option grieve the decision on procedural aspects of the non-renewal and evaluation process only.

The above procedure does not abridge the member's rights or the obligations of the Board and/or its designees under Ohio law.

J. Progressive Discipline

1. When a bargaining unit member is disciplined, a progressive discipline approach will be utilized. Any incident of willful misconduct and/or infraction of lawfully established Board rules will be referred to as an offense.

2. Disciplinary action shall be commensurate with the severity of the employee's offense.

3. Disciplinary Action Steps:

    a. Step 1 - Oral reprimand

    b. Step 2 - Written reprimand

    c. Step 3 - Suspension with pay

    d. Step 4 - Suspension without pay

    e. Step 5 - Termination

Any disciplinary action above Step 2 of this procedure may only be administered by the Superintendent, or the Assistant Superintendent.

Any non-renewal/termination (Step 5) may only be administered by the Board of Education.

K. Due Process

In the event of proposed discipline, the entity administering the discipline shall provide the employee with:

1. Detailed written notice of the alleged offense(s) including witnesses, dates, times and all other reasonable information so the member can reasonably respond to the allegations. The member shall have twenty-four (24) hours notification prior to the hearing.

2. If the discipline is Step 1 or 2, the member shall have a hearing before the individual administering the discipline. The member shall have twenty-four (24) hours notification prior to the hearing.

3. If the discipline is Step 3 or 4, the member shall have a hearing before the Superintendent, or the Assistant Superintendent. The member shall have forty-eight (48) hours notification prior to the hearing.

4. If the discipline is Step 5, the member shall have a hearing before the Board of Education. The member shall have forty-eight (48) hours notification prior to the hearing.

5. The bargaining unit member will be given the opportunity to rebut the charges at the hearing and/or in writing within five (5) working days following the hearing.

6. Within seven (7) working days following the hearing and receipt of the written rebuttal, the entity administering the discipline will provide a written decision regarding the investigation which shall include the nature of the disciplinary action imposed, the dates of the implementation and a detailed explanation of the reasons for the discipline.

7. In the event where the discipline is agreed upon by all parties, or all steps have been exhausted and discipline is deemed appropriate by all parties, the agreed upon information must be placed in the teacher's file within ten (10) days and dated according to the hearing date or it shall not be placed in his or her file, and no discipline will be issued.

L. Conditional Contracts

The conditional employment contract of a teacher who does not meet employment requirements shall be immediately voided in accordance with ORC §3319.39. The teacher shall forfeit all contractual rights found in the Negotiated Agreement and waive all rights as found in ORC §3319.16 so long as the district can show, in writing, the failure of the teacher to meet the requirements of employment.

M. Americans with Disabilities Act

The Superintendent shall take appropriate steps to comply with the provisions of the Federal Americans with Disabilities Act (42 USC §12101 et seq.) consistent with this Negotiated Agreement.

N. Reemployment of Retired Teachers

1. The Board and MEA agree that members of MEA who retire under STRS from the District may be reemployed under the following conditions:

    a. The District intends to rehire to fill the vacancy due to the retirement of the teacher.

    b. A "reemployed teacher" refers to any teacher employed after retirement into STRS.

    c. To be eligible for reemployment, the teacher must submit an irrevocable letter of intent to retire and be rehired to the Superintendent on or before March 1.

    d. To be reemployed, the teacher cannot have had any Ineffective evaluations during the last three (3) years of employment within the district, must meet proper licensure requirements, and must be interviewed.

    e. The reemployed teacher is eligible for a one (1) year limited contract for a maximum of five (5) years of employment.

2. A reemployed teacher will be placed at the BA level, Step 5 and shall not advance on the salary schedule.

3. A reemployed teacher will not resume nor earn continuing contract status. A reemployed teacher may be evaluated pursuant to Article VIII of this Negotiated Agreement.

4. A reemployed teacher shall receive all health benefits afforded by this Negotiated Agreement. Current insurance coverage will continue without interruption.

5. A reemployed teacher may not accrue additional STRS credit. The Board and the reemployed teacher shall make contributions to STRS that will fund a single-life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.

6. Seniority for a reemployed teacher returning to service will be zero (0) and remain at zero (0).

7. If the District RIF's positions in a department, the reemployed teacher will be the first to be RIF'ed and the last to be recalled. RIF'ed reemployed teachers will be recalled as per contract language.

8. Retired teachers will receive severance pay earned before being rehired. However, retiring teachers participating in the rehire program will not be eligible for the retirement incentive.

9. A reemployed teacher will not accumulate severance pay nor be eligible for the retirement incentive upon resignation.

10. A reemployed teacher will be eligible to accumulate sick leave at the same rate as other teachers under this contract.

Except as provided for above, the parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the O.R.C., the Ohio Administrative Code, and federal laws and regulations.

ARTICLE IV - INDIVIDUAL RIGHTS

A. Nondiscrimination

1. The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, age, or membership or non-membership in the MEA.

2. No reprisals shall be taken against a teacher by reason of his/her utilization of any procedure or activity provided in this Negotiated Agreement, nor on account of his/her membership or non-membership or position in the MEA.

3. The Board agrees that teachers have the right freely and without fear of reprisal to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligations.

B. Within the recognized concept of Board and administrative rights and duties to provide for and to operate the District, to establish the curriculum, to require lesson plans which include objectives and procedures, and to exercise reasonable controls without hindrance, classroom teachers shall be free to teach according to the subject and students' level of understanding. It is the Board's strong position that students should be taught to think. Teaching children includes the teacher’s responsibility to refrain from forcing his/her position upon students. This is the responsibility of all teaching professionals.

C. All teachers have the right to use the telephone for necessary personal or school business calls.

D. Teachers shall work under safe and healthy conditions and shall be afforded fair and equitable treatment.

E. The Board shall provide a faculty room in every building.

F. Teachers shall not use any form of tobacco on school property. Teachers shall take precautions to assure that their tobacco products are not within plain view of students.

G. Teachers and the Board shall be insured all rights and privileges granted in the state and national statutes and Constitutions.

H. In the event a non-resident teacher's children cannot attend school in the District under an open enrollment program, the Board shall permit that teachers children to attend the District tuition-free and will honor requests for specific building placement.

I. The performance of, or refusal to perform, voluntary work shall not result in reprisal to any bargaining unit member.

ARTICLE V - ABSENCES AND LEAVES

A. Sick Leave

1. Sick leave credit shall accumulate at the rate of one-and-one-quarter (1-1/4) days per month and a maximum of fifteen (15) days per year.

2. A teacher's total accumulation of sick leave shall be unlimited. A teacher may earn and accumulate sick leave while on sick leave.

3. A teacher shall be granted an advancement of up to eighteen (18) days sick leave, if needed, to be charged against the sick leave the teacher will subsequently accumulate out of the current individual contract.

4. Sick leave may be taken in one-quarter (1/4) day increments with contiguous planning time included in the calculation as follows:

    a. 1.5 hours = 1/4 day

    b. 3.0 hours = 1/2 day

    c. 4.5 hours = 3/4 day

    d. 6.0 hours = full day

5. A teacher transferring to the employ of the Board shall be credited with the unused balance of accumulated sick leave upon verification of such accumulation from the proper public employer, subject to the accumulation caps listed in §A [2] of this section.

6. Unused accumulated sick leave days shall be reported to each teacher by the Treasurer once each month with the first paycheck.

7. Accumulated sick leave shall be paid for absence due to the following:

    a. Personal illness, injury, or doctor's appointment;

    b. Exposure to contagious disease which could be communicated to children or other employees;

    c. Illness, injury, or doctor's appointment in the teacher's immediate family;

    d. Pregnancy-related disabilities;

    e. Parental leave up to thirty (30) working days, <u>including the following contingencies:</u>

i. In the event that both parents are MEA members working for the Madison Local Schools, they may choose to take their parental leave consecutively; and

ii. When the birth/adoption occurs after the final working day of the prior school year, parental leave may be taken beginning with the first contract day of the school year;

f. Bereavement leave;

8. A teacher who knows in advance that it will be necessary to use sick leave should give the principal as much advance notice as possible of the anticipated period of time when sick leave will be used.

9. An employee that has exhausted all of his/her accrued sick leave and personal days~~,~~ and has an illness or injury to himself/herself or a member of his/her immediate family may request bargaining unit members to donate days. The request for donation will be made directly to the Office of the Treasurer, who will transmit the request, including the name of the individual requesting the days, to all members of the bargaining unit. The member must also submit a note from the member's doctor listing the number of days requested to the Office of the Treasurer at the time of request. A bargaining unit member, at his/her discretion, may donate sick leave or personal leave days directly to another bargaining unit member by submitting the donation form to the Office of the Treasurer by the deadline established in the original notification. No bargaining unit member may donate more than three (3) days per request. Donations will be added to the bargaining unit member's sick leave bank in the order they are received, up to the amount requested. Any donated but unused days will be returned to a sick leave bank account maintained by the fiscal office. Any new requests will be taken from the bank before donations are taken. No bargaining unit member may donate days if they have been a recipient within twelve (12) months of receiving a donation. Any bargaining unit member receiving STRS disability benefits or Worker's Compensation income replacement benefits shall not be eligible for this program.

B. Professional Leave

1.

a. A teacher shall not be unreasonably denied leave with pay for attendance at meetings or conferences of an instructional nature or visitations that can be beneficial in improving his/her instructional abilities or advancing the educational mission of the District.

b. Teachers shall not be unreasonably denied attendance at such meetings or conferences when the topics relate to their normal instructional assignment, the school's continuous improvement plan or general educational issues or concerns.

c. Teachers who are delegates to state or national education association conventions or workshops will be granted limited leave to attend meetings and perform duties that cannot be performed at times other than normal school days.

2. Professional leave is to be granted on approval of the Superintendent based on timely prior application to the immediate supervisor. Disagreement by a teacher with the Superintendent's decision shall not be subject to the grievance procedure. Denial by the Superintendent shall include the reason(s) for the denial.

C. Sabbatical Leave

Upon the recommendation of the Superintendent, the Board may grant sabbatical leave, with compensation, to teachers who have completed seven (7) consecutive years in their professional assignment. The sole purpose of a sabbatical leave is for a teacher's self-improvement that will benefit the District. Sabbatical leave will be governed by the following regulations:

1. Leave may be granted for one (1) or two (2) full semesters, but not longer than one (1) school year.

2. Application for leave for professional study, travel, research, or professional improvement shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave shall be accompanied by an outline of the program of study or research to be pursued, or the scope and nature of the travel to be undertaken, or the proposals for professional improvement.

3. An applicant shall be notified by the Superintendent within thirty (30) days after presenting the application for sabbatical leave whether or not leave will be recommended.

4. The amount of compensation to be received by a teacher on sabbatical leave shall be equal to the difference between his/her salary and the salary of a replacement. The Superintendent shall seek a desirable, certificated or licensed replacement and shall maintain just consideration for the teacher on sabbatical leave within the spirit and intent of sabbatical leave. The teacher on sabbatical leave shall continue to be covered by his/her present health and life insurance policies for the duration of the leave. The Board shall continue to pay its share of these expenses during the period of the sabbatical leave.

5. Upon return from leave, the teacher's salary and fringe benefits shall be the same as he/she would have received had the period of his/her leave been spent in the District. He/she shall be returned to the same position, if available, that was held at the time the leave commenced or to an equivalent position.

6. As a condition of approval for sabbatical leave for any professional growth, all teachers shall sign a written agreement either to return to service in the District for a period of at least three (3) years immediately following satisfactory completion of the program for professional improvement or to refund the Board all the compensation received during the period of leave.

7. No more than three (3) sabbatical leaves shall be granted to teachers during a school year.

D. Unpaid Leaves of Absence

1. Upon a form furnished by the Board, a teacher may make a request for an unpaid leave of absence for a period of one (1) year for educational, professional, child-rearing or medical purposes. A request for a second year of leave may be considered under special circumstances. Each request will be considered individually by the Superintendent and the Board. In order to apply for leave for reasons other than child-rearing or medical reasons, a teacher must have served three (3) or more years in the District. All such leaves for a duration of less than twelve (12) months length of time shall be counted as one (1) year.

   The provisions of this Negotiated Agreement not contrary to the provisions of the federal Family and Medical Leave Act of 1993 (29 USC H2601-2654) shall govern in instances of granting unpaid family and medical leave. It is understood that provisions may exist which are better than the provisions of the law.

2. Upon return from an approved leave of absence the teacher shall be entitled to reinstatement in his/her area(s) of certification or licensure and at the same contract status

which was held prior to leave. This section shall not be interpreted as requiring the transfer of another teacher in order to make available a position for the returning teacher. Except in cases of medical leave, return from leaves of absence shall coincide with the beginning of a new semester.

3. A leave of absence does not break continuous seniority; however, a teacher does not earn seniority while on leave of absence.

4. A teacher ceases to accumulate sick leave while on a leave of absence, but is entitled to health benefits under the COBRA plan.

5. A person employed by the Board under ORC §3319.10 for a period of more than one hundred twenty (120) days as a replacement for a teacher on leave shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher, whichever occurs first, without prior written notice of nonrenewal. The provisions of ORC §§3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.

6. A teacher on unpaid leave of absence must notify the Superintendent of the intent to return in writing for the next school year by April 1. Failure to notify the Superintendent by April 1 will be considered a resignation.

E. Military Leave

1. Any teacher who returns to duty upon being honorably discharged after leaving to serve in the armed forces shall resume the contract status held prior to entering the service. For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed forces of the United States shall be counted as though teaching service had been performed during that time.

2. Such a teacher released from the armed services shall be re-employed on the first day of the next semester if application is made prior to that date. The teacher shall be returned to a vacancy in his/her area(s) of certification or licensure.

3. Teachers on military leave for more than thirty-one (31) days by executive order of the President shall receive salary payments while on leave of the difference between the payroll cost of the salary amount of the teacher on military leave and the total actual payroll cost of the teacher employed to replace the teacher on leave. The calculation of this difference shall be determined by the Treasurer of the Madison Local School District, and it shall not be subject to the grievance procedures found in Article XIV of this Negotiated Agreement.

F. Disability Retirement

1. A teacher who was under contract when granted disability retirement and who has not resigned is on a leave of absence from his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by STRS within the five (5) year period, the teacher shall be restored to the same or similar position and salary not later than the next September.

2. At least fourteen (14) days prior to returning to work, the teacher must schedule an appointment with the Superintendent and present a doctor’s certificate indicating ability to return to work.

G. Court Attendance Leave

Any teacher summoned to jury duty, required to appear in court on school related business, or required to appear in court due to being a mandated reporter or other issues related to the member's license shall continue to receive full salary and fringe benefits, provided that the teacher:

1. Reports daily to the office of the principal the schedule for the following day, including whether the teacher will be able to report to duty; and

2. Endorses any check or turns over to the Board any funds received from the court or the party issuing the subpoena.

H. Assault Leave

In the event a bargaining unit member is assaulted in any manner, be it verbally threatened or physically assaulted, the student/adult shall immediately be removed from the environment. A threat assessment will be conducted with the administrator/designee, the bargaining unit member, and/or a MEA Representative to review statements and documentation of the behavior incident. Pending an evaluation of the threat and review of the guidelines of the student code of conduct, appropriate discipline will be assigned. Upon request the teacher shall be placed on Assault Leave until the teacher feels safe to return to their classroom.

Appropriate data regarding the incident shall be gathered by the Superintendent/designee who shall immediately transmit same to appropriate law enforcement officials.

The Board will provide up to thirty (30) days assault leave for a teacher who is absent due to a physical or psychological disability or a court appearance resulting from an assault which occurs in the course of the teacher's employment by the Board. The period of assault leave may be extended up to forty (40) days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the teachers return to duty. The teacher will remain on full-pay status during the period of any such absence under the following provisions:

1. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.

2. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.

3. Assault leave granted under these regulations shall not be charged as sick leave earned or earnable as leave granted under regulations adopted by the Board. The teacher shall promptly file a complaint with the appropriate authorities if the Superintendent or designee concludes that charges should be filed. In any case, the teacher, acting in a personal capacity, has the right to take whatever legal action is desired.

4. The teacher will cooperate fully in any legal or disciplinary action taken by the Board or administration as a result of the assault. Subject to the procedures of the court and as requested, the Superintendent or designee shall accompany and provide assistance to an assaulted teacher at related court appearances or other legal proceedings.

5. No teacher who receives Ohio Workers' Compensation benefits is eligible for continued use of assault leave days.

I. Personal Leave

1. Definition of Personal Leave: Time needed to take care of personal business or personal family obligations.

2. Bargaining unit members will be granted three (3) personal leave days per year and may be used in one-fourth (1/4) day increments. With the first pay of each school year, for every one-hundred twenty-five (125) sick days previously accumulated, a bargaining unit member shall have one (1) sick day converted to a personal day.

3. Personal leave shall be submitted at least forty-eight (48) hours in advance, unless an emergency occurs. In cases where personal leave is requested within forty-eight (48) hours prior to the leave date, an explanation must be provided in the "notes to administration" section of the online reporting system.

4. Up to one (1) personal leave day shall be carried over to the next year and any remaining personal leave days will be converted to sick leave days at the end of each school year.

5. Extenuating Circumstances: The Superintendent may, upon written request, exchange sick days for personal days. The decision will be made on a case-by-case basis.

J.

1. Evening Parent/Teacher Conferences-In the event that a bargaining unit member is absent from the evening Parent/Teacher Conferences the appropriate sick leave or personal leave will be charged against his/her balance in accordance with the reason of the necessitated leave unless the bargaining unit member has administrative authorization to fulfill the parent/teacher conference responsibility during an alternative timeframe/schedule outside the contracted school day.

2. Teachers shall report use of leave via the online reporting system. Falsification of leave requests or records is grounds for disciplinary action, including termination of employment pursuant to ORC §§2921.13, 3319.141, 3319.16 and 3319.161.

K. Association Leave

The Board shall authorize ten (10) days of Association Leave, with pay, per year, for use at the discretion of the Association President in order to conduct Association business. Such leaves shall be granted, upon written application, made no less than five (5) school days in advance to the Superintendent.

ARTICLE VI - TEACHER DAYS AND HOURS

A. The teacher's scheduled day shall not exceed seven (7) hours and thirty (30) minutes, begin no earlier than fifteen (15) minutes prior to the first instructional period and end no later than fifteen (15) minutes after student dismissal. The day includes an uninterrupted daily duty-free lunch period of no less than thirty (30) minutes excluding student passing time. Within the scheduled day:

1. Where the scheduled day permits, teachers shall remain on duty at least five (5) minutes after student dismissal to be available for a student or parent conference, student supervision, or necessary meetings with the Administration or fellow teachers. Should meetings or conferences occur, they may occasionally extend beyond the teacher's scheduled day. Teachers may leave the building during student dismissal time to conduct personal or professional business upon obtaining prior approval of the principal.

2. A "necessary" meeting is one called by the Administration which is in the best interests of the District's educational programs and cannot be otherwise communicated via email or other such similar measures. These meetings will be cooperatively planned by the principal and the BLT

at each building; be announced at least one (1) week in advance; be relevant to the educational issues affecting the teachers; be no longer than thirty (30) minutes in length or require teacher attendance beyond forty-five (45) minutes after student dismissal; and be organized by an agenda which shall be provided to the participants. Their purpose shall be to conduct necessary business or provide professional development opportunities. There shall be no more than seven (7) such meetings per school year and no more than two (2) in any given month. Additional meetings may be called as may be determined by the consensus of the teachers involved in their cooperative planning, except that teacher attendance at such additional meetings shall be voluntary. No "necessary" meeting may be used for a presentation by an outside vendor excluding our benefit providers.

3. An "emergency" meeting may be called by the Administration at any time emergency conditions may require. Such meetings shall be held and last as long as is necessary to address legitimate emergencies.

4. Teachers are free to leave the building during their lunch period. They are also permitted to leave the building at any other time they do not have assigned student contact, except as provided in §A [1] of this section. The teacher must give prior notice to the building principal that he/she is leaving and the estimated time of return. This provision shall not be construed as requiring the teacher to disclose the purpose of the departure, except that it is understood that such temporary absence is limited to occasional and personal business.

5. A teacher who needs to be absent for forty-five (45) minutes or less of a class period, may arrange for another teacher to substitute for him/her and will notify the Administration. Absences for more than forty-five (45) minutes from a class period require prior approval of the Administration.

6. Except as provided in §A [1] of this article, it is recognized that a teacher's day often exceeds the scheduled day. Exclusive of supplemental contract duties, a teacher's participation in activities before or after the scheduled day such as athletic game duty, open house, musical, award, or other ceremonies shall be on a voluntary basis.

7. A teacher shall not be assigned to any duty which has not previously existed for teachers in his/her school unless that duty is mutually agreed among the teacher, the Board and the MEA.

8. Reasonable efforts shall be made to limit the number of a middle school or high school teacher's class preparations to three (3) at any one time and to distribute equitably among middle and high school teachers from school year to school year their total number of class assignments and preparations. If the teacher feels that reasonable efforts have not been made, the teacher may appeal to the Superintendent.

9. Each teacher requested to attend an IAT, IEP, FBA, BIP, 504, or MFE meeting, or to test for English learners shall be paid the hourly rate of .001 of the BA base for time spent in each meeting that would extend their individual work day as defined above.

10. Teachers not on a block schedule shall prepare interim student reports after four and one half (4 1/2) weeks in each grading period.

11. Teachers shall have access to enter school buildings and the District fitness centers from 6am to 9pm.

B.

1. Secondary teachers will be provided a minimum of five (5) periods per week of planning and conference time and shall have a maximum of thirty (30) periods per week of assigned student contact.

2. Full-time Pre-K and other elementary teachers shall have at least two hundred (200) minutes per week of duty-free preparation time during the teacher work day. Time while their classes are supervised by art, music, and physical educational specialists or by other personnel shall count toward this two hundred (200) minutes. The Board shall make every reasonable effort to schedule two hundred (200) minutes of preparation time during the student day. Planning time shall be a minimum of thirty (30) uninterrupted minutes whenever feasible. When not feasible, planning time shall be a minimum of fifteen (15) uninterrupted minutes.

   The teacher's total assigned student instructional time shall not exceed one thousand six hundred seventy-five (1,675) minutes per week including time spent with specialists and recess for grades K-5, and one thousand seven hundred fifty (1,750) minutes per week including time spent with specialists and recess for grade 6.

3. Preparation time is not considered student contact time or student passing time. Meetings held during a teacher's preparation time shall be cooperatively scheduled, and shall be paid the hourly rate found in Appendix B of this contract.

4. At least one (1) week prior to the beginning of the school year, all building principals shall provide the MEA President and the MEA Grievance Chair(s) a copy of the Master Schedule (including planning and lunch times for all teachers).

C. A plan proposed by the Superintendent or a written request to the Superintendent by teachers and the principal of a school for an alternative means of scheduling classes which would require a change in the provisions of § A or B of this section shall be subject to an agreement reached between the Board and MEA. Any such exemptions granted shall not apply to teachers in other buildings in the District.

D. Block Scheduling — Madison High School — If the Administration determines to continue block scheduling, it shall be assigned via this section.

1. Teachers participating in the program shall be assigned:

   a. To instruct students up to the equivalent time of three (3) periods of block classes, with each block class period not to exceed ninety-five (95) minutes in duration, excluding student passing time;

   b. To engage in planning time each school day which shall be assigned either during a full block class period or divided between two (2) singleton class periods, but in no case be less than ninety (90) total minutes per school day. A bargaining unit member may voluntarily agree to relinquish one half (1/2) of their planning period to teach an additional one half (1/2) block period. Such request shall be made no later than March 1 of the preceding year. If the request is approved and an assignment is made, the teacher shall be compensated an additional two thousand dollars ($2000). Each assignment shall not be longer than one (1) semester.

   c. To serve in classroom assignments only after participating with teachers from the same or like discipline in the process of determining the distribution of such assignments; provided, however, that reasonable efforts shall be made to even teaching loads and to restrict the number of different daily class preparations to two

(2) per semester for full block courses and to three (3) per semester for singleton courses, or a combination of full block and singleton courses; and

To prepare interim student reports after three (3) weeks in each grading period for all students and after six (6) weeks at least for students whose grade is D or lower, notwithstanding any provisions of Board policy to the contrary.

2. The Board and MEA agree that the practice of assigning teachers to class coverage under the provisions of Article VI, §A [4] and § F [2] of the MEA Negotiated Agreement shall be paid at the emergency substitute rate of .001 of the BA base per hour in fifteen (15) minute increments as found in Appendix B of the MEA Negotiated Agreement for class coverage.

   The Administration will make every reasonable effort to find shared coverage of full block classes to allow some planning time for each.

E. The teacher's year shall consist of one hundred eighty-two (182) days of service as prescribed in the official calendar adopted by the Board in which:

1. The number of student contact days shall not exceed one hundred eighty (180);

2. Three (3) days shall be scheduled for teachers' professional duties and record keeping; provided, however, that administratively scheduled conferences during these days will be held at a minimum, taking into consideration the necessary professional duties teachers must perform. Opening day meetings shall be no more than two-and-one-half (2-1/2) hours. The mid-year in-service will have three (3) hours of meeting time and the last teacher report day will be reserved for building/classroom closeout; and

3. NEOEA Day will be a day when school will not be in session and will not be included in the official school calendar or as a paid day for a teacher; provided, however, that a voluntary attendance teacher workshop day may be scheduled for NEOEA Day.

F. Emergency Assignments

1. Whenever a teacher is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated or licensed substitute. If the class(es) has more than one (1) certificated/licensed employee (e.g., teacher, tutor or aide) in the classroom for instruction, then the Board will attempt to secure a properly certificated or licensed substitute to assist with the teacher(s) who are present.

2. In the event a properly certificated or licensed substitute cannot be obtained, or if the teacher is to be absent for less than one (1) school day, the following shall apply:

   a. A teacher may be requested by the Administration to take the class of the absent teacher. Such requests shall be equitably distributed among teachers who do not have assigned student contact time. If substitutes are not available, or if the absence is for less than one (1) day and no volunteer is available, a teacher may be directed to take the added assignment. Such administrative directives will be equitably distributed. If a situation occurs where teacher coverage is not possible, the Administration shall fulfill classroom coverage.

   b. No teacher shall be removed from his or her regular teaching duties to cover a class.

The requested or assigned teacher will be paid the hourly rate found in Appendix B regardless of whether the bargaining unit member is a regular classroom teacher assigned to classroom instructional duties.

G. Conference Days

Conference days should be a total of no more than 3 hours. Conferences will begin after school within one-half hours after student dismissal and conclude after a 3 hour duration. Conferences may not be held during the same work week for a building. Conference days shall be scheduled with two (2) fall conferences, and two (2) spring conferences.

H. Non-Emergency Assignments

Teacher supervision on field trips that extend throughout the entire student day are not eligible for preparation time reimbursement. Teacher supervision at administratively initiated field trips or events that do not extend throughout the entire student day are eligible for preparation period reimbursement.

ARTICLE VII - VACANCIES AND TRANSFERS

A. Assignment

1. All teachers shall be given written notice of their tentative instructional assignments for the following school year by the last teacher workday. Administrators shall notify teachers about changes to that tentative assignment August 1.

2. Assignments for adult education, overnight duties, summer school, pilot programs, virtual learning or Internet-based instruction, tutoring, detentions, and Saturday school shall be made with the consent of the qualified teacher based on seniority and licensure. These positions shall be awarded to bargaining unit members. If no bargaining unit member applies, the position may be awarded to other interested parties.

B. Transfer

1. All teachers will be notified of all full-time vacancies for positions in the District requiring a certificate or license. However, teachers on the recall list shall have first priority in the filling of the vacancies; such recall shall occur within the vacant areas of certification or licensure, but this provision shall not preclude transfers to determine what the vacancy shall be.

2. As soon as the Board or administrative action occurs which creates the vacancy, a copy of all vacancy notices will be posted on school bulletin boards, e-mailed to all teachers, posted at the Board office and on the District website.

3. Vacancies for the new school year shall be posted for at least seven (7) calendar days before they are filled. Vacancies which occur within thirty (30) days of the start of school shall be sent to all teachers via e-mail and shall remain open for at least four (4) days after the posting. All bargaining unit members shall receive equal consideration for any position regardless of current building assignment.

4. Primary consideration for regular placement shall be given to all teachers having a written request for transfer on file. Requests for transfer shall be the responsibility of the teachers. Notification of action taken on the application will be given as soon as possible after a

vacancy is filled, and reasons shall be given upon the request of a teacher whose transfer request is denied.

5. In the determination of teacher or administrative-initiated reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the specific instructional requirements and best interests of the District as determined by the Administration. When more than one (1) teacher is being considered for the same position (e.g., more than one [1] teacher has applied and/or more than one [1] teacher is available for involuntary transfer), seniority in the District shall control as long as there is neither objective nor empirical evidence of any conflict with specific instructional requirements or with the best interests of the District.

C. Vacancies

1. Any vacancy shall be filled with a bargaining unit member. However, any vacancy which occurs after the school year has begun may be filled with a long-term substitute.

2. Long-Term Substitute

   a. A substitute teacher hired to fill a vacancy that has occurred after the beginning of the school year may be given a 'long-term substitute contract" and be afforded certain rights and benefits under the negotiated agreement after working sixty (60) days in the same position.

   b. The first sixty (60) days of employment shall be considered as casual day-to-day substitution. During this sixty (60) day period, the substitute may be released at any time by the Superintendent. Notification of and reasons for the release shall be in writing. The release during this period shall be final and binding upon the substitute with no right to appeal.

   c. After the sixty (60) day period, the substitute shall be considered a teacher and afforded rights under the Negotiated Agreement that do not conflict with the long-term substitute contract.

   d. The long-term substitute contract shall specify the level of compensation and shall be in accordance with ORC §3319.10; that the contract expires at the expiration of its term with no expectation of, but consideration for, continued employment; and that no provisions relating to nonrenewal or evaluation apply.

D. Assignments, Reassignments, and Transfers

All assignments, reassignments, and transfers of bargaining unit members shall be educationally justified, non-punitive, and in the best interests of students, as defined below. All such actions shall comply with applicable law.

In determining what is in the best interests of students, the Superintendent shall consider relevant educational factors, which include:

a. Student learning needs and instructional continuity
b. Programmatic requirements and course offerings
c. Enrollment changes or scheduling needs
d. Teacher licensure, certification, endorsements, and subject-area expertise
e. Specialized training or experience relevant to the assignment
f. Student services and supports

g. Documented school improvement goals
h. Equitable access to qualified educators

No single factor shall be determinative.
No assignment, reassignment, or transfer shall be made:

a. As a form of discipline or corrective action
b. In retaliation for protected activity
c. In a manner inconsistent with licensure requirements
d. To circumvent evaluation, discipline, or due process provisions of this contract or Ohio law
e. For arbitrary or capricious reasons; or,

In violation of the terms of this collective bargaining agreement

ARTICLE VIII - EVALUATION

NON-OTES BASED EVALUATIONS

A. The Board and MEA agree that the purposes of teacher evaluation are to:

1. Improve teacher performance as outlined in the job description (Appendix E);

2. Assess teacher efforts toward contributing to the success of the District's strategic plan and the school's continuous improvement plan.

3. Clarify the performance expectations of the teacher as determined by the administration; and

4. Provide a means for the administration to direct improvement and the teacher to assume responsibility for it.

B. The teacher evaluation procedure contained in this Agreement applies to all District psychologists, and speech pathologists.

C. All teachers shall be evaluated on instruments devised and periodically updated by the Superintendent or designee, after consulting with the MEA (Appendix F). The evaluation instrument components shall be related to the District's strategic plan, the school's continuous improvement plan, and the approved job descriptions for the positions being evaluated.

D. Teacher Evaluation Frequency

1. Teachers shall be evaluated at least once every five (5) years. Evaluations shall be conducted between September 15 and April 1. Evaluations/observations may be conducted as requested by the teacher or determined necessary by the administration.

2. Teachers employed under a limited contract during the first three (3) full school years shall be given a written evaluation at least once each semester of the school year. The first evaluation shall occur after September 15 and conclude by January 15, and the second shall occur after January 30 and conclude by April 1. Other evaluations may be given as requested by the teacher or determined necessary by the administration.

E. Teacher Evaluation Process

1. For teachers employed in the District for more than three (3) full years, the evaluation shall follow a total of at least twenty (20) minutes of brief observations, each of which shall be at least five (5) minutes in length. For teachers employed for fewer than three (3) years in the District, the evaluation shall follow at least one twenty (20) minute observation and any other brief observations of at least five (5) minutes in length that are scheduled at least one (1) week apart.

    a. Observations do not have to be announced. A copy of classroom observation notes and form(s) shall be kept by the evaluator and shall be given to the teacher within five (5) school days of the observation.

    b. Records of classroom observations shall include the date and time the observation began and ended.

    c. Teachers requesting more in-depth evaluation, or those under a Growth Plan, will be observed for length of time commensurate with the purpose or need.

    d. The teacher and evaluator may hold informal meetings at either party's request to discuss observation notes and form(s).

2. Teachers shall be given a copy of their current written evaluation prior to a formal conference which shall be scheduled to discuss the observations and other criteria which comprise the written evaluation report. The evaluation conference shall be held at a mutually agreed time, but no sooner than three (3) nor later than ten (10) days following the teacher's receipt of the written evaluation.

3. A teacher may be accompanied by his/her MEA representative at meetings called to discuss the evaluation.

4. Evaluated teachers have the right to attach written comments to their formal evaluations within thirty (30) days following the evaluation conference.

F. The teacher shall be made aware on a continuing basis of any problems or deficiencies noted during the school year, including being provided a copy of any unresolved complaints made against the teacher. Board policy shall be followed when investigating complaints against teachers.

Prior to and, if necessary, following each formal evaluation the administrator shall provide, through a reasonable and attainable Improvement Plan, specific written approaches for appropriate improvement for those teachers Not Meeting Expectations. Any area(s) noted as Needs Improvement may be incorporated into an attainable Improvement Plan. Upon request of the teacher, the Improvement Plan may be shared privately with the MEA President or designee who may assist in the implementation of the Improvement Plan. A mentor shall be assigned to any teacher on an Improvement Plan. The final responsibility for a teacher's performance improvement rests with that individual teacher.

With respect to this section, a teacher in the first three (3) full school years of employment with the Board shall not have the right to file a grievance (except for failure of the principal to comply with the time-lines set forth in this article) or to initiate a legal action under ORC §§3319.11 and/or 3319.111.

OTES BASED EVALUATIONS

A. SCOPE AND PURPOSE

DEFINITIONS

1. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

2. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

3. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

4. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as Appendix G.

5. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

6. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

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

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

9. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix G.

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

11. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

12. 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 areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix G.

13. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

14. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix G of this Agreement.

PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

APPLICATION

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
2. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

3. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

4. The District shall not conduct an evaluation for any teacher who:

5. Was on leave for fifty percent (50%) or more of the school year;

6. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

7. Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;

8. Is a substitute teacher, psychologist, speech pathologist, or school counselor.

B. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation

instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

1. Committee Composition

   a. The committee shall be comprised of up to five (5) Association members appointed by the Association President and up to five (5) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

   b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

2. Committee Operation

   a. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

   b. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

   c. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   d. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

   e. All decisions of the committee shall be achieved by consensus.

   f. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

   g. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically within five (5) working days following each meeting of the committee.

   h. Members of the committee shall receive release time for committee work and training during the contractual workday for any committee work.

   i. The committee may establish sub-committees to assist with their work.

   j. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President.

3. Committee Authority

   a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

   b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

d. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

C. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

1. An evaluator must be a credentialed and contracted employee of the District. An individual employed through the Educational Service Center (ESC) as a building administrator shall also qualify as an evaluator. Each evaluator must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation. No individual, regardless of employer, shall be an evaluator if that is their sole reason for employment.

2. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 10, or in the case of a new teacher, within thirty (30) days of the first day employed.

3. Evaluator assignments shall be made pursuant to the following requirements:
   a. Under normal circumstances teachers with an evaluation rating of developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's building administrator.

   b. The District shall make every effort to rotate evaluators where there are multiple appropriately certified evaluators as defined in Section A above. The rotation of evaluators shall commence at the end of each full cycle for the individual teacher in which the teacher receives a final summative rating.

   c. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

   d. A teacher may request a change in their evaluator in writing to the Superintendent at any point of the evaluation process

D. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

1. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

2. No later than September 15, 2021, the Board shall provide training and written instruction on the components of the teacher evaluation procedure, including the determination of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes,

methodology, and the use of High Quality Student Data (HQSD). In the case of a new teacher, not later than thirty (30) days after initial employment with the District.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The Board may allocate funding for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources will be assigned priority with regards to professional development based on the following.

1. Teachers designated to an improvement plan. The evaluator shall consult with the teacher to identify training, classes, resources, etc.

2. The Evaluation Committee shall reach consensus on how funding for professional development dollars shall be allocated and the type of training. All training shall be held during school hours, unless mutually agreed upon by committee members.

E. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

1. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

2. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix G of this contract.

2. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly.

5. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. No information shall be collected using audio or visual devices by any evaluator or teacher without the mutual consent of the teacher and the evaluator during an observation or walkthrough.

7. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

8. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

OBSERVATIONS

1. Schedule of Observations

   a. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed between September 15th and December 15th. The second formal observation shall be completed between February 1st and May 1st.

   b. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1st.

   c. A formal observation may be rescheduled with the mutual consent of the teacher and the evaluator. If the observation is rescheduled due to an administrative change (excluding calamity days), an additional planning period will be provided to the teacher not more than three (3) days prior to the rescheduled observation.

   d. A teacher may request a formal observation at any time in addition to those required by this procedure.

   e. All formal observations shall be mutually planned between the teacher and the administrator.

2. Observation Conferences

   a. A pre-observation conference shall occur between the evaluator and the teacher not less than one (1) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form (Appendix G).

   b. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations no more than ten (10) days from the observation.

   c. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place no sooner than five (5) working days following the receipt of the notes, including the rubric. The post-observation conference shall be completed within twenty (20) working days from the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

WALKTHROUGHS

1. A walkthrough is a formative assessment process that focuses on one (1) or more of the following components which results in brief written note(s) or a summary:

    a. Evidence of planning;
    b. Lesson delivery;
    c. Differentiation;
    d. Resources;
    e. Classroom environment;
    f. Student engagement;
    g. Assessment;
    h. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

3. The teacher shall be provided a copy of the walkthrough form, which shall identify the areas of focus, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) workdays following the walkthrough.

4. At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

5. No more than four (4) walkthroughs shall be conducted in each evaluation cycle.

6. Teachers may request a walkthrough at any time.

HIGH QUALITY STUDENT DATA (HQSD)

1. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. Teachers shall submit their HQSD instrument verification form by September 1 of each year. All submitted HQSD Instrument Verification forms shall be reviewed by two (2) members of the OTES committee, comprised of one (1) member and one (1) administrator. The OTES committee shall send email notification of the approval status of the teacher's HQSD instrument no later than September 14 of each school year.

2. When utilizing vendor assessments to construct HQSD, related teaching, student, and other educational materials may be purchased, and all affected staff shall be trained on utilization of the assessment program.

    a. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

    b. A review of each vender assessment shall be done by the Evaluation Committee by June 30th of each school year.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

    a. Knowledge of the students to whom the teacher provides instruction;

b. The teacher's use of differentiated instruction practices;

c. Assessment of student learning;

d. The use of assessment data;

e. Professional responsibility and growth.

4. No Evaluation Factor shall be impacted by student performance on a test or tests other than in a holistic manner.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. Professional growth and improvement plans shall be developed as follows:

   a. Teachers whose evaluation rating is Accomplished shall develop a self-directed growth plan for continuing professional growth as set forth in this agreement.

   b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

   c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

   d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

   e. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach and/or MEA representation to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

2. The Board shall provide professional development, mentoring/coaching, and the resources needed for teachers on improvement plans.

3. A teacher in their first year of employment with the District shall not be placed on an improvement plan until they have completed one (1) evaluation cycle.

4. The improvement plan shall include:

   a. Specific, measurable instructional practices to be observed;

   b. Specific, evidence-based resources, and assistance to be provided;

   c. Clearly articulated timelines for the completion of the plan; and

   d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

   e. Shall utilize the form found in Appendix G of this Agreement.

5. Professional growth and improvement plans shall be aligned to the teacher's evaluation.

6. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle until they completed one evaluation cycle.

MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

1. The District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

2. Role of the Mentor Teacher

    a. The mentor teacher shall possess continuing contract status and have a minimum of eight (8) consecutive years of teaching experience in the District.

        i. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

        ii. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license when possible.

        iii. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

        iv. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

    b. Release Time/Compensation

        i. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

        ii. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of one-thousand dollars ($1,000) for each mentee. The stipend is to be payable in two (2) equal installments in the first paycheck in December and the second paycheck in June.

3. Protections

    a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

    b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

    c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. The mentor shall be paid on a prorated basis based on the amount of time as mentor. The remaining balance will be awarded to the new mentor. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) times by the mentor teacher or the teacher.

f. No data collected through the Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

g. If there are no volunteers from the bargaining unit who express interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

FINALIZATION OF EVALUATION

1. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be electronically available to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

2. Completion of Evaluation Cycle

a. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and evidence gathered or discussion held during formal observations that are conducted for the current school year may be used.

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

c. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

d. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a ‘PIN’) may be used.

e. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

f. Any teacher who receives an evaluation rating of “skilled” shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

g. Any teacher who receives an evaluation rating of “accomplished” shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

h. Upon request teachers shall have access to copies of all information and documents obtained through the evaluation process.

DUE PROCESS

1. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and may be approved by the District.

2. A teacher shall be entitled to Association representation at any conference held during the due process procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void unless due to a teacher absence. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

4. Any violation of procedural due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

5. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher’s evaluation rating at the end of her/his evaluation cycle.

6. The Board shall amend its evaluation policy to conform to the terms of this Agreement.

ARTICLE IX - PERSONNEL FILE

A. The Superintendent shall maintain in the Board office a personnel file for each teacher in which the following items which shall be deposited:

1. Application for employment, including references;

2. College transcripts;

3. Performance record to include the administrator’s appraisal of work and growth, according to formal evaluation procedures;

4. Professional record;

5. Teaching certificate or license; and

6. Correspondence.

The Treasurer shall maintain a separate payroll file for each teacher which shall also contain a record of approved teacher leaves.

B. Information other than the above may be added to personnel files. No information shall be placed in the personnel file until after the teacher has received a copy and has had the opportunity to discuss the contents of the information and to present his/her side. At such meeting, the teacher may have a representative of his/her choice present. If the information is placed in the file, the teacher shall have thirty (30) days to attach a written objection.

C. Each item in the personnel file shall include the date of its placement. All records relating to teachers in the District are maintained in accordance with state and federal public records laws, and any information not classified as confidential by law may be examined. Upon request, a teacher may examine those records which pertain to him/her and may have a copy of such information, at no cost.

D. Letters received from parents and other persons regarding a teacher shall be reviewed by the principal and teacher involved. A copy of any written communication between administrative offices about a teacher which is intended for placement in the teacher's personnel file shall be given to that teacher at the time it is placed in the file. No anonymous letter or report should be the basis for any evaluation or placement in a teacher's personnel file.

E. A teacher may write a response to any document contained in his/her personnel file. The response shall be attached to the document in dispute.

ARTICLE X - PROFESSIONAL CONCERNS

A. Class Size

1. The Board and MEA recognize that the teacher-student ratio is an important aspect of an effective educational program. Class size shall be in accordance with requirements of the ORC, state minimum standards and this Negotiated Agreement. Although circumstances may prohibit the achievement of optimum class sizes in all cases, the Board shall maintain a District average teacher-student ratio of not more than 1:25. Reasonable efforts will be made to establish a master schedule that allows for balancing numbers in each class on an equitable basis.

2. When making student assignments, the Board shall, within budgetary limitations, make reasonable efforts to:

    a. Distribute equitably students under an IEP who are to be mainstreamed in the regular classroom, unless other arrangements can be agreed upon by the principal and the teachers involved.

    b. Limit the number of students assigned to a study hall to not more than eighty (80); and

    c. Limit the counselor-student ratio to 1:550.

3.

a. A teacher may volunteer or be assigned up to two (2) students in excess of: [i] twenty-five (25) students in grades K-2; [ii] twenty-six (26) in grades 3-5; and, [iii] twenty-eight (28) in grades 6-12. This section does not apply to band, chorus, and study hall.

b. The number of students assigned to a special education teacher shall comply with The Ohio Department of Education Operating Standards for Serving Children with Disabilities as well as with any federal and state rules for the education of students with disabilities. Should a waiver be obtained from the ODE, the Special Education teacher shall be eligible for the stipend in §4 [a] of this article.

c. A regular classroom teacher who is assigned more than four (4) students with disabilities without the assistance of another teacher or an assistant shall be eligible for the stipend described in §A [4] of this article for each student assigned above this limit. A teacher cannot have more than six (6) students with disabilities without the assistance of another teacher or assistant. The teacher cannot have more than ten (10) students with an IEP or ESL students receiving services. This section does not apply to band, chorus, art, physical education or study hall. Speech Only IEPs do not count in the total for the classroom

d. Every effort will be made to rotate yearly the assignment of co-taught classes based on the number of sections needed unless a teacher volunteers.

4. The "excess students" will first be placed on a seniority and rotating basis in a classroom if a teacher volunteers to take them. In the event no volunteer is available:

a. In grades K-5, a teacher on a seniority and rotating basis may be assigned the additional student(s) if the alternatives are to employ an additional teacher or to transport the student(s) to another school.

The Board will pay a stipend of four hundred dollars ($400) per "excess student" per grading period to such teachers if the total classroom enrollment includes "excess students" after two (2) weeks following their placement in the class. Payment shall be calculated on a per day basis, up to the full amount, and shall be made no later than one (1) month or third pay following the end of the grading period, whichever comes first.

b. In grades 6-12, "excess students" may be added based only on individual student need with prior consultation between administrators and the affected teachers.

The Board will pay a proportionate share of the stipend listed above for each "excess student" in each section having "excess students" in the same manner as for all teachers. This will also apply to elementary classrooms where the students rotate between teachers.

B. Alternative Educational Programs

1. The Association maintains the importance of classroom contact with all students but recognizes the special needs of 21st century learners and that necessity may occasionally call for alternative programs (e.g., edmentum, virtual learning academy, summer school, credit recovery, etc.).

2. Whenever practicable, credit recoveries and independent studies shall be achieved through virtual academy or summer school on a case-by-case basis as recommended by

the counselor and approved by the administrator. Prior to being placed in any alternative program's students must be placed in available spaces.

In the event that credit recoveries or independent studies are not possible through virtual academy or summer school, an independent study may be created in which a teacher may teach on a voluntary basis.

3. When fifteen (15) or more students are assigned to alternative educational programs (i.e. virtual academy, summer school, etc.), the Administration shall meet with the Association leadership to agree upon a fair and equitable assignment of teacher(s) to supervise and/or monitor those students.

C. IEP Teams

1. The scheduling of all special education students shall be a collaborative effort between the administration, the Special Education teachers, with input from the regular education classroom teacher(s).

2. The Administration shall meet with Association Representatives and the Special Education staff in each building prior to the start of each semester to review schedules of all classes with special needs and the placement of students therein.

D. Student Management

1. Teachers will be supported by the Board on matters of discipline when the teachers fully comply with Board policies and law. All discipline issues that result in an administrative referral shall be reported and maintained on Infinite Campus (or the District official program). The Administration shall post the resolution to each discipline referral within five (5) school days on Infinite Campus (or the District official program). The teachers shall fully cooperate with the Administration in executing the Board's policy regarding Student Conduct Expectations and Consequences, including participation in required investigations and hearings. The Board shall permit and enable teachers to access all Infinite Campus discipline records, and the Board's designees shall respond in a timely manner to all written requests on the final disposition of discipline referrals.

2. The teachers and the principal(s) of each school will communicate and cooperate with each other in a prompt and professional manner to maintain the effectiveness of school discipline. They will participate in the development, revision, and enforcement of the Board's policy and student handbooks regarding Student Conduct Expectations and Consequences and building discipline procedures, which shall be provided to all teachers by August 31.

3. A discipline committee shall be formed in each building that consists of no more than (5) teachers selected by MEA and the building administration.

   The discipline committee shall meet one (1) time per quarter or more as determined by the committee. Such meetings shall be collaboratively scheduled.

   The purpose of this committee should be to discuss building discipline policies and more efficient ways to collaboratively hold students accountable. The focus of the meetings are to review the administrative discipline policies, discuss possible concerns from the staff regarding the policy, and collaboratively discuss ways to make sure the policies are upheld and all parties involved (administration, staff, students) are clear on the policy and procedures they should follow.

Pre-K will discuss discipline issues within the framework of PBIS and/or BLT meetings.

E. Regular classroom teachers who are assigned a student who has an IEP or 504 shall have the opportunity to serve as a full member of that student's IEP or 504 committee. Prior to the first day of each semester teachers and administrators shall have ready access to, all IEP and 504s for students whom they will serve. Administrative efforts shall be made in good faith to help teachers who have students with learning problems and to provide teachers with training as needed to comply with all state and federal statutes and regulations governing the education of students on IEP's or 504s.

F. Cooperating Teacher

The Superintendent shall provide a teacher with prior written notification of any intent to place a student teacher in that teacher's classroom. The written request of such a teacher to decline working with a student teacher shall be honored.

G. Instructional Materials

Within budgetary and marketplace limits and before the school year begins, reasonable efforts shall be made to provide teachers with:

1. Copies of teacher's guides of all textbooks used in each of the courses to be taught;

2. Copies of textbook series software loaded on the network and functioning for teachers and students;

3. Plan books and, if requested, grade books (recognizing, however, that Infinite Campus is the official gradebook);

4. Necessary instructional materials (e.g., appropriate textbooks, library reference materials, maps, classroom supplies, current periodicals, paper, pens, dry erase markers, erasers, and other materials which are considered as tools of the teaching profession);

5. Equipment (e.g., laboratory equipment, audio-visual equipment, calculators);

6. Computer and Internet access in each classroom, with hardware, software, and operating systems to be maintained and updated equitably for all Board personnel (teachers, administrators, and office staff); and

7. Copying services in each school in order to carry out professional teaching responsibilities.

H. Internet and E-Mail

1. The Board will allow personal use of its computer system to teachers for personal research and personal e-mail. The system will not be used for inappropriate materials, a personal commercial enterprise, or any illegal activity.

2. The Board will not charge any teacher with inappropriate use of the system unless there is demonstrable evidence that the teacher intentionally engaged in inappropriate use.

3. Inappropriate material appearing on any computer will be deleted immediately by the teacher, whether it was received by accident or by request to an unknown site that actually

is inappropriate. No charges will be made against the teacher as long as it is deleted and not re-accessed.

4. Unsolicited e-mail appearing on a teacher's computer containing commercial offers, offensive material, or inappropriate material shall be deleted.

5. Teachers shall be trained in the use of the e-mail and Internet system and taught how to deal with SPAM and site access on the Internet.

6. Accidental altering of system software shall not result in discipline of a teacher.

I. Special Education Teachers

1. Special Education teachers shall have the equivalent of two (2) days of in-school release time for the purpose of writing IEP's and conducting student testing. The Administration will provide a preapproved, uninterrupted working location.

2. Special Education teachers shall have unrestricted access to the IEP program, materials, technological devices and software for providing, managing and monitoring services to children with disabilities.

3. Speech pathologists shall have the equivalent of two (2) days of in-school release time for the purpose of compiling evaluations and writing IEP's. The Administration will provide a preapproved, uninterrupted working location.

J. Assignments

All bargaining unit members shall be notified in writing of their tentative assignment for the subsequent school the last teacher work day of the school year. Included in the notification shall be the grade level(s) to be taught, the subjects which will be taught, the building assignment, and approximate number of students assigned to each class, based upon the most current projected enrollment.

K. College Credit Plus Instructors

In the event the Board offers courses which qualify for college credit to high school students on the Madison Local Schools campus, the Board shall offer such assignment to properly licensed/certified bargaining unit members in seniority order. Any bargaining unit member who agrees to such an assignment will be compensated an additional one thousand dollars ($1000) per course who has twelve (12) or more students and six hundred dollars ($600) per course who has less than twelve (12) students.

L. Electronic Gradebook

The official gradebook for each class shall be Infinite Campus or its equivalent. It is expected that teachers will regularly update the electronic gradebook to allow parental monitoring of grades. At no time, other than prior to the first quarter interims, should the span of inactivity in their Infinite Campus Gradebook be more than 12 school days

ARTICLE XI - PROFESSIONAL PARTICIPATION

A. Curriculum Committees

As part of their professional responsibilities, teachers may elect to serve on curriculum development committees to assure that the written, taught and tested curriculum is aligned. These committees shall normally meet during the school day unless the committee members determine otherwise (see Appendix B).

B. District Labor Management

The Board and MEA agree to the formation and maintenance of a District Labor Management Council (DLMC) for the purpose of enhancing labor relations, consultation on the District calendar, and providing a forum for discussing problems and concerns of the Administration and/or staff generally, which are brought before the Council either by MEA or the Administration. Upon notice to either party, the Superintendent and a representative appointed by MEA will meet at least three (3) days prior to any scheduled meeting to mutually establish the written agenda. A recorder shall be named whose responsibility it shall be to take minutes of the meeting and to distribute the approved minutes of the meeting to the rest of the staff. The MEA President and Superintendent will approve the minutes. The Superintendent will distribute to the administration and Board.

The DLMC shall be composed of up to five (5) teachers selected by MEA and up to five (5) administrators selected by the Superintendent.

The DLMC shall meet up to four (4) times during the school year. The meeting schedule shall be established jointly by the Superintendent and the MEA President prior to the beginning of the school year. By agreement of the DLMC, additional meetings may be scheduled.

DLMC discussion items that require distribution outside of the DLMC will be summarized in one (1) written statement by both the MEA President and the Superintendent.

DLMC members of MEA and the Administration agree to participate in FMCS training in labor management-relations, as determined by the committee.

The parties will create a subcommittee of the DLMC of no more than four (4) representatives from each side with the purpose of collecting and receiving data and making recommendations to their respective constituents and the DLMC and on matters regarding class size and its impact on the financial and structural processes of the district.

C. Building Leadership Team

Each school shall have a leadership team to the principal for the purpose of planning and discussing matters of building-level concerns, including preparation of agendas for "necessary" meetings beyond the teacher work day, considering building-level staff professional development programs and monitoring progress toward meeting continuous improvement plan benchmarks. Meetings shall occur at least six (6) times per school year. The staff representatives shall be elected by the building staff. A recorder shall be named whose responsibility it shall be to take minutes of the meeting and to make the minutes of the meeting available to the rest of the staff and the District Leadership Team. The principal shall be responsible for typing and distributing the minutes within five (5) working days.

D. Local Professional Development Committee

1. Purpose

   A District-level local professional development committee (LPDC) shall exist to determine:

a. Whether the coursework that a certificated or licensed District employee proposes to complete for renewal or upgrade of his/her certificate or license meets the requirements established by the ODE;

b. The criteria for approval of such proposed coursework; and

c. Whether to participate in a collaborative professional development committee and, if so, the terms and conditions for such participation.

2. Members

The LPDC shall consist of four (4) teachers selected by MEA, the Superintendent or designee, and two (2) certificated or licensed administrators selected by the Superintendent. The teachers and the administrators shall serve a two (2) year term, effective from September 1 through August 31 with the terms staggered so that not more than three (3) terms expire in any year. The Superintendent or designee shall serve continuously.

At least thirty (30) days prior to the expiration of LPDC administrator member's term, the Superintendent shall inform the MEA President of the name of that member's replacement. At least thirty (30) days prior to the expiration of any MEA member of the LPDC, the MEA President shall inform the Superintendent of the name of that MEA member's replacement. Within fifteen (15) days of the administrator member's vacancy on the LPDC, the Superintendent shall inform the MEA President of the name of that member's successor. Within fifteen (15) days of any MEA member's vacancy on the LPDC, the MEA President shall inform the Superintendent of the name of that member's successor.

LPDC members shall receive an annual stipend of one thousand three hundred dollars ($1,300) each, payable in two (2) equal installments with the first paycheck in December and the second in July following their appointment.

3. Meetings

The LPDC shall adopt by-laws which determine the time, place and manner in which its meetings and business will be conducted.

4. Officers

At its first meeting of each school year, the LPDC members shall elect from among themselves a Chair, a Vice-Chair and a Secretary. The Chair shall prepare and distribute the meeting notices and agendas and shall preside over the LPDC meetings. In the absence of the Chair, the Vice-Chair shall assume the chair's duties. The Secretary shall prepare and distribute the minutes of the LPDC meetings and shall sign the official correspondence and documents on behalf of the LPDC.

5. Appeals

Decisions of the LPDC may be appealed to the Countywide Appeals Committee of the Lake County Educational Service Center in accordance with its procedures. The appeals decision may be subject to the grievance procedure found in this Negotiated Agreement, beginning at Step III.

6. Neither the LPDC's by-laws nor any collaborative arrangement it may enter into shall have the authority to revise, change, delete or modify any provision of this Negotiated Agreement.

E. Mentoring Committee

1. Purpose

   A district-level mentoring committee (MC) shall exist to:

   a. Comply with the resident educator (RE) program requirements of the ODE; and

   b. Provide necessary assistance for teachers working under a professional growth plan as provided by Article VIII §E of this Negotiated Agreement.

2. Members

   The MC shall consist of at least one (1) teacher per building, each of whom has successfully received mentoring training, selected by the MEA, and one (1) administrator selected by the Superintendent. The teachers and administrator shall serve a two (2) year term, effective from September 1 through August 31 with the terms staggered so that not more than two terms expire in any year.

   At least thirty (30) days prior to the expiration of the MC administrator's term, the Superintendent shall inform the MEA President of the name of that member's replacement. At least thirty (30) days prior to the expiration of any MEA member of the MC, the MEA President shall inform the Superintendent of the name of that MEA member's replacement.

   MC members shall receive an annual stipend of four hundred dollars ($400) each, payable following their appointment in two (2) equal installments with the first paycheck in December and the second in June.

3. Meetings

   The MC shall adopt by-laws that determine the time, place and manner in which its meeting and business will be conducted. The business of the MC shall comply with ODE requirements for the RE program. In accordance with the ORC, the MC meeting notices and minutes shall be made public, and its meetings shall be made open to the public.

4. Officers

   At its first meeting of each school year, the MC members shall elect from themselves a Chair, a Vice-Chair, and a Secretary. The Chair shall prepare and distribute the meeting notices and agendas, and shall preside over the MC meetings. In the absence of the Chair, the Vice-Chair shall act as Chair. The Secretary shall prepare and distribute the minutes of the MC meetings and shall sign the official correspondence, reports to ODE and other documents on behalf of the MC.

5. Mentors

   Mentors shall be selected by the MC from among eligible volunteer applicants. Assignment of mentors shall, whenever possible, be in the same building and at the same grade level or subject area as their assigned RE.

   Mentors and REs shall be provided up to two (2) days each of release time, as necessary, to observe the performance of, and to conduct conferences with their assigned RE. Release time shall be cooperatively arranged among the mentor, the building principal, and the RE.

In consideration for performance of their duties, selected mentors shall receive compensation of one thousand dollars ($1,000) per entry-year teacher, payable in two (2) equal installments in the first paycheck in December and the second paycheck in June.

Years 1, 2	$1,000
Year 3	$750 if RESA is not passed

6. Appeals

Decisions of the MC affecting selection of mentors or status of REs may be appealed to the Superintendent. Upon receipt of any appeal, the Superintendent shall act within thirty (30) days. The Superintendent's decision of an appeal may be subject to the grievance procedure found in this Negotiated Agreement.

7. Improvement Plan Mentors

A mentor who agrees to work with a teacher with an identified performance deficiency shall perform duties, as necessary, to assist that teacher to comply with his/her improvement plan. Compensation for such duties and necessary release time shall be agreed upon by the Superintendent and the Association President or designee.

8. Confidentiality

No mentor, whether working with an RE or a teacher on a growth plan shall share any evaluative information with anyone.

F. Technology Committee

The parties shall establish a committee of representatives from MEA, one (1) from each building, the Technology Director and designated management employees to address technology issues. The committee shall meet at least once per year, at least one (1) meeting shall take place during the first semester.

ARTICLE XII — SALARY

A. Salary

The B.A. minimum on the salary schedule, as found in Appendix A, shall be in effect on the dates as set forth below:

August 13, 2026	$43,387.19 (0%)

Longevity increments shall be given as set forth on the salary schedule.

If, at any point during the duration of this contract any certified administrator (including the Treasurer) receives a salary increase, the same increase shall be applied retroactively to this base salary and granted to all bargaining unit members. A salary schedule for all the certified administrators, except the Superintendent and Treasurer, may be created with steps comparable to those found in this Negotiated Agreement. If the steps are not granted to the bargaining unit members, no steps shall be granted on the administrative salary schedule for the same period.

B. Regulations Governing the Application of the Salary Schedule

1. The purpose of the salary schedule is to reward teachers for their additional training, experience, and ability to teach. The Board shall provide full credit for public school elementary and secondary teaching experience earned outside the District but in Ohio, up

to and including five (5) years and, in certain cases, twenty (20) years. In accordance with the ORC, military experience shall be credited the same as teaching experience to a maximum of five (5) years, and substitute teaching experience of at least one hundred twenty (120) days per school year also will be credited up to five (5) years each.

2. New teachers will be placed on the salary schedule in accordance with training and experience. Training shall be documented by an official transcript; experience shall be verified by a written statement from former employers.

3. The Board wishes to encourage and reward teachers for completing additional training through these salary schedule columns:

   Bachelor's Column—Degree has been awarded by an accredited college or university; number of hours may vary depending upon graduation requirements of respective institutions.

   Bachelor's +15 Hours Column—Additional graduate or undergraduate hours taken after award of the original Bachelor's degree. Hours earned in any field must be acceptable by ODE.

   160 Hours Column—Graduate or undergraduate hours earned either before or after the award of the Bachelor's degree. Hours earned in any field must be acceptable by ODE.

   Master's Degree or Bachelor's +45 Column—Master's degree has been awarded by an accredited college or university. B.A. +45 hours may include graduate or undergraduate hours, and shall be earned following awarding of the Bachelor's degree. Hours earned in any field must be acceptable by ODE.

   Master's +15 Hours Column—Any graduate hours awarded by an accredited college or university and earned in excess of the Master's degree (no matter when taken) should be counted as Master's Plus. Hours earned in any field must be acceptable by ODE.

   Master's +30 Hours Column—Any graduate hours awarded by an accredited college or university and earned in excess of the Master's degree (no matter when taken) should be counted as Master's Plus. Hours earned in any field must be acceptable by ODE.

4. Any teacher completing training to qualify for a higher salary schedule column shall be changed to that column upon presentation of official evidence by September 15 or by January 31 of each school year.

5. It is the responsibility of the teacher to notify the Superintendent of any requested change to a higher salary schedule column.

C. Pay Period

Teachers will be paid by method of electronic deposit only (issued on a Friday by the Treasurer) during the contract year in twenty-six (26) equal biweekly pay periods during years when there are twenty-six (26) pay periods, and in twenty-seven (27) equal biweekly pay periods during years when there are twenty-seven (27) pay periods. When the pay day falls during a holiday or recess period, paycheck notices shall be issued by mail.

Teachers will only receive an email of the direct deposit information each schedule payday. This email can be sent to any address specified by the teacher. If no email address is specified, the email will be sent to that teacher's work email address.

This section shall not be construed as a waiver, bar, limitation or other restriction upon the Board's right to pursue a collection action against an individual teacher to recover any overpayment(s) which may occur as a result of a salary advancement, in the event that the teacher receives payment but does not report to work for reasons other than for the advancement of sick leave.

D. Overnight Duties and Responsibilities

Teachers whose regular assignments include overnight duties will be paid at the rate listed in Appendix B. Teachers who voluntarily remain overnight shall not be compensated. Teachers whose regular assignments last beyond a regular school day shall be paid at the rate listed in Appendix B.

E. Payroll Deductions

1. Teachers shall be entitled to use payroll deductions at no charge to the teacher by the Board for the following purposes:

    a. Lake County Educational Federal Credit Union (savings or loan payments);

    b. United Teaching Profession dues and fees;

    c. Fund for Children and Public Education contributions;

    d. United Way of Lake County contributions;

    e. Insurance program costs;

    f. Tax sheltered annuities;

    g. Residency and work location income tax withholdings; and

    h. Other purposes approved by the Board.

    i. Any other deduction in a manner required by law

2. Credit union deductions may be changed in any month. Deductions for tax sheltered annuities may be altered two (2) times per year.

3. Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and be on a bimonthly basis. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

F. Severance Pay

1. Any member under a regular (not substitute) contract with the Madison Local Schools who qualifies and accepts, immediately upon the termination of his/her service with the Madison Local Schools, retirement benefits under STRS, shall be eligible for a one-time severance payment.

2. Severance payment shall be considered to eliminate all sick leave credit accrued by the teacher at the time of retirement. Such payment shall be made only once to the teacher

when notification of retirement is made by STRS to the Treasurer or when age and experience qualifications are met.

3. Payment shall be calculated at the rate of twenty-five percent (25%) of days accumulated up to one hundred forty (140) days. In addition, payment for days accumulated after one hundred forty (140) days up to two hundred fifty (250) days will be calculated at the rate of thirty percent (30%).

G. Extended Service

Teachers may be granted extended service time. Any days of extended service beyond one hundred eighty-three (183) days as a full-time teacher shall be paid at the teacher's current per diem rate after the service is rendered.

H. Supplemental Duties

All supplemental duties shall be paid in the amount as determined in Appendix B. Teachers shall be supplied a copy of the appropriate job description for any and all supplemental duties before being asked to accept the contract.

I. Any teacher who is required to travel as part of his/her job shall have mileage costs reimbursed at the per mile rate established by the Internal Revenue Service.

J. STRS Pickup

The Board shall pick up the teacher's required contribution to STRS. To accomplish this without cost to the Board, the Board shall reduce the teacher's contract salary which otherwise would be currently payable to the teacher by the amount of the STRS pickup. The teacher's contract salary thus shall consist of two (2) components: A currently payable ("cash") component; and a deferred ("pickup") component which shall be the amount of the teachers required STRS contribution being picked up by the Board. For all other purposes, except those pertaining to this pickup deferring this amount in relation to state and federal taxes, the teacher's salary shall relate to his/her placement on the salary schedule.

K. Dual Compensation Prohibited

Dual compensation laws prohibit the joint payment of salaries to teachers who attend workshops and who receive extended service duty pay during the same period of time. Such teachers shall account for their time in a manner prescribed by the Treasurer to provide a clear indication of the type and amount of salary earned.

ARTICLE XIII - FRINGE BENEFITS

A. Health Insurance Coverage

1. The Board shall provide employee, employee and spouse, employee and child(ren), and family coverage for all full-time eligible bargaining unit members, including hospitalization, major medical, and prescription coverage.

   Two (2) insurance coverage plans [i.e., level/extent of benefits for medical and prescription] PPO and CDHP (Appendix C) will be offered, and each full-time eligible bargaining unit member will select the Plan of his or her choice, determined by the level and extent of

insurance coverage benefits desired. Participants in the District's health insurance plans shall contribute premium costs as follows:

Monthly Contribution	PPO	CDHP
Employee Only	$150	$40
Employee + Spouse	$330	$80
Employee + Child(ren)	$280	$60
Employee + Family	$360	$100

First-time enrollees in the CDHP shall qualify for a one-time contribution to their Health Savings Account (HSA) of two hundred fifty dollars ($250) for single coverage or five hundred dollars ($500) for family coverage. In addition, the District shall provide enrollees with an annual HSA contribution of one thousand five hundred dollars ($1,500) for single coverage and three thousand dollars ($3,000) for family coverage. Contributions to the HSA shall only be made for eligible employees.

A premium pass through program shall be utilized (subject to the rules established by the insurance carrier) to enable employees to make any bi-weekly contributions before taxes.

2. Under these plans, dependents will be covered according to Federal and State guidelines. The Board shall not be obligated to provide insurance for a dependent if the teacher desiring such coverage fails to provide the Treasurer with a written application or reasonable information requested by the Treasurer to establish the eligibility of dependents.

3. The Board shall have the right to select whatever carrier it chooses to provide its insurance programs; however, the selected plan(s) will not be changed during the life of this Negotiated Agreement.

B. Vision and Dental Coverage

Participants in the District's vision and dental benefits as outlined in Appendix C shall contribute premium costs as follows:

Monthly Contribution	Vision	Dental
Employee Only	$5	$4
Employee + Spouse	$10	$8
Employee + Child(ren)	$7	$6
Employee + Family	$20	$12

Vision coverage will be provided under a Vision Services Plan (VSP), subject to the rules established by the insurance carrier.

C. The Board shall provide a group term life insurance policy in the amount of thirty thousand dollars ($30,000) and shall pay the full cost of providing such insurance.

D. Any bargaining unit member who is covered by the family medical coverage of a spouse who is not an employee of the District may annually waive, in writing, the insurance coverage in §A of this article and receive at the end of the contract year a cash "waiver bonus" of two thousand five

hundred ($2,500). The bargaining unit member must show proof of GROUP medical insurance coverage. Individual plans, including ACA plans, are NOT sufficient. Application must be made during initial or open enrollment and renewed annually thereafter.

A bargaining unit member who removes his/her spouse from District coverage while remaining enrolled may retain dependent child(ren) on the District plan and shall receive a monthly spousal waiver payment of three hundred fifty dollars ($350). The employee must show proof of the spouse's enrollment in other group medical insurance coverage. Application must be made during initial or open enrollment and renewed annually thereafter.

When both spouses are employees of the District, they shall be covered by one family plan under the name of one of the spouses. Upon the other spouse's application, he/she shall receive a two thousand five hundred ($2,500) cash payment at the end of the contract year.

E. Insurance Committee

An insurance committee shall be maintained and convened for the purpose of reviewing all current insurance specifications, designing and promoting a wellness program and educating employees about insurance programs. The committee shall consist of an equal number of representatives of both the Board and the Association. The Board and the Association may each have one (1) consultant to the committee. The committee shall have the power to make its own internal rules of operation. A representative from the Association who serves on the committee shall be invited to attend all meetings that are open for attendance of the Lake County Schools Council Health Care Consortium advisory meetings.

F. Section 125 Plan ("Cafeteria Plan")

1. The Board shall continue to provide a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis; and, (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in §3 below. In accordance with the foregoing, any payments in lieu of insurance coverage provided by this Agreement shall be made through the Cafeteria Plan.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1 through September 30). Each employee hired after September 15 may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end on the following September 30. The Section 125 Plan may not be revoked during the current plan year (October 1 through September 30) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by §5 below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will

be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Dependent Care FSA

   a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently five thousand dollars [$5,000] per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

   b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

   c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

   a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of two thousand five hundred ($2,500) per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

   b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

   c. The plan shall allow a carryover of unused funds from plan year-to-plan year up to the maximum allowable amount under federal law.

5. Forfeiture of Unused Allocations

   To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be borne by the Board.

G. Part-Time Teachers

Fringe benefits for part-time teachers will be based upon the proportion of the teacher's assigned teaching load.

H. Retiring Employees' Insurance Benefits

Employees who plan to retire from the Madison Local School District are required to provide the Board with the effective date of their retirement when submitting their written notice of the

contemplated retirement. Retiring employees shall receive a continuation of their health insurance benefits through the end of the month in which his/her retirement is effective.

ARTICLE XIV - GRIEVANCE PROCEDURES

A. General Provisions

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of this Negotiated Agreement.

2. A "grievant" may be a teacher, group of teachers, or the MEA.

3. It is the intent of the Board and the MEA to resolve all grievances as expeditiously as possible and at the lowest possible administrative level.

4. All formal grievances must be in writing on the form provided in Appendix D.

5. By mutual agreement, the grievance procedure's steps may be waived and the time lines may be extended.

6. This grievance procedure shall be the sole and exclusive procedure for resolving grievances within its scope.

7. All meetings at Steps I, II, and III shall be scheduled so as not to conflict with scheduled working hours of the teacher involved. If an MEA representative is designated, scheduling of meetings shall be made with the MEA representative. All meetings will be confidential except to the parties of interest. Step IV sessions may be held during the school day, in which case participants will be released for said hearings without loss of pay or benefits.

8. If a grievance is not presented at the informal level (Step -1 below) within thirty (30) days of the act or conditions giving rise to the grievance, or if the grievant or his/her representative fails to observe the time limits established herein, the grievance shall be deemed to have been waived. If the Board representative fails to meet a deadline established by this procedure, the grievance shall automatically advance to the next step.

9. Settlement of a grievance at any step of this procedure shall be final and binding on the Board, Administration, grievant, and MEA, if involved as representative of the grievant.

10. No reprisal of any kind shall be taken against any teacher by reason of participation in the grievance procedure.

11. When more than one (1) teacher is part of a grievance, the grievance shall be signed by the teacher representing the affected group. All teachers allegedly involved or the class shall be identified by name in the written grievance and their representative shall be given written notice by the administration of the filing of the grievance. Individuals within the affected class of teachers may withdraw from the grievance by making such a request in writing to the Superintendent and MEA President. The grievance shall continue to be processed on behalf of those who do not withdraw.

B. Procedures

STEP I

1. Within thirty (30) days of an event that a teacher believes, in good faith, constitutes the basis for a grievance, he/she first must discuss the alleged concern with the immediate administrator who has authority to bring about a resolution of the alleged problem. Otherwise, the grievance shall be considered waived. The discussion shall be held confidentially and personally by the grievant before the filing of a written grievance. The teacher may be accompanied by a representative of the MEA. The request for the conference shall advise the administrator that the meeting is being held concerning a grievance.

2. The administrator must respond to the teachers alleged grievance within three (3) days of the conference or seven (7) days of the request, whichever is sooner.

STEP II

1. If no resolution is made informally, the grievant may submit a written grievance to the lowest level administrator who has authority to render a decision within fifteen (15) days of the Step I discussion. The lowest level administrator may be the Superintendent, in which case this becomes Step III. The teacher must file a grievance within the time limits established by this section, or the grievance shall be considered waived.

2. The completed grievance form shall be given to the Step II administrator. Copies shall be given to the principal, Superintendent, and MEA.

3. Within ten (10) days of receipt of the written grievance, the administrator shall issue a written report to the grievant, the Superintendent and the MEA representative which contains his/her findings and the reasons for them.

STEP III

1. If, within fifteen (15) days of receiving the written finding of the administrator at Step II, the grievant is dissatisfied with the disposition of the grievance, he/she may submit the written grievance, the Step II response and a statement of remaining issues in dispute to the Superintendent.

2. Within fifteen (15) days of receiving the written appeal, the Superintendent or designee may schedule a hearing on the grievance. The grievant may choose a representative to participate at the hearing at the expense of the teacher or the MEA.

3. The Superintendent will make a written report of his/her findings within ten (10) days of the hearing, giving reasons for the conclusion to the grievant, MEA representative, if any, and the Board President.

STEP IV

If after receiving the answer at Step III the bargaining unit member remains aggrieved, the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step III. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first mutually agreeable meeting date available to the mediator, but not later than thirty (30) days from the request. If the mediation effort is unsuccessful or is not initiated and the bargaining unit member remains aggrieved, the Association may proceed to Step V.

STEP V

1. If, within fifteen (15) days of receiving the written decision of the Superintendent at Step III or the date of the mediation session at Step IV, the grievant is not satisfied with the disposition of the grievance, issues in dispute may be submitted by the MEA for consideration and determination before an arbitrator.

2. The arbitrator will be selected from a panel provided by the American Arbitration Association. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association and render a decision following the hearing.

3. The decision of the arbitrator shall be final and binding on all parties, except that either party may petition the Court of Common Pleas to vacate, modify, or correct any decision of the arbitrator in accordance with ORC §§2711.10 through 2711.16.

4. The arbitrator shall have no power to add to, delete from or modify any of the terms of this Negotiated Agreement. The fees and expenses of the arbitrator shall be paid by the party which does not prevail in the arbitration. Additional expenses shall be paid by the party which incurs them.

ARTICLE XV - SEXUAL HARASSMENT

A. Affirmation

The Board and the MEA affirm that the mission of the District is never met by condoning forms of sexual harassment and that the working environment shall remain free of sexual harassment and intimidation. Sexual harassment, as defined in Board policy, shall be consistent with the mandates of federal and state law.

As with other forms of discrimination, the Board and the MEA are opposed to sexual harassment by one (1) teacher of another, and sexual harassment by a teacher of a student whether initiated by a male or female. Sexual harassment by any teacher will not be tolerated and can be grounds for termination of employment.

B. The Board and Association agree that the responsibility for conforming with state and federal law regarding sexual harassment resides with the Board. Accordingly, the MEA understands that the Board shall disseminate information concerning its procedures for reporting and investigating charges of sexual harassment.

C. Any discipline administered as a result of such harassment shall be in compliance with law and any applicable provisions of this Negotiated Agreement.

ARTICLE XVI - FORM AND DURATION

A. This Negotiated Agreement is effective 12:00 a.m. August 13, 2026 through 11:59 p.m. on August 12, 2027.

B. This Negotiated Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and Administration reserve all rights and powers conferred on them by law and, reserve the right to use discretion in exercising such rights and to adopt, rescind, or modify policies and rules in the course of exercising such rights. Neither the Board nor the MEA shall violate this Negotiated Agreement; the MEA does not waive any statutory right it may have to bargain as to the impact of Board and Administration actions on any mandatory bargaining subjects which are neither in any way covered by other articles in this Negotiated Agreement nor within the scope of matters raised during negotiations.

C. This is a binding agreement which shall supersede any previous Negotiated Agreement and/or conflicting policy during the term of this Negotiated Agreement and cannot be changed, modified or altered in any way without the mutual consent in writing and signed by the Board and the MEA.

D. This Negotiated Agreement and its Appendices shall be printed in booklet form and distributed to all teachers and, upon request, to the MEA. The Board shall give each new teacher a copy of this Negotiated Agreement.

E. Should any article, section, or clause of this Negotiated Agreement be declared illegal by a court of competent jurisdiction, all other provisions shall continue in full force and effect for the duration of this Negotiated Agreement.

President
Madison Local Schools Board of Education

Treasurer
Madison Local Schools Board of Education

Superintendent
Madison Local Schools Board of Education

President
Madison Education Association

Treasurer
Madison Education Association

Chief Negotiator
Madison Education Association

Appendix A

MADISON LOCAL SCHOOL DISTRICT
TEACHERS' SALARY SCHEDULE
EFFECTIVE FIRST DAY OF 2026 – 2027 SCHOOL YEAR

INDEX BASE $43,387
182 days

	BA	BA+15	160	MA or BA+45	MA+15	MA+30
0	1.00000 $43,387	1.03500 $44,906	1.07000 $46,425	1.09500 $47,509	1.13000 $49,028	1.16000 $50,330
1	1.04500 $45,340	1.08100 $46,927	1.11700 $48,515	1.14900 $49,647	1.18300 $51,235	1.21400 $52,595
2	1.09000 $47,293	1.12700 $48,898	1.16400 $50,503	1.20300 $52,195	1.23600 $53,627	1.26900 $55,059
3	1.15700 $50,199	1.19600 $51,892	1.23400 $53,540	1.27400 $55,276	1.31600 $57,098	1.35100 $58,617
4	1.22500 $53,150	1.26500 $54,885	1.30500 $56,621	1.35500 $58,790	1.39600 $60,569	1.43300 $62,174
5	1.27000 $55,102	1.31100 $56,881	1.35200 $58,660	1.43600 $62,305	1.47600 $64,040	1.51500 $65,732
6	1.31500 $57,055	1.35700 $58,877	1.39900 $60,699	1.49000 $64,647	1.52900 $66,340	1.57000 $68,118
7	1.36000 $59,007	1.40300 $60,873	1.44600 $62,738	1.54400 $66,990	1.58200 $68,639	1.62500 $70,505
8	1.40500 $60,960	1.44900 $62,869	1.49300 $64,778	1.59800 $69,333	1.63800 $71,069	1.68000 $72,891
9	1.45000 $62,912	1.49500 $64,864	1.54000 $66,817	1.65200 $71,676	1.69700 $73,629	1.73500 $75,277
10	1.49500 $64,864	1.54100 $66,860	1.58700 $68,856	1.70600 $74,019	1.75600 $76,188	1.79100 $77,707
11	1.54000 $66,817	1.58700 $68,856	1.63400 $70,895	1.76200 $76,449	1.81500 $78,748	1.85100 $80,310
12	1.58500 $68,769	1.63300 $70,852	1.68100 $72,934	1.81800 $78,878	1.87400 $81,308	1.91100 $82,913
13	1.63000 $70,722	1.67900 $72,848	1.72800 $74,974	1.87400 $81,308	1.93300 $83,868	1.97600 $85,734
14	1.67500 $72,674	1.72500 $74,843	1.77500 $77,013	1.93000 $83,738	1.99200 $86,428	2.04300 $88,641
20	1.74300 $75,624	1.79400 $77,837	1.84600 $80,093	2.03100 $88,120	2.07500 $90,029	2.12700 $92,285
30	1.80000 $78,097	1.85000 $80,267	1.90000 $82,436	2.09000 $90,680	2.14000 $92,849	2.19000 $95,018

Appendix B

SUPPLEMENTAL SALARY SCHEDULES

The following supplemental positions will be offered, on a limited contract basis only, when the Superintendent determines that it is educationally sound and financially feasible. A coach will be hired for each team (varsity, junior varsity, freshman, grade 8, grade 7) along with a minimum of one additional assistant coach when participation warrants. Teachers interested in applying for supplemental contract positions must do so in writing each year.

The dollar amount as determined by the percentage indicated shall be computed by using the BA Step 0 (base pay) in all instances. All advisors shall hold year-long responsibilities. Years of experience are defined as all years of supplemental service in the activity (e.g., football) in the District, plus all documented experience in the activity outside the District up to three (3) years. However, if a teacher is requested by the administration to change coaching or other supplemental duties, that teacher shall receive the same experience as if he/she had not changed.

COMBINED BOYS AND GIRLS	**EXPERIENCE LEVEL (YEARS)**				
	0-3	**4-7**	**8-11**	**12-15**	**16+**
Athletic Director	.22	.24	.26	.28	.30
Assistant Athletic Director - HS	.10	.11	.12	.14	.16
Assistant Athletic Director - MS	.07	.08	.09	.10	.11
Swim Team	.12	.14	.16	.18	.20
Assistant Coach / Swim Team	.07	.09	.11	.13	.15
MMS Cross Country	.07	.09	.11	.13	.15
Boys	**0-3**	**4-7**	**8-11**	**12-15**	**16+**
Head Varsity Football	.18	.20	.22	.24	.26
Head Varsity Wrestling	.16	.18	.19	.21	.23
Head Varsity Basketball	.16	.18	.19	.21	.23
Head Varsity Baseball	.12	.14	.16	.18	.20
Head Varsity Track	.12	.14	.16	.18	.20
Head Varsity Golf	.12	.14	.16	.18	.20
Head Varsity Cross Country	.12	.14	.16	.18	.20
Head Varsity Soccer	.12	.14	.16	.18	.20
Tennis	.12	.14	.16	.18	.20
Girls	**0-3**	**4-7**	**8-11**	**12-15**	**16+**
Head Varsity Basketball	.16	.18	.19	.21	.23
Head Varsity Track	.12	.14	.16	.18	.20
Head Varsity Volleyball	.12	.14	.16	.18	.20
Head Varsity Softball	.12	.14	.16	.18	.20
Head Varsity Cross Country	.12	.14	.16	.18	.20

Head Varsity Soccer	.12	.14	.16	.18	.20
Head Varsity Golf	.12	.14	.16	.18	.20
Tennis	.12	.14	.16	.18	.20

Boys	**0-3**	**4-7**	**8-11**	**12-15**	**16+**
Assistant Varsity Football	.12	.14	.16	.18	.20
Assistant Football-Freshman	.12	.14	.16	.18	.20
Assistant Varsity Wrestling	.12	.14	.16	.18	.20
Assistant Wrestling-Freshman	.12	.14	.16	.18	.20
Assistant Varsity Basketball	.12	.14	.16	.18	.20
Assistant Basketball-Freshman	.12	.14	.16	.18	.20
Assistant Varsity Baseball	.07	.09	.11	.13	.15
Assistant Baseball-Freshman	.07	.09	.11	.13	.15
Assistant Varsity Track	.07	.09	.11	.13	.15
Assistant Varsity Golf	.07	.09	.11	.13	.15
Assistant Varsity Cross Country	.07	.09	.11	.13	.15
Assistant Varsity Soccer	.07	.09	.11	.13	.15
Assistant Varsity Tennis	.07	.09	.11	.13	.15

Girls	**0-3**	**4-7**	**8-11**	**12-15**	**16+**
Assistant Varsity Track	.07	.09	.11	.13	.15
Assistant Varsity Basketball	.12	.14	.16	.18	.20
Assistant Basketball-Freshman	.12	.14	.16	.18	.20
Assistant Varsity Volleyball	.07	.09	.11	.13	.15
Assistant Varsity Softball	.07	.09	.11	.13	.15
Assistant Varsity Softball	.07	.09	.11	.13	.15
Assistant Varsity Soccer	.07	.09	.11	.13	.15
Assistant Varsity Tennis	.07	.09	.11	.13	.15
Assistant Varsity Cross Country	.07	.09	.11	.13	.15
Assistant Varsity Golf	.07	.09	.11	.13	.15

Boys Middle School*	**0-3**	**4-7**	**8-11**	**12-15**	**16+**
Basketball	.07	.09	.11	.13	.15
Track	.07	.09	.11	.13	.15
Wrestling	.07	.09	.11	.13	.15
Football	.07	.09	.11	.13	.15
Golf	.07	.09	.11	.13	.15
Cross Country	.07	.09	.11	.13	.15
Soccer	.07	.09	.11	.13	.15

Girls Middle School*	0-3	4-7	8-11	12-15	16+
Basketball	.07	.09	.11	.13	.15
Track	.07	.09	.11	.13	.15
Volleyball	.07	.09	.11	.13	.15
Golf	.07	.09	.11	.13	.15
Cross Country	.07	.09	.11	.13	.15
Soccer	.07	.09	.11	.13	.15

* When 7th and 8th grade sports are separated, they shall have separate coaches who shall each receive the above supplemental contracts.

Cheerleader Advisor	0-3	4-7	8-11	12-15	16+
Head Advisor for Fall Sports	.05	.06	.07	.08	.09
Assistant Advisor for Fall Sports	.04	.05	.06	.07	.08
Middle School Advisor for Fall Sports	.03	.04	.05	.06	.07
Head Advisor for Winter Sports	.05	.06	.07	.08	.09
Assistant Advisor for Winter Sports	.04	.05	.06	.07	.08
MS Advisor for Winter Sports	.03	.04	.05	.06	.07
Competition Squad Advisor	.03	.04	.05	.06	.07

Weight Room Supervisor	0-3	4-7	8-11	12-15	16+
Fall Supervisor	.0175	.0225	.0275	.0325	.0375
Winter Supervisor	.0175	.0225	.0275	.0325	.0375
Spring Supervisor	.0175	.0225	.0275	.0325	.0375
Summer Supervisor	.0175	.0225	.0275	.0325	.0375

ADVISORS	0-3	4-7	8-11	12-15	16+
Academic Challenge Club	.03	.04	.05	.06	.07
Academic Decathlon	.03	.04	.05	.06	.07
Core Team Building Coordinator	.03	.04	.05	.06	.07
Core Team Coordinator- District-wide	.08	.09	.10	.11	.12
HS Musical Choreographer	.03	.04	.05	.06	.07
HS Show Choir Choreographer	.03	.04	.05	.06	.07
HS Drama Asst. Technical Director	.03	.04	.05	.06	.07
High School Fall Play	.03	.04	.05	.06	.07
High School Spring Musical	.05	.06	.07	.08	.09
National Junior Honor Society	.04	.05	.06	.07	.08
7th Grade Trip Director	.01	.02	.03	.04	.05
8th Grade Trip Director	.01	.02	.03	.04	.05

Middle School Drama (1 per year)	.04	.05	.06	.07	.08
District Electronic Media Director	.16	.18	.20	.22	.24
Electronic Media Coordinator-Elementary & Middle School	.05	.06	.07	.08	.09
Freshman Class	.03	.04	.05	.06	.07
Head Teacher - Elementary & MS	.05	.06	.07	.08	.09
Instrumental Music Director	.14	.15	.16	.17	.18
Assistant Instrumental Music Director	.05	.06	.07	.08	.09
Vocal Music Director	.08	.09	.10	.11	.12
Junior Class	.05	.06	.07	.08	.09
Key Club	.05	.06	.07	.08	.09
Language Club	.04	.05	.06	.07	.08
Majorette	.05	.06	.07	.08	.09
Math Club	.03	.04	.05	.06	.07
Model U.N.	.03	.04	.05	.06	.07
Middle School Newspaper	.04	.05	.06	.07	.08
Science Club	.03	.04	.05	.06	.07
National Honor Society	.05	.06	.07	.08	.09
Power of the Pen	.01	.02	.03	.04	.05
S.A.D.D.	.03	.04	.05	.06	.07
High School Newspaper	.05	.06	.07	.08	.09
Senior Class	.05	.06	.07	.08	.09
Sophomore Class	.03	.04	.05	.06	.07
Student Council-High School	.05	.06	.07	.08	.09
Student Council-Middle School	.04	.05	.06	.07	.08
Student Council-per Elementary	.04	.05	.06	.07	.08
Teen Institute Club	.04	.05	.06	.07	.08
Yearbook--High School	.08	.10	.12	.14	.16
Yearbook-Middle School	.04	.05	.06	.07	.08
IC Coaches	.02	.03	.04	.05	.06

SCHOOL YEAR AND HOURLY RATES

Teacher Workshop Day Attendance Stipend	.007 of BA base per day
Emergency Substitute Teaching Assignment	.001 of BA base per hour
Overnight Duty	.005 of BA base per night
Extended Duty	.003 of BA base per day

Supplemental contracts for hourly-type activities not listed above, including but not limited to after-school detention, Saturday school, summer curriculum work, summer band, 1AT or similar committee member and

tutoring shall be paid at the hourly rate of .001 of the BA base or, if mutually acceptable to the teacher(s) and the Board, release time. The hourly rate paid to teachers who perform duties paid by grant funds shall be subject to the terms and conditions established by the limitations of the approved grant and shall be communicated in advance to participating teachers.

CLASS COVERAGE

All class coverages are based on the hourly per diem rate of the BA base in fifteen (15) minute increments.

	2026		EFFECTIVE JANUARY 1, 2027	
IN NETWORK HIGHLIGHTS	PPO (PLAN 1)	CDHP	PPO 27.1	CDHP 27.1
COVERAGE COMPONENTS				
Deductible	$500 / $1,000	$3,300 / $6,000	$1,000 / $2,000	$3,500 / $7,000
Coinsurance Limit	$2,000 / $4,000	$700 / $2,000	$4,000 / $8,000	N/A
Coinsurance + Copay Limit (Max OOP)	$6,600 / $13,200	$4,000 / $8,000	$6,600 / $13,200	$4,500 / $9,000
Plan Index (Adjustability)	N/A	Individual Only	IRS ACA INDEX	IRS ACA INDEX
FREQUENTLY USED SERVICES				
Preventive Care Services	NO COST	NO COST	NO COST	NO COST
Virtual Visit	DED + 20%	DED + 10%	$0 COPAY	$0 COPAY
Primary Care Office Visit	DED + 20%	DED + 10%	$30 COPAY	DED + 20%
Specialist Office Visit	DED + 20%	DED + 10%	$60 COPAY	DED + 20%
Urgent Care	DED + 20%	DED + 10%	$100 COPAY	DED + 20%
Emergency Use of the Emergency Room	$75 COPAY	DED + 10%	$300 COPAY	DED + 20%
Diagnostic Mammogram / Colonscopy	DED + 20%	DED + 10%	NO COST	NO COST
Independent Diagnostic X-Ray/Lab Services	DED + 20%	DED + 10%	NO COST	DED + 20%
PRESCRIPTION DRUGS				
Tier 1 (Generic)	$10 COPAY	DED + 10%	$5 COPAY	DED + 20%
Tier 2 (Preferred Brand)	$30 COPAY	DED + 10%	$40 COPAY	DED + 20%
Tier 3 (Non-Preferred Brand)	$50 COPAY	DED + 10%	$75 COPAY	DED + 20%
90-Day/Mail Order	2x RETAIL	2x RETAIL	2x RETAIL	2x RETAIL
FACILITY BASED EXPENSES				
Inpatient Services or Hospitalization	DED + 20%	DED + 10%	DED + 20%	DED + 20%
Ambulatory Services, Surgery or X-Ray/Lab	DED + 20%	DED + 10%	DED + 10%	DED + 10%
Outpatient Services, Surgery or X-Ray/Lab	DED + 20%	DED + 10%	DED + 20%	DED + 20%
HEALTH SAVINGS ACCOUNT CONTRIBUTION				
Employee Only	$0	$1,000	$0	$1,500
Employee + Spouse	$0	$2,000	$0	$3,000
Employee + Child(ren)	$0	$2,000	$0	$3,000
Family	$0	$2,000	$0	$3,000

DENTAL COVERAGE	2026	EFFECTIVE JANUARY 1, 2027
COVERAGE COMPONENTS		
Deductible	$50 / $150	$50 / $100
Annual Benefit Maximum	$1,500	$2,000
Orthodontic Eligibility	To Age 19	All Members
Lifetime Orthodontic Maximum	$1,000	$1,500
FREQUENTLY USED SERVICES		
Preventive Care Services	100%	100%
Basic Services	80%	80%
Major Services	60%	60%
Orthodontic Services	60%	50%

VISION COVERAGE	2026	EFFECTIVE JANUARY 1, 2027
COVERAGE COMPONENTS		
Eye Exam	$10 Copay	$10 Copay
Eye Exam Allowance	Annual	Annual
Lens/Frame	$15 Copay	$15 Copay
Frame Allowance	Annual / $150	Annual / $200

Appendix D

Madison Education Association
Step II Grievance Form

GRIEVANCE NO._____GRIEVANT:_____
(To be completed by the administration)

Specific sections of the Negotiated Agreement DATE OF STEP I DISCUSSION
that were allegedly violated:_____
_____
_____

STATEMENT OF GRIEVANCE (Include factual background of and reasons for the grievance. Use additional pages, if necessary.)
_____
_____
_____

RELIEF SOUGHT (Use additional pages, if necessary)
_____
_____
_____

_____ _____
Grievant Date Filed

_____ _____
Administrator Date Received

RESPONSE (Use additional pages, if necessary) Date of Discussion _____

_____
_____

_____ _____
Administrator Date of Response

_____ _____
Grievant Date Received

pc: Labor Relation Consultant
MEA President

Madison Education Association
Step III Grievance Form

GRIEVANCE NO. _____
(Attach a copy of the Step II grievance form and response.)

STATEMENT OF DISAGREEMENT WITH STEP II RESPONSE AND REMAINING ISSUES IN DISPUTE

_____
_____
_____
_____
_____
_____
_____

_____ _____
Grievant Date Filed

_____ _____
Administrator Date Received

RESPONSE (Use additional pages, if necessary)

_____
_____
_____

_____ _____
Administrator Date

_____ _____
Grievant Date Received

pc: Labor Relation Consultant
MEA President

Appendix E

Madison Local School District

JOB DESCRIPTION

POSITION: CLASSROOM TEACHER

QUALIFICATIONS:

As established by the Center for the Teaching Profession, Certification Licensure, Ohio Department of Education, for the classroom assignment of the teacher.

REPORTS TO:

Building Principal or designee.

SUPERVISES:

Teacher aide, student teacher, or volunteers as assigned by the building principal.

JOB GOAL:

To guide students in learning subject matter and or skills as contained in the applicable Ohio Department of Education Academic Content Standards.

ESSENTIAL PERFORMANCE RESPONSIBILITIES

A. PLANNING AND PREPARATION

1. Becoming familiar with relevant aspects of students' background knowledge and experiences.
2. Articulating clear learning goals for the lesson that are appropriate to the students.
3. Demonstrating an understanding of the connections between the content previously learned, current content, and future content.
4. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.
5. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

B. CLASSROOM ENVIRONMENT

1. Creating a climate that promotes fairness.
2. Establishing and maintaining rapport with students.
3. Communicating challenging learning expectations to each student.
4. Establishing and maintaining consistent standards of classroom behavior.
5. Making the physical environment as safe and conducive to learning as possible.

C. INSTRUCTION

1. Making learning goals and instructional procedures clear to students
2. Making content comprehensible to students
3. Encouraging students to extend their thinking
4. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
5. Using instructional time effectively

D. PROFESSIONAL RESPONSIBILITIES

1. Reflecting on the extent to which the learning goals were met
2. Maintaining accurate records
3. Demonstrating a sense of efficacy
4. Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
5. Communicating with parents or guardians about student learning
6. Growing and developing professionally

TERMS OF EMPLOYMENT:

Salary, work year, and terms and conditions of employment to be determined by the Madison Local Board of Education in accordance with the Ohio Revised Code and the current Negotiated Agreement.

EVALUATION:

Performance of the Classroom Teacher will be evaluated annually by the building Principal in accordance with the provisions of the Madison Local Board of Education policy and the current Negotiated Agreement.

Adopted: 9/25/90
Revised: 3/15/94
11/18/03
8/15/06

Appendix F

Madison Local School District
TEACHER OBSERVATION INSTRUMENT

Name_____ **School**_____

Date _____ **Time**_____ **Subject/Class**_____
(in/out)
Date of Pre-Conference (when applicable) _____

1 = Not Meeting Expectations 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations

COMPONENTS	**Performance level**	**A. PLANNING AND PREPARATION** **COMMENTS**
A1 Becoming familiar with relevant aspects of students' background knowledge and experiences		
A2 Articulating clear learning goals for the lesson that are appropriate to the students		
A3 Demonstrating an understanding of the connections between the content previously learned, current content, and future content		
A4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson		
A5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson		

COMPONENTS	Performance level	B. CLASSROOM COMMENTS
B1 Creating a climate that promotes fairness		
B2 Establishing and maintaining rapport with students		
B3 Communicating challenging learning expectations to each student		
B4 Establishing and maintaining consistent standards of classroom behavior		
B5 Making the physical environment as safe and conducive to learning as possible		

COMPONENTS	Performance level	C. INSTRUCTION COMMENTS
C1 Making learning goals and instructional procedures clear to students		
C2 Making content comprehensible to students		
C3 Encouraging students to extend their thinking		
C4 Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands		
C5 Using instructional time effectively		

(For discussion purposes only)

COMPONENTS	Performance Level	D. PROFESSIONAL RESPONSIBILITIES COMMENTS
D1 Reflecting on the extent to which the learning goals were met		
D2 Maintaining accurate records		
D3 Demonstrating a sense of efficacy		
D4 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students		
D5 Communicating with parents or guardians about student learning		
D6 Growing and developing		

_____ _____

Teacher's Signature Date

_____ _____

Administrator's Signature Date

EVALUATOR'S COMMENTS:

TEACHERS COMMENTS:

Madison Local School District
TEACHER EVALUATION INSTRUMENT

Name _____ **School** _____

Date _____

Date of Pre-Conference (when applicable) _____

1 = Not Meeting Expectations 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations

COMPONENTS	**Performance level**	**A. PLANNING AND PREPARATION, COMMENTS**
A1 Becoming familiar with relevant aspects of students' background knowledge and experiences		
A2 Articulating clear learning goals for the lesson that are appropriate to the students		
A3 Demonstrating an understanding of the connections between the content previously learned, current content, and future content		
A4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson		
A5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson		

COMPONENTS	Performance level	B. CLASSROOM ENVIRONMENT COMMENTS
B1 Creating a climate that promotes fairness		
B2 Establishing and maintaining rapport with students		
B3 Communicating challenging learning expectations to each student		
B4 Establishing and maintaining consistent standards of classroom behavior		
B5 Making the physical environment as safe and conducive to learning as possible		

COMPONENTS	Performance level	C. INSTRUCTION COMMENTS
C1 Making learning goals and instructional procedures clear to students		
C2 Making content comprehensible to students		
C3 Encouraging students to extend their thinking		
C4 Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands		
C5 Using instructional time effectively		

COMPONENTS	Performance level	D. PROFESSIONAL RESPONSIBILITIES COMMENTS
D1 Reflecting on the extent to which the learning goals were met		
D2 Maintaining accurate records		
D3 Demonstrating a sense of efficacy		
D4 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students		
D5 Communicating with parents or guardians about student learning		
D6 Growing and developing professionally		

_____ _____

Teacher's Signature Date

_____ _____

Administrator's Signature Date

EVALUATOR'S COMMENTS:

Appendix G

OTES Teacher Evaluation Forms

Self-Assessment Summary Tool

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

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers
Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often
The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support
Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

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

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

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

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

Evaluator Summary Comments:

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

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

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

OBSERVATIONS

Evaluator Summary Comments:

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

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning instruction**	The teacher's instructional plan	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 4.6 Element 5.3 Element 5.4	There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about-student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys		frequent off-task behavior.	behavior is sometimes evident. The teacher makes decisions about classroom operations.	assume appropriate levels of responsibility for effective operation of the classroom.	ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				achievement for most students.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				strategies for improving professional practice.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

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

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

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

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

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

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
   - Discuss identified focus area(s)
   - Ask self-reflection question/s
   - Provide evidence from notes
   - Share resources and supports

3. Present evidence and rating connected to the rubric.

Professional Growth Plan

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

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

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

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

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

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

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

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

AND

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

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

*LEGAL REFS. ORC 3319.111; 3319.112

High-Quality Student Data Verification Form

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

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

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

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

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.
HQSD Approval Signature: Date: Click or tap to enter a date.

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

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____Date _____

Evaluator Signature _____Date _____