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K25646

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**MASON EDUCATION ASSOCIATION**

**AND THE**

**MASON BOARD OF EDUCATION**

**EFFECTIVE**

**JULY 1, 2009 - JUNE 30, 2012**

## **MASON EDUCATION ASSOCIATION IMPORTANT DATES**

<b>September 15</b>	Official Transcripts sent to the Superintendent's Office and military discharge papers submitted to the treasurer's office for placement on the salary schedule effective at the start of the school year
<b>September 15</b>	Tuition reimbursement requests submitted to the Assistant Superintendent of Human Resources
<b>September 15</b>	Amount of fair share fee submitted to Board Treasurer
<b>September 30</b>	Staff meeting when the principal discusses the evaluation procedure and forms
<b>September 30</b>	Phase II evaluation plan submitted and approved by principal
<b>Second paycheck in October</b>	Association dues deductions begin
<b>Last Student Day in December</b>	First set of observations/evaluation completed for Phase I
<b>January</b>	Mileage reimbursement issued
<b>January 10</b>	At least on Checkpoint Conference for Phase II evaluations
<b>January 15</b>	Member must provide written notice of his/her tenure eligibility to the Assistant Superintendent of Human Resources
<b>January 15</b>	Transcripts submitted to Superintendent's office for movement on the salary schedule effective first pay in February Second paycheck
<b>in January</b>	Fair share fee deductions begin
<b>March 1</b>	Job sharing proposal submitted to the principal
<b>March 1</b>	Budget provided to appropriate council for supplementals
<b>March 15</b>	Job sharing proposal submitted to the Assistant Superintendent of Human Resources and MEA President
<b>March 30</b>	Supplemental Review Committees/councils submits recommendations to the Assistant Superintendent of Human Resources
<b>April 1</b>	Member provides written notice of his/her intent to return from an unpaid leave of absence at the start of the upcoming school year
<b>April 10</b>	Second set of observations/evaluation completed for Phase I
<b>April 10</b>	Conferences completed for Phase II evaluations for members on a limited contract
<b>April 20</b>	Evaluation materials placed in personnel files
<b>April 30</b>	Written reason for an extended limited contract must be provided to the member
<b>April 30</b>	Notice of nonrenewal provided to member
<b>May 1</b>	Notice of member's intent to receive substitute pay or reserve days for adoption for unused personal days submitted to the treasurer's office
<b>May 30</b>	Notice of a reduction in force for the upcoming school year provided to the MEA and affected members
<b>May 30</b>	Notice of involuntary transfer for upcoming school year
<b>June 1</b>	Conferences completed for Phase II evaluations for members on a continuing contract
<b>July</b>	Mileage reimbursement issued
<b>July 1</b>	Notice of required professional learning hours
<b>July 10</b>	Member must notify the district if he/she is resigning

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**SECTION 1**  
**Governing Provisions**

**ARTICLE**

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- 1.02 PROVISIONS CONTRARY TO LAW
- 1.03 NEGOTIATIONS PROCEDURES
- 1.04 GRIEVANCE PROCEDURE
- 1.05 ASSOCIATION RIGHTS
- 1.06 FAIR SHARE FEE

## SECTION 1 - GOVERNING PROVISIONS

### 1.01

### RECOGNITION

1.011 The Mason Board of Education, hereinafter referred to as the "Board," recognizes the Mason Education Association, affiliated with Southwestern Ohio Education Association, the Ohio Education Association, and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for all bargaining unit Members, hereinafter referred to as "Member" during the term of this agreement.

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

1.013 Definitions

#### Member

1.0131 The term Member, covered by this agreement, is defined as all certificated personnel employed by the Board, excluding the Superintendent, all assistant Superintendents, administrative assistants, principals, assistant principals, and substitute teachers who have served less than sixty (60) consecutive days in the same assignment.

#### Seniority

1.0132 Seniority shall be defined as the Member's length of full-time continuous service with the Board.

(A) Seniority shall accrue for all time a Member is on active pay status or on military leave.

(B) Time spent on inactive pay status (unpaid approved leave, layoff or receiving worker's compensation benefits) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

(C) Members shall accrue one (1) year of seniority for each one hundred-twenty (120) days worked in a school year.

(D) If seniority is equal for two or more Members, the following shall be used when there is a need to break the tie:

The date of the Board meeting at which the Member was hired will first be used; and then the date the Member signed his/her initial contract with the Board; and then by the total number of years of teaching experience in Ohio; and then by lottery.

1.0133 Day – Unless otherwise specified, the use of the word “day” shall refer to a calendar day.

1.02

PROVISIONS CONTRARY TO LAW

In the event of conflict between the provisions of this agreement and the Ohio Revised Code, this agreement shall prevail to the extent permitted by law.

1.03

NEGOTIATIONS PROCEDURES

1.031 "Good Faith" Bargaining

All bargaining shall be in good faith, meaning: both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement. Negotiating in good faith does not compel either party to agree to a proposal or require the making of a concession. However, if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Each bargaining team shall be authorized to present proposals, consider proposals, offer counterproposals, make considerations and concessions, and provide positions on behalf of the party represented with the purpose of reaching agreement.

1.032 Bargaining in Executive Session

All bargaining sessions shall be in executive session, meaning: only Members of the bargaining teams, consultants, and/or observers as provided for in this procedure, and others as mutually agreed to between the bargaining teams, shall be in the room in which the bargaining session is being held.

1.033 Submission of Proposals

(A) Initiating Negotiations

- (1) All requests for the initiation of negotiations shall be made in writing utilizing the required SERB forms. The request initiated by the Association, shall be directed to the Superintendent; the request initiated by the Board shall be directed to the President of the Association.

(B) Information

- (1) The designated representative of the Board and the Association agrees to make available to each other all available public information on issues being negotiated.
- (2) The Treasurer shall provide the Association with requested financial documents to the extent that such documents are currently prepared and available.
- (3) In addition, the Association may request other pertinent public information such as the training and experience grid, insurance reports and insurance rates, which may be provided if and when available.

(C) Exchange of Proposals

Proposals shall be exchanged simultaneously by March 1<sup>st</sup>, unless mutually agreed otherwise, and collective bargaining shall begin on a date set by the parties. Proposals shall be submitted in a complete, written form. Once proposals are exchanged, no other issue may be submitted to the negotiations process, unless both parties agree.

(D) Alternative Process

The parties may elect to participate in an alternative negotiations procedure. Ground rules shall be established at the onset of negotiations to determine which provisions in this Article need alteration, if any.

1.034 Negotiating Teams

- (A) The Board and the Association shall be represented at all bargaining sessions by a team of negotiators. The Association's team shall consist of the President, Vice-President, a representative from each building and the Association's OEA Representative. The Board's Team shall consist of representatives not to exceed the number of representatives on the Association's team. A primary spokesperson from each team shall be designated.
- (B) Prior to the first session, each team shall inform the other of the negotiators serving on its team. Once negotiations has commenced, replacements to the team may be made due to unusual circumstances, but such replacement shall be on a permanent basis and shall not serve to rotate team Members from meeting to meeting.
- (C) Each team may also admit a consultant to bargaining sessions who may address a particular issue under discussion, provided the other team is notified in advance of the consultant's attendance. The cost of any consultant shall be borne by the party utilizing him/her.

1.035 Negotiation Meetings

- (A) Until the collective bargaining process is completed, each meeting shall include a decision on an agreed time, place and agenda for the next meeting unless mutually agreed otherwise.
- (B) Meetings should be scheduled with the least interruption of school schedules; however, if necessary, association Members of the team may be released from school duties to attend meetings without loss of pay or leave days.
- (C) Upon request of either party, the bargaining session shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

1.036 Ad Hoc Committees

Ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams. Procedures and guidelines shall be established at the time such committees are created.

1.037 Reporting

- (A) Each bargaining team shall be responsible to make periodic progress reports to the party they represent during the bargaining period.
- (B) No release may be made to the media during the collective bargaining process, unless approved by both the Board and association bargaining teams.

1.038 Tentative Agreement

As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by the chief negotiator of each party. When consensus is reached on all items, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association for ratification and thereafter to the Board for adoption by resolution.

1.039 Limit on Negotiations

A limit of forty-five (45) calendar days shall be spent in the collective bargaining process between the Board and the association bargaining teams. The forty-five (45) days shall begin with the first bargaining session arranged after proposals have been exchanged unless mutually agreed otherwise. If negotiations have not been concluded within the allowable period, impasse shall be declared unless other action is mutually agreed upon.

1.0310 Impasse

- (A) In the event that agreement cannot be obtained on all issues being negotiated within the limits set forth in Section 1.039 above, either party may declare impasse in writing on all issues being negotiated. The party declaring impasse shall call for the assistance of a mediator from The Federal Mediation and Conciliation Service. The impasse procedure shall be deemed exhausted if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. The cost for services of the mediator, if any, shall be borne equally by the Board and the Association.
- (B) Upon completion of the impasse procedure the Association shall have the right to strike in accordance with 4117.14D(2) and 4117.18(C) of the Ohio Revised Code, such right being modified by future change, if any, to the Ohio Revised Code.

1.0311 No reprisals or intimidation of any kind shall be taken against any property (public or private) or any participant in the collective bargaining process or by reason of such participation. This applies equally to both parties of this agreement.

1.04

GRIEVANCE PROCEDURE

1.041 Purpose

The primary purpose of this procedure is to obtain, at the lowest level and in the shortest period of time, solutions to grievances, which may arise. The grievance procedure is a method by which an individual Member, a group of Members, or the Association may assert a complaint without fear of reprisal and obtain a fair hearing at progressively higher levels.

1.042 Definitions

(A) Grievance

A grievance is a claim that the Board and/or its administration have violated, misinterpreted and/or misapplied one or more express provision(s) of this master contract.

(B) Grievant

A Member of the bargaining unit, as defined in Article 1.0131 - Recognition, or the Association.

(C) Day

A calendar day.

(D) Type of Grievances

Individual

A grievance that alleges a violation, misinterpretation and/or misapplication which directly and adversely affects one Member.

Group

A grievance that alleges a violation, misinterpretation and/or misapplication, which directly and adversely affects two or more Members. Such grievance must be signed by at least two Members and must identify the Members who are also impacted by the grievance.

Association

A grievance that alleges a violation, misinterpretation and/or misapplication which directly and adversely impacts the entire bargaining unit and/or the Section 1 – Governing Provisions, of the Master Contract.

1.043 General Provisions

- (A) A written grievance shall be filed on the three page form provided in Section 5 of this Master Contract and shall include a concise statement of the grievance citing all Sections and Articles which are alleged to be violated, misinterpreted and/or misapplied. The grievance shall also state the relief sought and the date upon which the grievance was filed at Step 1.
- (B) If the action or series of actions, which is the basis of said grievance, occurs during the summer break between school years, the time period as referred to in Article 1.045B shall commence on the first day of the school year.
- (C) Official records of the grievance proceedings are confidential information and shall be kept only in a confidential, separate file by the Treasurer of the Board. Access shall be made only by mutual consent of the Superintendent and the president of the association or by a court order.
- (D) The Board shall provide the Association with pertinent documents and/or data which may be necessary for the Association to process grievances.
- (E) If the grievance and/or arbitration hearings are scheduled during a school day, the grievant(s) and necessary witnesses shall be relieved of all regular duties without loss of pay.
- (F) The number of days at each step is considered maximum. The time limits may be extended by written agreement of both parties.
- (G) All grievances shall be drafted with the assistance of an association officer or the OEA Representative.
- (H) A grievant shall have the right to association representation at all steps of the grievance procedure.
- (I) At any of the hearings either party may request that others be present to give information relative to the claim.
- (J) No reprisals or intimidation of any kind shall be taken against property (public or private) or any participant in the grievance process by reason of such participation. This applies equally to both parties of this agreement.

1.044 Informal Procedure

A sincere attempt shall be made to resolve any grievance by a discussion between the grievant and the principal before differences become formalized as a grievance.

1.045 Formal Procedure - Step I

- (A) If the grievance cannot be resolved on an informal basis, it may then be submitted, on the grievance form to the principal as a formal grievance.
- (B) Such grievance shall be submitted within thirty (30) days following the event or series of events which is the basis of said grievance.
- (C) A copy of such grievance shall be given to the Superintendent and Association.
- (D) The principal shall conduct a hearing within seven (7) days after the receipt of the grievance. The grievant shall be advised in writing on the grievance form of the time, place and date of such hearing.
- (E) The principal shall enter his/her response on the grievance form and provide a copy to the grievant within seven (7) days after the hearing.

1.046 Formal Procedure - Step II

- (A) If the response of the principal does not resolve the grievance to the satisfaction of the grievant, he/she may appeal, in writing, on the grievance form to the Superintendent or designee. Failure to file such an appeal within seven (7) days from receipt of the principal's response shall be deemed a waiver of the right to appeal.
- (B) A hearing shall be conducted by the Superintendent or designee within seven (7) days after the receipt of the appeal.
- (C) The Superintendent or designee shall enter his/her response on the grievance form and provide a copy to the grievant within seven (7) days after the hearing.

1.047 Formal Procedure - Step III

- (A) If the response of the Superintendent or designee does not resolve the grievance to the satisfaction of the grievant, the Association may within seven (7) days of receipt of such written response, appeal in writing on the grievance form to arbitration.
- (B) Failure to file for arbitration within seven (7) days after the Superintendent's written response shall be deemed a waiver of the right to appeal to arbitration.
- (C) The Association and the Board shall mutually agree to utilize the following three arbitrators:
  - (1) Edward Goggin
  - (2) Frank Keenan
  - (3) Robert Stein

Assignments shall be made on a rotating continuous basis among the three (3) above mentioned arbitrators. In the event an arbitrator is unable to remain on the list, the Board and the Association shall meet to mutually agree on a replacement.

- (D) Once the Association has appealed the grievance to arbitration, the Association is required to request the assistance of a federal mediator from the Federal Mediation and Conciliation Service. The Association and the Board are required to engage in good faith mediation efforts, with the assistance of the federal mediator, to resolve any issues in dispute prior to proceeding to the arbitration hearing on merits.
- (E) In the event the Board and the Association do not resolve the grievance through mediation, the parties agree that the arbitration process shall proceed in accordance with the American Arbitration Association rules, notwithstanding the arbitrator selection process or any other collective bargaining contract provision contained herein.
- (F) The arbitrator shall hold such meetings as he/she deems necessary to make a fair and impartial ruling on the grievance and shall issue the decision within forty five (45) calendar days of the hearing.
- (G) The arbitrator does not have the right to add to, subtract from, modify, or alter the terms of the contract.
- (H) The arbitrator has the authority to determine arbitrability and/or timeliness. The Board, in order to raise the issue of arbitrability prior to hearing, must raise the issue of arbitrability fifteen (15) workdays after receiving written notice from the Association of its intent to proceed to arbitration. The Board shall provide the Association and the arbitrator a written motion with supporting memorandum. The Association shall have fifteen (15) workdays in which to provide the Board and the arbitrator a written response.
- (I) The arbitrator, Board and Association shall have the power to subpoena witnesses and documents in accordance with Ohio law.
- (J) No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between representatives of Board and Association. At the disclosure conference the parties are required to provide one another all documents, exhibits, evidence, and names of witnesses, including the nature of their testimony intended to be introduced at hearing. Failure to disclose this information ten (10) workdays prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
- (K) The ruling of the arbitrator shall be made in writing and transmitted simultaneously to the parties. The arbitrator's decision shall be final and binding upon the parties.
- (L) The arbitrator's expenses and fees shall be paid by the non-prevailing party. However, the arbitrator shall have the authority to prorate such costs between the parties based upon his/her discretion.

1.05

ASSOCIATION RIGHTS

- 1.051 Space will be provided for the official files of the Association. Upon reasonable notice, the Association must move its files if space is needed for an educational purpose. Space will be provided in a different location.
- 1.052 The Association agrees to provide its own filing cabinet and/or supplies for such space or to make reimbursement for district supplies.
- 1.053 Meetings of the Association may be held in any school building before or after the school day. Arrangements for meetings will be facilitated through the principal of the affected building.
- 1.054 If prepared, the Association will be provided with the approved master calendar of school activities involving students and staff and monthly updates of that calendar.
- 1.055 If collective bargaining sessions or negotiations-related activities, such as impasse hearings between the Board and the Association, are scheduled during a school day, the Members of the association bargaining team and the Association President will be relieved of all regular duties without loss of pay, as necessary.
- 1.056 The Association will be provided with complete copies of minutes of official Board Meetings and the Treasurer's monthly financial reports, exempting only confidential Board matters, as soon as possible after such meetings. A copy of the official agenda of Board Meetings will be given to the Association at least two days prior to said meeting whenever possible.
- 1.057 The Association President will be notified of all Board Meetings in accordance to Ohio Revised Code 121.22(F).
- 1.058 Adequate bulletin Board space will be made available to the Association in the faculty lounge in each school building for the purpose of displaying association material.
- 1.059 The Association will have the right to place association material in all Members' mailboxes. A copy of the general written materials distributed to all Members will be given to the building principal.
- 1.0510 The Association will be provided with the names and addresses of all new Members and all retiring Members as soon as such information is available.
- 1.0511 A directory of names, addresses, and phone numbers of all staff will be provided to the Members of the Association within the first quarter of the school year.

1.0512 Association Leave Time

- (A) A Member of the Association, either elected to serve as a delegate or appointed by the President, shall be provided no more than two (2) days per school year to attend to association business, including but not limited to the OEA Representative Assembly, when such meetings conflict with regular working hours. The maximum number of days provided to the Association for this purpose shall be thirty (30). The Association shall pay all expenses incurred by the Member, including the cost of a substitute, if any.
- (B) The President of the Association and/or his/her designee, shall have up to eight (8) days per school year to attend to association business. Additional days shall be provided if the President's attendance at a district meeting is initiated by the Board.
- (C) If permitted by law, in May of each year the Association shall inform the Board of the supplemental level for the officers for the next school year. The Association shall then reimburse the Board, in advance for the supplemental salaries.

(D) President Release

Effective with the 2009-10 school year the Association President's schedule shall include half-time release to attend to association business. Arrangements to accommodate such scheduling shall be made between the Association President and the Principal in the building the President is assigned to teach. If the President and the Principal cannot mutually establish a workable schedule the Assistant Superintendent of Human Resources and the OEA consultant shall intervene to reach a resolution.

Semiannually the Association shall receive a statement from the treasurer's office and reimburse the Board the prorated cost for the release time based on the salary at MA Step 1 or the President's salary, whichever is less. Such reimbursement shall also include the prorated cost of STRS, Workers' Compensation and Medicare.

The Board shall continue to pay for insurance costs for the President as a full-time teacher as established in Article 4.10, 4.11, 4.12 and 4.13.

1.0513 Association Meeting Time

- (A) The Association shall be granted a minimum of thirty (30) minutes to address the new teachers at the Summer Academy.
- (B) The Association shall be granted thirty (30) minutes to address staff after the year-end district breakfast.

- 1.0514 The Association shall be permitted reasonable use of the district's email system and district technology information messaging systems for the purpose of communicating association business to its Membership. Use of these systems by the Association shall not in any manner interfere with the business of the district. The Board shall retain the exclusive management right to determine whether association communications on such systems are interfering with district business, and in the event of such a determination, to limit the time, place, manner and frequency of such communication.
- 1.0515 All Members shall be provided with access to a copy of the master contract through the district's intranet system.
- (A) Upon request, the Association shall provide a hard copy of the master contract to its Members according to procedures established by the Association.
- (B) The Board will provide copies of Board policy in each library in the school district. The Board will maintain current policy revisions for the above named copies.
- 1.0516 Members of the association have the option of paying association dues through payroll deduction as described elsewhere in this contract.

1.06 FAIR SHARE FEE

1.061 Payroll Deduction of Fair Share Fee

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

1.062 Notification of the Amount of Fair Share Fee

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

1.063 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 bargaining unit Members employed after December 31<sup>st</sup> until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit Members.
- (B) Upon termination of Membership during the Membership year - The Treasurer of the Board shall, upon notification from the Association that a Member has terminated Membership, commence the deduction of the fair share fee with respect to the former Member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

1.064 Transmittal of Deductions

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

1.065 Procedure for Rebate

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

1.066 Entitlement to Rebate

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

1.067 Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees 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 the employer by a non Member for which indemnification may be claimed;
- (B) The Association shall reserve the right to designate counsel to represent and defend the employer;

- (C) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- (D) The Board acts in good faith compliance with the fair share fee provision of this 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 intentionally or willfully misapplies such fair share fee provision herein.

**SECTION 2**  
**Working Conditions**

**ARTICLE**

- 2.01 TEACHER CONTRACTS
- 2.02 EVALUATION PROCEDURE
- 2.03 NONRENEWAL
- 2.04 REDUCTION IN FORCE
- 2.05 NOTIFICATION OF VACANCIES AND TRANSFERS
- 2.06 PERSONNEL FILE
- 2.07 TEACHER CONTRACT DAY
- 2.08 TEACHER CONTRACT YEAR
- 2.09 PLANNING PERIOD
- 2.10 CLASS LOAD
- 2.11 INTERNAL SUBSTITUTION
- 2.12 LESSON PLANS
- 2.13 TEACHING ASSIGNMENTS
- 2.14 SCHOOL CALENDAR RECOMMENDATIONS
- 2.15 COURSE OF STUDY DEVELOPMENT, CURRICULUM, TEXTBOOK  
SELECTION
- 2.16 FACULTY ADVISORY COMMITTEE
- 2.17 JOINT COMMITTEE
- 2.18 COMPLAINT PROCEDURE
- 2.19 ADMINISTRATIVE EVALUATION
- 2.20 COMPLETION OF STUDENT GRADE CARDS
- 2.21 SMOKE FREE ENVIRONMENT
- 2.22 PARENTAL VISITATION
- 2.23 SPECIAL EDUCATION COMMITTEE
- 2.24 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
- 2.25 PROFESSIONAL LEARNING
- 2.26 JOB-SHARING

## SECTION 2 - WORKING CONDITIONS

### 2.01

### TEACHER CONTRACTS

2.011 The contract status of Members shall be either limited or continuing.

(A) Limited Contracts

A Member newly hired by the Board will receive a one-year contract. If the contract is renewed, it shall be with a second one-year contract. If that contract is renewed, it shall be with a two-year contract unless the Member:

- (1) Requests a one-year contract, or
- (2) Is eligible for a continuing contract or
- (3) Based upon his/her evaluation and the recommendation of the Superintendent, is renewed with a one-year contract. Such contract can be awarded on a one time basis during the Member's employment with the Board.

All action for renewal is subject to the recommendation by the Superintendent and approval of the Board.

If the Member has been on an Section 3 leave for a period of time which completely precluded any evaluation of the Member ordinarily required prior to the time of decision to renew or nonrenew, the Board may in its sole discretion elect to nonrenew based on the last two (2) evaluations prior to the leave, or renew for one (1) year only, or renew for two (2) years.

(B) Extended Limited Contracts

A Member who is eligible for a continuing contract may be issued an extended limited contract for a one or two year duration. Said Member must be provided written reasons, directed at professional improvement (based on his/her evaluations) on or before the 30<sup>th</sup> day of April. This sub section shall replace and supersede the provisions of Ohio Revised Code 3319.11 with regard to employment under an extended limited contract.

(C) Continuing Contracts

A continuing contract is entered into by the Board with a Member who holds a professional or a permanent certificate or a professional license with applicable course requirement as prescribed by Ohio Revised Code 3319.08 and who, within the last five years, had taught for at least three (3) years in the school district; or, in the case of a Member having attained continuing contract status elsewhere in the state, who has completed two years of service in this district. A continuing contract remains in effect until the Member resigns, retires or until the contract is terminated as prescribed by law.

It shall be the Member's responsibility to see that the certificate/license is on file in the office of the Assistant Superintendent of Human Resources prior to the Board's consideration for a continuing contract. Additionally, it shall be the Member's responsibility to provide written notice to the Assistant Superintendent of Human Resources by January 15<sup>th</sup> of the school year when he/she is eligible for continuing contract status. Failure to provide written notification by January 15<sup>th</sup> may result in the issuance of a limited contract in accordance with 2.011 (A) above.

The provisions of this Article related to the notification requirements prior to the issuance of a continuing contract shall supersede and replace, where applicable, Ohio Revised Code 3319.08 and 3319.11.

2.012 Supplemental Contracts

The Board shall enter into a supplemental written contract with each Member who is to perform duties in addition to the Member's regular teaching assignment. Such supplemental contracts shall be limited contracts and shall set forth the Member's duties and shall specify the salary to be paid for this service. All supplemental contracts will automatically terminate at the conclusion of the school year. No Member will be required to accept a supplemental contract.

2.013 Reemployment

At one of the regular meetings of the Board in April, the Superintendent shall present to the Board, for its consideration, his/her recommendation for action on limited, extended limited and continuing contracts. A Member is presumed to have accepted employment for the succeeding school year unless he/she notifies the Board, in writing, to the contrary on or before July 10<sup>th</sup>. This Sub Section 2.013 shall replace and supersede all the provisions of Ohio Revised Code 3319.11 with regard to employment under an extended limited contract.

2.014 Members previously retired under STRS may be employed under a one-year limited contract only. Such contract shall automatically expire upon its completion without the necessity of a nonrenewal notification or a formal evaluation. This paragraph shall replace and supersede any conflicting provisions of the Ohio Revised Code, including but not limited to, R.C. 3319.11.

2.02

EVALUATION PROCEDURE

2.021 Goals

The primary goals of the evaluation process are:

- (A) To utilize an evaluation system that clearly defines exemplary practice based on a common model designed to maximize student achievement.
- (B) To incorporate a differentiated plan to meet the differing needs of experienced and beginning teachers.
- (C) To promote ongoing inquiry and reflection on practices designed to improve student and educator development.
- (D) To increase an awareness for the need and willingness among Members to participate in a continuous community of lifelong learners.
- (E) To establish a system of support and collaboration among teachers.
- (F) To assist Members in improving and/or strengthening performance and to enable the Board to make contract decisions.

2.022 Who Will Be Evaluated:

- (A) Every Member on a limited contract or a multi-year contract shall be evaluated during the year in which the contract expires.
- (B) Continuing Contracts:
  - (1) Members on continuing contract shall be evaluated every three (3) years.
  - (2) Members will be informed by the principal when his/her evaluation cycle will begin. This is intended to establish a staggered schedule of evaluation for Members with continuing contracts.
- (C) Any teacher on continuing contract or in the first year of a multiyear contract may be placed on the evaluation cycle at the discretion of the principal.
- (D) Teachers who are employed after the school year begins are not covered by this evaluation program and shall be nonrenewed without a formal evaluation at the end of the school year. The position shall then be posted in accordance to 2.05 Vacancies and Transfers.
- (E) The evaluation process does not apply to substitutes.

2.023 Evaluator

- (A) The evaluator shall be the building principal or assistant building principal. By September 30<sup>th</sup>, the Members shall be notified as to who shall be conducting the evaluation for the school year.
- (B) Members working in different buildings shall be evaluated by the principal of the building at which the Member being evaluated spends most of his/her working week. The evaluator may consult with other principals.
- (C) For Members serving in support positions such as a psychologist, speech pathologist, etc. a central office administrator may be asked, by either the Member or the principal, to be involved in the evaluation process.

2.024 Evaluation Information

By September 30<sup>th</sup> the building principal will hold a staff meeting and will discuss the evaluation process. The building principal will state his/her interpretation of the items on the evaluation form and review the evaluation procedures in effect. If the criterion is not presented in a written format, the presentation will be given in such a manner to allow note taking. The building principal will also review the job description with new staff. This is the time to get questions answered so that the staff is knowledgeable of the evaluation process. Additionally, the principal shall provide written information as to the requirements and notification responsibilities for a continuing contract.

2.025 PHASE I

- (A) Teachers new to Mason will participate in the Phase I evaluation during the first two years of their employment with the Board.
- (B) Teachers on Phase II may be placed on Phase I at any time based upon their request and/or the principal's recommendation. A principal with concerns about a teacher's professional performance may require the teacher to participate in Phase I for a minimum of one year. Whenever a teacher is moved from Phase II to Phase I, the principal will meet with the teacher and explain the reasons based on the performance standards.
- (C) The following chart illustrates the timelines and number of observations and evaluations required for a Phase I evaluation

<b>TEACHER ENTRY YEAR</b>	<b>BY LAST STUDENT DAY IN DECEMBER</b>	<b>JANUARY 1 – APRIL 10</b>
<b>YEAR 1</b>	<b>2 OBSERVATIONS = EVALUATION</b>	<b>2 OBSERVATIONS = EVALUATION</b>
<b>YEAR 2</b>	<b>2 OBSERVATIONS = EVALUATION</b>	<b>OPTIONAL 2 OBSERVATIONS = EVALUATION</b>
<b>EXPERIENCED NEW HIRES FIRST TWO YRS IN MASON</b>	<b>2 OBSERVATIONS = EVALUATION</b>	<b>OPTIONAL 2 OBSERVATIONS = EVALUATION</b>
<b>EXPERIENCED IN MASON*</b>	<b>2 OBSERVATIONS = EVALUATION</b>	<b>OPTIONAL 2 OBSERVATIONS = EVALUATION</b>

**\* In accordance with Section 2.026 C and D.**

- (D) All Members will receive a minimum of one evaluation each school year. This evaluation shall be based on a minimum of two (2) classroom observations of at least thirty (30) continuous minutes in length. At least one of the two observations must follow the clinical observation cycle (pre-conference/observation/post-conference). These observations and an evaluation conference must be completed by the last student day in December. When a second evaluation is conducted it will consist of a minimum of two observations (a minimum of one using the clinical observation cycle) and shall be completed between January 1<sup>st</sup> and April 10<sup>th</sup>.
- (E) The Classroom Observation/Post Conference Report shall be given to the Member after each observation, as well as the opportunity for the Member to request a conference or the evaluator to schedule a conference. Whenever a deficiency (unsatisfactory) is noted/documented, said conference shall be within ten (10) days after the observation and the Member shall be provided specific written recommendations for improvement;
- (F) After the final observation, the Evaluation Report shall also be provided to the Member at a conference which shall be provided to the Member no later than the last workday before winter break;
- (G) The first evaluation must be conducted and completed no later than the last student day in December.
- (H) The second set of observations must be conducted and completed between January 1<sup>st</sup> and April 10<sup>th</sup> in accordance to the procedures established herein;
- (I) The second Evaluation Report must be conducted and completed no later than April 10<sup>th</sup>.

## 2.026 PHASE II

- (A) Phase II provides options for professional growth to experienced Members who have successfully completed Phase I or who are deemed ready for advanced growth by their principal.
- (B) Any Member successfully completing Phase I will be eligible to participate in Phase II. Successful completion is defined as having the principal's recommendation and no marks below basic on the Evaluation Report. A Member must participate in Phase II the first time he/she is recommended for Phase II. However, once a Member has completed a Phase II evaluation and is again recommended for a Phase II, he/she may elect to be placed on Phase I provided he/she provides written reasons to the principal for declining subsequent Phase II evaluations.
- (C) Members eligible for a continuing contract will be evaluated according to either Phase I or Phase II during the year of eligibility.
- (D) Members shall develop an individual or collaborative professional growth plan prior to beginning the process. Such plan must be submitted and approved by the principal no later than September 30<sup>th</sup> of the year of the evaluation.
- (E) A minimum of one checkpoint conference between the Member and the principal shall be scheduled during the evaluation year. At least one checkpoint conference shall occur by January 10<sup>th</sup>. A checkpoint conference is in addition to the initial and the final conference.
- (F) Conference dates and times shall be mutually agreed upon by the Member and the principal but must be completed by April 10<sup>th</sup> for limited contract Members and June 1st for continuing contract Members.
- (G) The performance review document shall be completed and provided to the Member on or before the dates listed in (F) above.
- (H) Members on Phase II may be placed on Phase I at any time based on the Principal's recommendation. A Principal with concerns about a teacher's professional performance may require the teacher to participate in Phase I for a minimum of one year. Whenever a teacher is moved from Phase II to Phase I, the Principal will meet with the teacher and explain the reasons based on the performance standards.

2.027 General Provisions

- (A) All observations shall be at least thirty (30) continuous minutes.
- (B) No evaluation will be placed in the Member's files or otherwise acted upon without a prior evaluation conference with the Member.
- (C) Members eligible for a continuing contract will be evaluated according to either Phase I or Phase II during the year of eligibility.
- (D) The formal evaluation shall be dated and offered to the Member for his/her signature. Such signature shall not necessarily indicate agreement. All evaluative materials which are applicable to continued employment of a Member shall be placed in his/her personnel file by April 20<sup>th</sup> of the contract year.
- (E) Members shall be permitted to attach written comments to the formal evaluation which shall be included in the Member's file in the office of the Assistant Superintendent of Human Resources. Such statement must be filed by the end of the school year in which the evaluation was conducted.
- (F) Should deficiencies be recorded in the work performance of the Member, specific recommendations regarding any improvements needed and specific recommendations regarding the means by which the Member may obtain assistance in making such improvements shall be documented on the Evaluation Report.
- (G) An evaluation committee shall convene each school year that the contract is due to expire, or any time mutually agreed to by the parties. Said committee shall review the evaluation process and forms and make recommendations for changes to the Association and the Board. Ratification by both the Association Membership and the Board must be made prior to the implementation of any provision that is different than currently written in Article 2.02.

Membership in the committee shall be:

- One (1) Member from each building appointed by the Association President;
- One (1) elementary principal;
- One (1) secondary principal;
- The Assistant Superintendent of Human Resources;
- The Association President or Designee.

- (H) The evaluation procedures and requirements set forth in this Article entirely replace and supersede all evaluation procedures and requirements set forth in, or required pursuant to Ohio Revised Code 3319.11 and 3319.111.

## **J O B   D E S C R I P T I O N**

**TITLE:** Teacher

**QUALIFICATIONS:**

1. Valid Teaching Certificate
2. Bachelor's Degree in Education
3. Student Teaching
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

**REPORTS TO:** Building Principal

**SUPERVISES:** Students

**JOB GOAL:** Helps students learn subject matter and skills that will contribute to their development as mature, able, and responsible adults.

### **PERFORMANCE RESPONSIBILITIES:**

#### A. Instructional Program

1. CURRICULUM. Knows and is guided by the curriculum guides of the district and the school.
2. LESSON PLANS. Maintains a plan book of daily and unit instruction based on district curriculum guides, and emergency plans in the event of illness.
3. OBJECTIVES. Establishes and communicates to students well-defined objectives for each unit of work, including related projects and activities.
4. INSTRUCTION. Is responsible for an instructional program and the utilization of teaching methods which consider the individual needs, interests, abilities, and maturity levels of the student, including intervention strategies.
5. EVALUATION. Evaluates individual student progress on a regular basis and keeps records in accordance with district policy.
6. REINFORCEMENT. Provides positive reinforcement for individual effort.
7. CLASSROOM ENVIRONMENT. Provides an orderly, attractive, stimulating environment which promotes learning.

B. Professional Responsibilities

1. MEETINGS, TRAINING. Attends staff meetings and district in-service training programs. Participates in grade level/departmental and teacher/principal conferences as scheduled.
2. SCHOOL ACTIVITIES. Is responsible for discharging school-related duties during school hours.

C. Students

1. REPORTS. Provides written student progress reports to parents on a regular basis in accordance with Board Policy.
2. HEALTH AND WELFARE. Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical condition of students and refers these to the appropriate personnel (principal, counselor, or nurse).
3. EXCEPTIONAL CHILDREN. Works cooperatively with teachers of special students in order to implement strategies which address their learning styles.
4. CONDUCT. Is responsible for enforcing the Code of Conduct governing students in his/her direct charge, and for assuming authority, as warranted, over other students in such areas as school corridors, cafeteria, assemblies or other activities during the school day.
5. CONFERENCES. Conducts conferences with individual students and/or parents when deemed necessary or upon request.

D. Operations

1. POLICIES, REGULATIONS. Knows and observes the building and district policies and regulations.
2. PUPIL ATTENDANCE, TARDINESS. Records pupil attendance and tardiness according to building procedures.
3. INJURY, ILLNESS. Reports to the principal or nurse any injury or illness of a student or self which occurs within school jurisdiction.
4. ABSENCE. Advises administration prior to absence from school according to building procedure. During school day does not absent self from classroom leaving students without supervision.
5. BOOKS, SUPPLIES. Accounts for books, materials and equipment by keeping records of their quantity and condition.
6. SAFETY. Observes proper safety practices in keeping with building regulations.
7. PHYSICAL PLANT. Advises administration promptly whenever an unsafe building condition is observed in class or school.

8. EMERGENCY PROCEDURES. Observes and adheres to emergency procedures within the building.

9. PUNCTUALITY. Reports to work daily at times assigned by the administration and remains on duty through time prescribed by contract.

E. Finance

1. STUDENT MONEYS. Collects moneys as directed by the building administrator, keeping requisite records and submitting moneys and records to the school secretary.

F. Public Relations

1. Shares the responsibility of interpreting the educational program to the community in a professional manner.

2. Attends open house.

## Mason City Schools

### Phase I: Enhancing Classroom Instruction: Evaluation Report

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_ Grade Level/Subject \_\_\_\_\_

Evaluator's Name \_\_\_\_\_ School Year \_\_\_\_\_ Evaluation Conference Date \_\_\_\_\_

Instructions: Please rate the teacher's performance on any of the twenty-two criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory    B = Basic    P = Proficient    D = Distinguished    N/O = Not Observed

<b>Domain 1: Planning and Preparation</b>		<b>Rating</b>	<b>Domain 2: The Classroom Environment</b>		<b>Rating</b>
1a	Demonstrating Knowledge of Content and Pedagogy		2a	Creating an Environment of Respect and Rapport	
1b	Demonstrating Knowledge of Students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Procedures	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

<b>Domain 3: Instruction</b>		<b>Rating</b>	<b>Domain 4: Professional Responsibilities</b>		<b>Rating</b>
3a	Communicating Clearly and Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communication with Families	
3d	Providing Feedback to Students		4d	Contributing to the School & District	
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	
			4f	Showing Professionalism	

**Mason City Schools**  
**Phase I: Enhancing Classroom Instruction: Evaluation Report**

Evaluator's Name: \_\_\_\_\_ Teacher's Name: \_\_\_\_\_

Summary Statement of Evaluator

Evaluator's Recommendation(s)

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

(Signature indicates completion of the appraisal process, not necessarily agreement)

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Mason City Schools  
Classroom Observation/Post-Conference Report

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Observer: \_\_\_\_\_ Teacher: \_\_\_\_\_

Date: \_\_\_\_\_ Class: \_\_\_\_\_

I. SUMMARY

II. STRENGTHS

III. RECOMMENDATIONS

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature indicates completion of the observation process, not necessarily agreement)

**Mason City Schools**  
**Phase II: Performance Plan**

Teacher's Name: \_\_\_\_\_ School: \_\_\_\_\_ Grade/Subject:: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_ School Year: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Domain: Components	Performance Goal(s)	Strategies	Indicator(s) of Success
Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____			

Domain and Component to be selected from Mason's ECI framework

**Mason City Schools**  
**Phase II: Assessment Checkpoints**

Initial Conf. Date \_\_\_\_\_ Teacher(s) Initials \_\_\_\_\_ Evaluator(s) Initials \_\_\_\_\_  
Comments:

Checkpoint Conf. Date \_\_\_\_\_ Teacher(s) Initials \_\_\_\_\_ Evaluator(s) Initials \_\_\_\_\_  
Comments:

Additional Checkpoint  
Conf. (Optional) Date \_\_\_\_\_ Teacher(s) Initials \_\_\_\_\_ Evaluator(s) Initials \_\_\_\_\_  
Comments:

Final Conf. Date \_\_\_\_\_ Teacher(s) Initials \_\_\_\_\_ Evaluator(s) Initials \_\_\_\_\_  
Comments:

**Mason City Schools**  
**Phase II: Evaluation Report**

Evaluator's Statement	Teacher's Statement
<p>Checkpoint Date:</p> <p>_____</p> <p>_____</p> <p>_____</p>	

Evaluator's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date: \_\_\_\_\_

(Signature represents completion of the annual appraisal process, not necessarily consensus)

# **FRAMEWORK**

**Domain 1: Planning and Preparation**

	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>1a: Demonstrating Knowledge of Content and Pedagogy</b>	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy.	Teacher's content and pedagogical knowledge represents developing understanding but may not extend to connection with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>1b: Demonstrating Knowledge of Students</b>	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interest, and does not use such information in planning.	Teacher demonstrates knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
<b>1c: Selecting Instructional Goals</b>	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and most permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
<b>1d: Demonstrating Knowledge of Resources</b>	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited awareness of school or district resources available either for teaching or for students who need them.	Teacher is in the process of learning about school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations in the community, and is aware of resources available for students who need them, in the school, the district, and the larger community.
<b>1e: Designing Coherent Instruction</b>	The various elements of the instructional design do not support the stated instructional goals of engage students in meaningful learning, and the lesson or unit has no defined structure.	Some elements of the instructional design support the stated instructional goals and engage students in meaningful learning. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
<b>1f: Assessing Student Learning</b>	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals. Such criteria and standards are not always clear for students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards for students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are for students but also show evidence of student participation in their development. Students monitor their own progress in achieving the goals.

**Domain 2: The Classroom Environment**

	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>2a: Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are generally negative or inappropriate and characterized by sarcasm, put-downs or conflict	Classroom interactions, both between the teacher and most students and among students, are appropriate and free from conflict but may be characterized by occasional inconsistencies.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine worth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among Members of the class.
<b>2b: Establishing a Culture for Learning</b>	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student commitment to the work.	The classroom environment reflects a developing culture for learning, with modest expectations for student achievement, and adequate teacher commitment to the student and the subject.	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student commitment to work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
<b>2c: Managing Classroom Procedures</b>	Classroom routines and procedures are either nonexistent or inefficient, resulting in significant loss of instructional time.	Classroom routine and procedures have been established but function inconsistently, which may result in a loss of instructional time.	Classroom routines and procedures have been established and function smoothly.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
<b>2d: Managing Student Behavior</b>	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor students' behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual students needs.
<b>2e: Organizing Physical Space</b>	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the arrangement of equipment/materials and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the arrangement of equipment/materials only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of equipment/materials supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

<b>Domain 3: Instruction</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>3a: Communicating Clearly and Accurately</b>	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication is appropriate but may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
<b>3b: Using Questioning and Discussion Techniques</b>	Teacher makes inadequate use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques reflects an attempt at some high-level questions, true discussion, and evokes moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
<b>3c: Engaging Students in Learning</b>	Few students are intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations or content, or lack of lesson structure.	Students are engaged during parts of the lesson as a result of activities or materials of uneven quality, inconsistent representations of content, or uneven structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
<b>3d: Providing Feedback to Students</b>	Teacher's feedback to students is not evident, of poor quality, and/or is not given in a timely manner.	Teacher attempts to provide feedback to students that is accurate, constructive, and timely.	Teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
<b>3e: Demonstrating Flexibility and Responsiveness</b>	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs an adequate repertoire of instructional strategies.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. Teacher employs an expanded repertoire of instructional strategies.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. Teacher employs an extensive repertoire of instructional strategies and solicits additional resources.

**Domain 4: Professional Responsibilities**

	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>4a: Reflecting on Teaching</b>	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global observations as to how it might be improved.	Teacher reflects accurately on the lesson citing general characteristics, and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples; teacher draws on an extensive repertoire to suggest alternative strategies.
<b>4b: Maintaining Accurate Records</b>	Teacher has no system, or an inadequate system, for maintaining accurate instructional and/or non-instructional records, resulting in errors and confusion.	Teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient.	Teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient, and teacher can readily access said records.	Teacher system for maintaining accurate instructional and/or non-instructional records is efficient, the teacher can readily access said records, and utilizes these records to provide frequent student feedback.
<b>4c: Communicating with Families</b>	Teacher does not comply with school procedures for communicating with families, provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher complies with school procedures for communicating with families, responds to family-initiated contacts, and makes an effort to engage families in the instructional program.	Teacher complies with school procedures for communicating with families, initiates family contacts, and makes a significant effort to engage families in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program.
<b>4d: Contributing to the School and District</b>	Teacher's relationships with colleagues are negative or self-serving. Teacher avoids being involved in district events/projects, as defined in job description.	Teacher's relationships with colleagues are cordial. Teacher participates in school and district events/projects, as defined in job description.	Teacher maintains positive relationships with colleagues and takes the initiative to participate in school and district events/projects.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
<b>4e: Growing and Developing Professionally</b>	Teacher does not participate in professional learning activities, even when such activities are clearly needed for the development of teaching skills.	Teacher participates in required professional learning activities.	Teacher seeks opportunities for professional learning to enhance content knowledge and pedagogical skill, and shares this knowledge.	Teacher seeks opportunities for professional learning to enhance content knowledge and pedagogical skills and uses this knowledge to provide leadership and impact change.
<b>4f: Showing Professionalism</b>	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students. Teacher fails to consistently adhere to building and/or district expectations and guidelines.	Teacher's attempts to serve students based on the best information are genuine but may be inconsistent. Teacher adheres to building and/or district expectations and guidelines.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school. Teacher assumes additional personal responsibility for tasks that extend beyond building and/or district guidelines.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally undeserved, are honored in the school.



# SUMMATIVE EVALUATION REPORT

**SPEECH/LANGUAGE PATHOLOGIST, PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST  
REGISTERED, CERTIFIED OCCUPATIONAL THERAPY ASSISTANT, PHYSICAL THERAPIST  
ASSISTANT, OR SPEECH/LANGUAGE PATHOLOGIST ASSISTANT**

**NAME:** \_\_\_\_\_ **SCHOOL YEAR:** \_\_\_\_\_

**ASSIGNED AREA:** \_\_\_\_\_ **BUILDING(S):** \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

<b>A. CURRICULUM</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Develops appropriate curriculum based IEP, as well as lesson plans based on IEP. Instructs to the IEP.				
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Comments: \_\_\_\_\_

<b>2.</b> Uses a variety of instructional techniques and age appropriate materials.				
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Comments: \_\_\_\_\_

<b>3.</b> Implements positive behavior management techniques.				
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Comments: \_\_\_\_\_

<b>4.</b> Documents progress toward IEP goals and maintains appropriate records.				
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Comments: \_\_\_\_\_

<b>5.</b> Attends IEP meetings and contributes to the team discussion.				
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Comments: \_\_\_\_\_

<b>B. PROFESSIONAL DEVELOPMENT</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Attends district discipline specific meetings.				
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Comments: \_\_\_\_\_

<b>2.</b> Seeks opportunities for professional development in the area of his/her own professional discipline.				
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Comments: \_\_\_\_\_

<b>C. MODEL/MENTOR</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Follows standards of ethical conduct as defined by the Ohio Licensure Board.				
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Comments: \_\_\_\_\_

<b>2.</b> Maintains positive relationships with students and teachers.				
--	--	--	--	--

Comments: \_\_\_\_\_

<b>3.</b> Responds positively to suggestions from district administrators and supervisors.				
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Comments: \_\_\_\_\_

<b>4.</b> Follows state and federal regulations, as well as division and department guidelines.				
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Comments: \_\_\_\_\_

<b>5.</b> Instructs parents and teachers on use of techniques and equipment.				
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Comments: \_\_\_\_\_

<b>D. ASSESSMENT</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Selects, administers, and interprets appropriate formal and informal evaluations.				
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Comments: \_\_\_\_\_

2. Communicates all necessary written reports and information in a professional manner.

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Comments: \_\_\_\_\_

3. Follows all time lines for assessment and reporting as defined in policies and procedures.

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Comments: \_\_\_\_\_

4. Secures permission to test, reviewing rights and responsibilities with parents, and completing all draft reports in a timely manner.

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Comments: \_\_\_\_\_

General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT

## CURRICULUM LEADER

LEADER: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNED AREA: \_\_\_\_\_ BUILDING(S): \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

A. CURRICULUM	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Works to match Mason Curriculum to the state model.  Comments: _____				
<b>2.</b> Works with building coordinators to acquire appropriate materials.  Comments: _____				
<b>3.</b> Works in collaboration with applicable curriculum leaders to enhance teaching with technology in subject areas.  Comments: _____				
B. PROFESSIONAL DEVELOPMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Represents Mason City Schools at conferences.  Comments: _____				
<b>2.</b> Reads and shares professional resources.  Comments: _____				

<b>C. STAFF DEVELOPMENT/ COMMUNICATION</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
<b>1.</b> Provides continuous and ongoing staff development related to the subject area's curriculum, instruction, and assessment.				
Comments: _____				
<b>2.</b> Collaborates with educators regarding needs and characteristics of diverse learners.				
Comments: _____				
<b>3.</b> Works with teachers who are new to the district.				
Comments: _____				
<b>4.</b> Maintains positive and collaborative relationships with all educators.				
Comments: _____				
<b>5.</b> Provides necessary and meaningful data analysis to enhance instruction.				
Comments: _____				

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General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT DATA & TESTING COORDINATOR

**NAME:** \_\_\_\_\_ **SCHOOL YEAR:** \_\_\_\_\_

**ASSIGNED AREA:** \_\_\_\_\_ **BUILDING(S):** \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

<b>A. DATA ANALYSIS</b>	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Provides data displays and interpretations in a timely fashion and prepares analyses for distribution.  Comments: _____				
<b>2.</b> Works with assistant superintendent to plan and make presentations to appropriate audiences.  Comments: _____				
<b>3.</b> Serves as liaison to filter requests, define questions, and seek out data for administrators and curriculum leaders who need reports from the IT Department.  Comments: _____				
<b>4.</b> Assists curriculum leaders with Scantron data and Remark reports.  Comments: _____				
<b>5.</b> Analyzes district student achievement and perception data and assists central office, principals, and curriculum leaders in measuring and analyzing performance outcomes.  Comments: _____				

<b>B. ASSESSMENT</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Serves as contact for all regulations regarding state testing, and communicates testing to administrators.				
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Comments: \_\_\_\_\_

<b>2.</b> Compiles information from state and local testing (e.g. item analyses and value added data) into a manageable format for distribution to curriculum leaders and building administrators.				
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Comments: \_\_\_\_\_

<b>C. PROFESSIONAL DEVELOPMENT</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Represents Mason City Schools at regional meetings.				
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Comments: \_\_\_\_\_

<b>2.</b> Provides help with analysis software to administrators and curriculum leaders upon request.				
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Comments: \_\_\_\_\_

General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT

## ESL COORDINATOR

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNED AREA: \_\_\_\_\_ BUILDING(S): \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

A. IDENTIFICATION PROCESS	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
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<b>1.</b> Assesses and implements an identification process for students and makes recommendations for revisions based on research, data, and federal and state regulations.				
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Comments: \_\_\_\_\_

<b>2.</b> Organizes and oversees the state and local testing of English Language Learners.				
--	--	--	--	--

Comments: \_\_\_\_\_

<b>3.</b> Effectively communicates with parents about identification and service of students.				
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Comments: \_\_\_\_\_

B. SERVICES FOR ESL/CURRICULUM	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
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<b>1.</b> Develops and implements the district plan for delivery of services and makes recommendations based on data and research.				
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Comments: \_\_\_\_\_

<b>2.</b> Assists ESL staff in developing an appropriate curriculum for ESL students.				
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Comments: \_\_\_\_\_

<b>3.</b> Assists teachers with materials selection.				
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Comments: \_\_\_\_\_

4. Provides teachers with current information regarding teaching materials and strategies.

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Comments: \_\_\_\_\_

**C. STAFF DEVELOPMENT/IN-SERVICE/ COMMUNICATION**

**Not Observed      Does Not Meet      Needs Improvement      Meets Standard**

1. Provides staff development to educators and provides information to parents regarding educational needs and characteristics of English Language Learners.

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Comments: \_\_\_\_\_

2. Remains current in research on English Language Learners.

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Comments: \_\_\_\_\_

3. Prepares periodic reports to board and administration.

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Comments: \_\_\_\_\_

4. Files required reports.

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Comments: \_\_\_\_\_

General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT GIFTED COORDINATOR

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNED AREA: \_\_\_\_\_ BUILDING(S): \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

A. IDENTIFICATION PROCESS	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Implements and assesses the identification process and makes recommendations for revisions based on research and data.				

Comments: \_\_\_\_\_

<b>2.</b> Organizes/completes re-testing of students in accordance with state law.				
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Comments: \_\_\_\_\_

<b>3.</b> Effectively communicates with parents.				
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Comments: \_\_\_\_\_

B. SERVICES FOR GIFTED/CURRICULUM	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Develops and implements the district plan for delivery of services and makes recommendations based on data and research.				

Comments: \_\_\_\_\_

<b>2.</b> Assists gifted specialists in developing an appropriate and challenging curriculum.				
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Comments: \_\_\_\_\_

<b>3.</b> Assists teachers with materials selection.				
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Comments: \_\_\_\_\_

**4.** Provides teachers with current information regarding teaching materials and strategies.

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Comments: \_\_\_\_\_

**5.** Supports gifted students at the high school with guidance assistance and educational opportunities.

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Comments: \_\_\_\_\_

**C. STAFF DEVELOPMENT/ COMMUNICATION**

**Not Observed**

**Does Not Meet**

**Needs Improvement**

**Meets Standard**

**1.** Provides staff development opportunities to educators.

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Comments: \_\_\_\_\_

**2.** Provides information to parents regarding educational needs and characteristics of gifted children.

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Comments: \_\_\_\_\_

**3.** Remains current in gifted research.

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Comments: \_\_\_\_\_

**4.** Prepares periodic reports to board and administration.

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Comments: \_\_\_\_\_

**5.** Files required reports with the ODE.

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Comments: \_\_\_\_\_

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General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT

## GUIDANCE COUNSELOR FOR GRADES 9 – 12

**COUNSELOR:** \_\_\_\_\_ **SCHOOL YEAR:** \_\_\_\_\_

**ASSIGNED AREA:** \_\_\_\_\_ **BUILDING(S):** \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

<b>A. GUIDANCE CURRICULUM</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Interprets individual test results to parents and teachers.				
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Comments: \_\_\_\_\_

<b>2.</b> Guides students in their participation in school and community activities.				
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Comments: \_\_\_\_\_

<b>3.</b> Organizes and conducts activities which promote career education.				
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Comments: \_\_\_\_\_

<b>4.</b> Plans and develops appropriate classroom guidance activities.				
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Comments: \_\_\_\_\_

<b>B. INDIVIDUAL PLANNING</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Aids students in course and subject selection.				
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Comments: \_\_\_\_\_

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**2.** Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in developing education and occupation plans in terms of such evaluation.

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Comments: \_\_\_\_\_

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**3.** Serves on the interdisciplinary team as part of the special education placement process.

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Comments: \_\_\_\_\_

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**4.** Schedules students new to the school and orients them to school procedures and the school's varied opportunities for learning.

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Comments: \_\_\_\_\_

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**5.** Provides services to prevent/or resources to intervene with at-risk students.

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Comments: \_\_\_\_\_

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**6.** Helps students evaluate career interests and choices.

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Comments: \_\_\_\_\_

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**7.** Supervises the preparation and processing of college, scholarship, and employment applications.

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Comments: \_\_\_\_\_

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**8.** Gathers meaningful information regarding students and interprets appropriate information, with due regard for confidentiality, to the student, parent(s), teachers, and other professionally concerned personnel.

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Comments: \_\_\_\_\_

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**9.** Assists in identifying special needs of students, i.e., educational needs, health conditions, vocational/career needs, emotional needs.

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Comments: \_\_\_\_\_

<b>C. SYSTEM SUPPORT</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Takes an active role in interpreting the school's objectives to students, parents, and the community at large.				
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Comments: \_\_\_\_\_

<b>2.</b> Participates in professional growth and development through course work and/or seminars, professional reading, and membership in professional organizations.				
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Comments: \_\_\_\_\_

<b>3.</b> Assists in the orientation of new faculty members.				
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Comments: \_\_\_\_\_

<b>4.</b> Assists students and families to access appropriate community resources.				
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Comments: \_\_\_\_\_

<b>5.</b> Assists in program planning for the year – testing, parent meetings, career programs, group guidance, etc.				
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Comments: \_\_\_\_\_

<b>D. RESPONSIVE SERVICES</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
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<b>1.</b> Provides students with opportunities to meet with college representatives and admissions counselors both on and off campus.				
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Comments: \_\_\_\_\_

<b>2.</b> Remains available to students so as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.				
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Comments: \_\_\_\_\_

<b>3.</b> Provides follow-through on commitments to students, parents, and faculty.				
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Comments: \_\_\_\_\_

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**4.** Works with students on an individual basis to help them seek solutions to personal problems home and family relations, health and emotional adjustment.

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Comments: \_\_\_\_\_

**5.** Advises administrators and staff on matters relating to student well-being.

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Comments: \_\_\_\_\_

**6.** Provides group sessions for students needing assistance in handling divorce, chemical dependency, bereavement or other situations.

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Comments: \_\_\_\_\_

**7.** Makes recommendations to college/universities for admissions and scholarships.

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Comments: \_\_\_\_\_

**8.** Provides student information to colleges, military, and potential employers according to provisions of the Board's policy on student records.

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Comments: \_\_\_\_\_

**9.** Serves as consultant to members of the administration and the teaching staff.

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Comments: \_\_\_\_\_

**10.** Makes home visitations as needed.

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Comments: \_\_\_\_\_

**11.** Respects confidentiality.

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Comments: \_\_\_\_\_

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E. PROFESSIONAL RESPONSIBILITIES	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
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<b>1.</b> Knows and oversees the building and district policies and regulations.				
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Comments: \_\_\_\_\_

<b>2.</b> Reports to the principal or nurse any injury or illness to a student or self which occurs within school jurisdiction.				
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Comments: \_\_\_\_\_

<b>3.</b> Advises administration prior to absence from school, according to building procedures.				
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Comments: \_\_\_\_\_

<b>4.</b> Observes proper safety practices in keeping with building regulations.				
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Comments: \_\_\_\_\_

<b>5.</b> Attends staff meetings, district inservices, and open houses.				
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Comments: \_\_\_\_\_

General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT

## GUIDANCE COUNSELOR FOR GRADES PK-8

<b>Teacher's Name</b>		<b>School</b>		<b>Grade Level/Subject</b>	
<b>Evaluator's Name</b>		<b>School Year</b>	2008-2009	<b>Observation #</b>	

Instructions: Please rate the teacher's performance on any of the twenty-two criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale.

Evaluation information may be collected by: O = observation, D = data collection, R = reflection sheet, P = portfolio, A = artifact, or IC = individual conference

<b>U = Unsatisfactory</b>	<b>B = Basic</b>	<b>P = Proficient</b>	<b>D = Distinguished</b>	<b>N/O = Not Observed</b>
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DOMAIN 1: Program Development and Implementation		Rating	DOMAIN 2: Consultation and Collaboration		Rating
1a:	Demonstrates use of data to plan program		2a:	Interprets test results to teachers and parents when needed	
1b:	Implements comprehensive program		2b:	Assists with large group testing when needed	
1c:	Communicates comprehensive program to parents and community		2c:	Advocates and assists with identification of students with barriers to learning	
			2d:	Consults with administration and other staff	
			2e:	Assists with program planning	

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<b>DOMAIN 3: Responsive Services</b>		<b>Rating</b>	<b>DOMAIN 4: Counseling and Guidance</b>		<b>Rating</b>
3a:	Provides individual and small group services		4a:	Plans and implements appropriate activities for all students' growth and development	
3b:	Consults with parents		4b:	Promotes career awareness and development	
3c:	Coordinates community services and informs families of available services		4c:	Assists students with individual planning - personal, academic, and career	
3d:	Serves on IBA team when needed		4d:	Provides prevention services for all students	
3e:	Serves on building/district crisis team		4e:	Implements a referral process for teachers, students, administration, and other staff	
			4f:	Assists all students with transition	

<b>DOMAIN 5: Professional Responsibilities</b>		<b>Rating</b>
5a:	Growing and developing professionally	
5b:	Follows ethical standards for school counselors as established by ASCA	
5c:	Communicates with staff, students, and parents	
5d:	Contributes to the school and district	
5e:	Shows professionalism	

<b>Evaluator's Name</b>		<b>Teacher's Name</b>	
<b>Summary Statement of Evaluator</b>			

<b>Evaluator's Recommendation(s)</b>			
Evaluator's Signature		Date	
Teacher's Signature		Date	
(Signature indicates completion of the appraisal process, not necessarily consensus)			

<b>Domain 1: Program Development and Implementation</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>1a: Demonstrates use of data to plan program</b>	Does not appear to value, collect, or analyze school based data to develop the counseling program.	Understands data collection. Occasionally collects and uses school based data to develop the counseling program.	Collects and analyzes school based data to develop and implement the major part of the counseling program.	Collects, analyzes, and shares school based data to develop and implement the counseling program in this building and throughout the district.
<b>1b: Implements comprehensive program</b>	Activities appear to be reactive rather than proactive. Shows little knowledge of comprehensive counseling programs and/or little desire to implement one.	Is aware of state or national models for school counseling programs. Has accessed some parts of these programs but still lacking significant portions of a total program.	Manages a comprehensive program similar to state or national models that systematically provides information and skills to assist all students.	Manages a comprehensive program similar to state or national models that systematically provides information and skills to assist all students. Continuously evaluates program and shares results with staff.
<b>1c: Communicates comprehensive program to parents and community</b>	Never or rarely uses written or verbal skills to communicate services and resources available in a comprehensive program.	Demonstrates limited written and/or verbal communication of services and resources available in a comprehensive program.	Frequently uses methods of communicating services and resources available in a comprehensive program.	Demonstrates multiple methods of communication and uses written and verbal skills to communicate the services and resources in a comprehensive program.
<b>Domain 2: Consultation and Collaboration</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>2a: Interprets test results to teachers and parents when needed</b>	Demonstrates lack of knowledge with test interpretation and requires supervision when communicating test results to parents and teachers.	Demonstrates minimal knowledge and ability in accurately communicating test results to parents and teachers.	Demonstrates acceptable knowledge of test interpretation and ability to accurately communicate to parents and teachers. Seeks additional information when needed.	Demonstrates high proficiency with test interpretation, accurately communicates results to parents and teachers in a clear and concise manner, and seeks ways to improve future communication of test results.
<b>2b: Assists with large group testing when needed</b>	Demonstrates inability to organize and complete large group testing according to published practices and standards.	With minimal supervision, demonstrates ability to complete large group testing according to published practices and standards.	Independently coordinates and completes large group testing according to published practices and standards.	Independently coordinates and completes large group testing according to published practices and standards and seeks to improve efficiency of administration to maximize academic time.

<b>2c: Advocates and assists with identification of students with barriers to learning</b>	Rarely uses educational data, observation, or collaboration with staff to assist with barriers to student learning.	Understands educational data. Values and engages in observation and collaboration when directed by others.	Initiates collection of data, observation, and collaboration with staff to assist with barriers to student learning.	Advocates for students and leads initiatives to assist groups of students as well as individual students who experience barriers to learning.
<b>2d: Consults with administration and other staff</b>	Seldom consults with staff, administration, or parents.	Exhibits positive interaction with all staff. Acts as a consultant when directed or requested.	Exhibits positive interaction with staff and shares ideas and responsibilities when appropriate. Initiates consultation to assist students and/or improve building environment.	Exhibits positive interaction with staff and shares ideas and responsibilities when appropriate. Initiates consultation to assist students and/or improve building environment. Also, assumes a leadership role in the school and community to expand consultation role.
<b>2e: Assists with program planning</b>	Fails to assist administrators, committees, and/or other staff in school wide programming.	Assists with school wide program planning when requested.	Serves as consultant or part of a committee engaged in school wide programming.	Serves as a leader for an initiative or committee engaged in school wide programming.

<b>Domain 3: Responsive Services</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>3a: Provides individual and small group services</b>	Does not meet with individuals or conduct small groups to address student needs.	Uses limited strategies with individuals and small groups to address student needs.	Uses a variety of appropriate theories and techniques with individuals and small groups to address student needs.	Uses a variety of appropriate theories and techniques with individuals and small groups to address student needs. Actively involves teaching teams to support students beyond individual and small group services.
<b>3b: Consults with parents</b>	Lacks effective communication with parents in discussing a child's personal, social and/or emotional concerns.	Demonstrates effective strategies when communicating with parents about students' personal, social, and/or emotional development.	Demonstrates effective communication with parents concerned about a child's personal, social and/or emotional development and appropriately refers families to needed resources.	Demonstrates exemplary understanding when communicating with parents and finding needed resources for families. Exhibits extensive knowledge of community and district resources available.

<b>3c: Coordinates community services and informs families of available services</b>	Is unaware of school or district resources available either for parents or for students who need them.	Displays limited awareness of school or district resources available either for parents or students who need them.	Is knowledgeable of the school and district resources available for families and knows how to coordinate and connect families with services.	Seeks out resources from professional organizations in the community and resources within the school and district to coordinate and connect-families with services.
<b>3d: Serves on IBA team when needed</b>	Lacks knowledge of the IBA process and counselor role in that process.	Understands the IBA process and demonstrates some active involvement.	Understands the IBA process, actively participates when appropriate, and consults with appropriate teachers when needed.	Understands the IBA process, actively participates when appropriate, consults with parents and teachers when appropriate, and advocates for students through the process.
<b>3e: Serves on building/district crisis team</b>	Demonstrates limited knowledge of the crisis plan and assigned duties as part of the plan.	Is aware of the plan and executes assigned duties with some supervision.	Demonstrates a clear understanding of the crisis plan, executes assigned duties independently in a professional manner.	Demonstrates a clear understanding of the crisis plan, executes assigned duties independently in a professional manner, and contributes to the ongoing development of the building/district crisis plan.

<b>Domain 4: Counseling and Guidance</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>4a: Plans and implements appropriate activities for all students' growth and development</b>	Does not plan and conduct activities for the growth and development of all students.	Plans and conducts activities that focus on all students' personal, social, academic, and career development.	Plans and conducts age appropriate activities that focus on all students' personal, social, academic, and career development.	Plans and conducts a variety of age appropriate activities that focus on all students' personal, social, academic, and career development and evaluates the effectiveness of such activities.
<b>4b: Promotes career awareness and development</b>	Demonstrates little or no knowledge of age appropriate career activities and rarely connects students with the world of work.	Demonstrates some knowledge of age appropriate career activities and connects students with the world of work at times.	Demonstrates knowledge of age appropriate career activities and resources, and continuously connects students with the world of work.	Demonstrates knowledge of age appropriate career activities, resources, and elementary scope. Continuously connects students with the world of work and seeks additional opportunities and resources.
<b>4c: Assists students with individual planning-personal, academic, and career</b>	Demonstrates ineffective strategies in addressing most students' academic, career, and personal concerns and needs.	Demonstrates some effective strategies in addressing students' academic, career, and personal needs.	Consistently provides effective strategies to address students' academic, career, and personal needs. Involves teachers, parents, and other staff when appropriate.	Consistently provides effective strategies to address students' academic, career, and personal needs. Involves teachers, parents, and other staff when appropriate. Also, appropriately refers families and staff to other resources to benefit student development.
<b>4d: Provides prevention services for all students</b>	Fails to provide age appropriate prevention experiences for all students' personal development.	Provides some age appropriate prevention experiences for all students' personal development (age appropriate, topics, or missing some students).	Consistently and effectively provides age appropriate prevention experiences for all students' personal development.	Consistently and effectively provides age appropriate prevention experiences for all students' personal development. Additionally, involves other staff, seeks new resources, and continuously evaluates activities for effectiveness.
<b>4e: Implements a referral process for teachers, students, administration, and other staff</b>	Fails to implement an effective referral process for all stakeholders.	Communicates a limited referral process and is inconsistent in communicating and following through.	Consistently implements an effective referral process with all appropriate stakeholders and consistently follows through with the process.	Consistently implements an effective referral process with all appropriate stakeholders and consistently follows through with the process. Maintains records of referrals and follow-up activities.

<p><b>4f:</b> Assists all students with transition</p>	<p>Exhibits limited skill in assisting students with transition.</p>	<p>Understands the importance of transitions and supports parents, staff, and students adjusting to changes in grade levels and schools.</p>	<p>Assists all students, staff, and parents with educational transitions in the school system. Identifies and assists specific students and families adjusting to transition.</p>	<p>Assists all students, staff, and parents with educational and personal transitions. Works with others to promote successful transition as part of the school climate.</p>
<p><b>4g:</b> Demonstrates positive interpersonal relations with students</p>	<p>Lacks demonstration of effective communication skills and relationship building skills with students.</p>	<p>Demonstrates a pattern of building and maintaining interpersonal relations with students.</p>	<p>Demonstrates effective interpersonal relations with all students regarding communicating with a diverse population, establishing boundaries and respecting confidentiality.</p>	<p>Demonstrates excellent interpersonal relations with all students regarding communicating with a diverse population, establishing boundaries, and respecting confidentiality. Is sensitive to the need for different types of relationships with different students.</p>

<b>Domain 5: Professional Responsibilities</b>				
	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>5a: Growing and developing Professionally</b>	Does not participate in professional learning activities, even when such activities are clearly needed for the development of counseling skills.	Participates in required professional learning activities.	Seeks opportunities for professional learning to enhance skills, and shares this knowledge.	Seeks opportunities for professional learning to enhance skills and uses this knowledge to provide leadership and impact change.
<b>5b: Follows ethical standards for school counselors as established by ASCA</b>	Has no system, or an inadequate system, for maintaining accurate records, which results in errors and confusion.	System for maintaining accurate records is generally efficient.	System for maintaining accurate records is generally efficient, and the counselor can readily access said records.	System for maintaining accurate records is efficient, the counselor can readily access said records, and utilizes these records to provide frequent student feedback.
<b>5c: Communicates with staff, students and parents</b>	Does not comply with school procedures for communicating with students, staff and families, provides little or no information to them, and makes no attempt to engage in their educational program.	Complies with school procedures for communicating with students, families, and staff, responding to others who initiate contact, and makes an effort to engage them in the educational program.	Complies with school procedures for communicating with students, families, and staff. Initiates family contacts and makes a significant effort to engage families in the educational program.	Communicates frequently and sensitively with students, families, and staff and successfully engages them in the educational program.
<b>5d: Contributes to the School and District</b>	Relationships with colleagues are negative or self-serving. Avoids being involved in district events/projects, as defined in job description.	Relationships with colleagues are cordial. Participates in school and district events/projects, as defined in job description.	Maintains positive relationships with colleagues and takes the initiative to participate in school and district events/projects.	Makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
<b>5e: Shows Professionalism</b>	Contributes to practices that are self-serving or harmful to students. Fails to consistently adhere to building and/or district expectations and guidelines.	Attempts to serve students based on the best information are genuine, but may be inconsistent. Adheres to building and/or district expectations and guidelines.	Makes genuine and successful efforts to ensure that all students are well served by the school. Assumes additional personal responsibility for tasks that extend beyond building and/or district guidelines.	Assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally undeserved, are honored in the school.



# SUMMATIVE EVALUATION REPORT

## MEDIA SPECIALIST

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

ASSIGNED AREA: \_\_\_\_\_ BUILDING(S): \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

A. ADMINISTRATIVE PERFORMANCE	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Develops and directs functional media center rules and procedures. Comments: _____				
<b>2.</b> Trains and supervises both regular employees and volunteers (parents and/or students) who work in the media center. Comments: _____				
<b>3.</b> Creates an orderly, attractive atmosphere that promotes the use of the media center program, collection and services. Comments: _____				
<b>4.</b> Administrates the media resources and program to support a variety of learning activities. Comments: _____				
<b>5.</b> Administers the yearly media center budget. Comments: _____				

B. PROFESSIONAL DEVELOPMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
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**1.** Complies with policies and procedures within the school district.

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Comments: \_\_\_\_\_

**2.** Is prompt, punctual and meets deadlines.

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Comments: \_\_\_\_\_

**3.** Shows evidence of professional growth through in-service, workshops and/or attendance in appropriate local and state organizations.

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Comments: \_\_\_\_\_

**4.** Demonstrates positive and effective interpersonal relations with students, teachers, administrators, other media personnel and the community.

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Comments: \_\_\_\_\_

**5.** Demonstrates knowledge of up-to-date print and electronic information tools and current media technology.

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Comments: \_\_\_\_\_

**6.** Provides and protects the right to access information for all students and faculty.

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Comments: \_\_\_\_\_

**7.** Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical conditions of students and refers these to appropriate personnel.

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Comments: \_\_\_\_\_

**8.** Observes and adheres to emergency procedures within the building.

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Comments: \_\_\_\_\_

**9.** Advises administration promptly whenever an unsafe building condition is observed in the media center or school.

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Comments: \_\_\_\_\_

**C. INSTRUCTIONAL MATTERS**

**Not Observed      Does Not Meet      Needs Improvement      Meets Standard**

**1.** Conducts orientation and provides instruction in use of the media center for students and teachers.

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Comments: \_\_\_\_\_

**2.** Guides students in research.

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Comments: \_\_\_\_\_

**3.** Provides instruction in the use of media resources and equipment.

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Comments: \_\_\_\_\_

**4.** Maintains a working knowledge of the school curriculum and selects materials that are an important part of that curriculum.

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Comments: \_\_\_\_\_

**5.** Works cooperatively with teachers to identify appropriate materials for teaching objectives.

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Comments: \_\_\_\_\_

**6.** Works to establish rapport with students.

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Comments: \_\_\_\_\_

**7.** Establishes and maintains control which creates an atmosphere conducive to learning/study/reading/research.

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Comments: \_\_\_\_\_

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<b>D. TECHNICAL PERFORMANCE</b>	<b>Not Observed</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets Standard</b>
<b>1.</b> Supervises or executes the tasks of processing, organizing and circulating materials.				

Comments: \_\_\_\_\_

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<b>2.</b> Maintains collection through systematic evaluation, inventory and weeding. One collection per year will be inventoried in each library.				
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Comments: \_\_\_\_\_

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<b>3.</b> Informs staff and students of available resources in an effective and timely manner.				
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Comments: \_\_\_\_\_

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General Comments: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_



# SUMMATIVE EVALUATION REPORT

## SCHOOL PSYCHOLOGIST

**PSYCHOLOGIST:** \_\_\_\_\_ **SCHOOL YEAR:** \_\_\_\_\_

**ASSIGNED AREA:** \_\_\_\_\_ **BUILDING(S):** \_\_\_\_\_

**Does Not Meet:** Performance fails to meet the stated criteria  
**Needs Improvement:** Demonstrates an inconsistency in meeting the stated criteria  
**Meets Standard:** Effectively meets the stated criteria  
**Comments:** Needs Improvement or Does Not Meet (Standard)

<b>A. CURRICULUM</b>	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Knowledge of district curriculum and curriculum based assessment tools.				

Comments: \_\_\_\_\_

<b>2.</b> Provides guidance and intervention strategies to staff regarding modifying curriculum for students.				
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Comments: \_\_\_\_\_

<b>3.</b> Able to assess a student in relationship to district curriculum.				
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Comments: \_\_\_\_\_

<b>B. PROFESSIONAL DEVELOPMENT</b>	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Attends district and regional meetings focused on school psychology issues.				

Comments: \_\_\_\_\_

<b>2.</b> Seeks opportunities for professional development in the area of school psychology.				
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Comments: \_\_\_\_\_

<b>3.</b> Participation in the Collaborative Problem-Solving Process.				
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Comments: \_\_\_\_\_

C. MODEL/MENTOR	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Follows standards of ethical conduct as defined by the Ohio School Psychology Association and National Association of School Psychologists. Comments: _____				
<b>2.</b> Maintains positive and collaborative relationships with students, parents and teachers. Comments: _____				
<b>3.</b> Responds positively to suggestions from district administrators. Comments: _____				
<b>4.</b> Follows state and federal special education regulations as well as division and department guidelines. Comments: _____				
D. ASSESSMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
<b>1.</b> Selects, administers and interprets appropriate formal and informal evaluations. Comments: _____				
<b>2.</b> Communicates all necessary written reports and information in a professional manner. Comments: _____				
<b>3.</b> Follows all timelines for assessment and reporting as defined in policies and procedures. Comments: _____				
<b>4.</b> Secures permission to test, reviewing rights and responsibilities with parents, and completing all draft reports in a timely manner. Comments: _____				

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General Comments: \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:**

\_\_\_\_\_ Recommended for \_\_\_\_\_ Contract

\_\_\_\_\_ Recommended for Continuing Contract

\_\_\_\_\_ Recommended for Termination

\_\_\_\_\_ Recommended for Non-Renewal

\_\_\_\_\_ On Continuing Contract

**SIGNATURES:**

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

## 2.03

## NONRENEWAL

### 2.031 First and Second Year of Employment

A Member holding a limited contract during his/her first or second year of employment with the Board shall be notified, in writing, by the principal of any intent to recommend nonrenewal to the Superintendent. This recommendation shall be noted on the Summative Evaluation and discussed at the Summative Evaluation Conference. The Member may be accompanied by a representative of the association.

The Member will be notified in writing of the intent of the Superintendent to recommend nonrenewal as soon as possible after evaluations and recommendations have been received from the principal. If a request is received, the Member will be granted a conference with the Superintendent or his/her designated representative. The Member may be accompanied by a representative of the association.

No aspect of the substantive reasons for nonrenewal may be grieved or otherwise challenged in any legal forum. However, procedural errors which significantly diminish the Member's rights may be grieved.

### 2.032 Third and Subsequent Years of Employment

A Member holding a limited contract during his/her third and subsequent years of employment with the Board shall be notified, in writing, by the principal of any intent to recommend nonrenewal to the Superintendent. This recommendation shall be noted on the summative evaluation and discussed at the summative evaluation conference. Such notice shall include an explanation of the circumstances/reasons for the recommendation and shall be based on evaluations and/or other just cause. Prior to making a recommendation for nonrenewal the Principal shall afford the Member an opportunity for a conference to discuss the recommendation. The Member may be accompanied by a representative of the association.

The Member will be notified in writing of the intent of the Superintendent to recommend nonrenewal as soon as possible after evaluations and recommendations have been received from the principal. If a request is received, the Member will be granted a conference with the Superintendent or his/her designated representative. The Member may be accompanied by a representative of the association.

The Member may request and shall be granted the opportunity to meet with the Board in executive session prior to taking action upon the Superintendent's recommendation. The Member is entitled to representation at this meeting.

The Member may challenge the substantive reasons and/or procedural processes for the nonrenewal through the grievance procedure.

### 2.033 If nonrenewal is recommended by the Superintendent, he/she shall inform the Board of the recommendation of the building principal and shall present to said Board all the Members' evaluations.

2.034 A Member shall be notified in writing by the Board on or before April 30<sup>th</sup> if it has taken official action to nonrenew his/her limited contract.

2.035 The nonrenewal procedures established in this Article entirely replaces and supersedes the requirements set forth in Ohio Revised Code 3319.11 and 3319.111.

2.04 REDUCTION IN FORCE/ELIMINATION OF POSITIONS

Reduction in the number of teaching staff Members shall be accomplished in accordance with this policy.

2.041 Methods of Reducing Members

(A) Attrition

Members who retire or resign may make further reductions unnecessary.

(B) Suspension of Contract

If the need to reduce Members cannot be met by attrition, limited contracts shall be suspended in accordance with seniority within the teaching certification/license area affected. If it is necessary to further reduce after limited contracts have been suspended, then continuing contracts shall be suspended within the teaching certification/license area affected in accordance with the policy outlined below.

(C) During the implementation of a reduction in force no reassignment or transfer shall occur that will cause a more senior Member to be laid off before a less senior Member.

2.042 Procedure for Contract Suspension

(A) Contract suspension may only be used because of a surplus of Members due to:

- (1) Decreased enrollment;
- (2) Return to duty of regular Member(s) after leave(s) of absence;
- (3) The discontinuance or reduction of a program or teaching area;
- (4) Suspension of schools;
- (5) Territorial changes affecting the district;
- (6) Financial reasons.

- (B) In order to determine the Member whose contract is to be suspended a seniority list shall be developed listing each Member by date of hire within a specific certification/license area. Limited contract Members shall be listed behind all Members on continuing contract. The Member holding a limited contract with the least amount of seniority in the affected certification/license area shall have his/her contract suspended first. Suspension of limited contracts shall continue by seniority before suspensions are made for Members on continuing contract.

An affected Member holding a certificate/license in another area may elect to displace a less senior Member in the other area of certification/license. However, a limited contract Member may not elect to displace a Member with a continuing contract.

#### 2.043 Notification of Intent to Reduce Members

When staff reduction is necessary, the Superintendent shall give written notice to the Association and affected Members of the intent to recommend action to reduce Members. Such notice shall occur by May 30<sup>th</sup> for a reduction in force to be effective the following school year. Such notification to the Association shall include:

- (A) The reasons for the RIF;
- (B) A list of positions to be eliminated;
- (C) A list of Members affected.

#### 2.044 Recall Procedure

- (A) Members whose continuing contracts have been suspended shall be placed on a list and have the right of restoration to continuing contract status in the order of seniority prior to limited contract Members, if and when teaching positions become vacant or are created for which any of such Members are certified.
- (B) Members whose limited contracts have been suspended shall be placed on a recall list for 24 months following the effective date of the RIF. Members shall have the right of restoration to limited contract status while on the recall list in the order of seniority if and when teaching positions become vacant or are created for which any of such Members are certified.

If a vacancy occurs in such a Member's area of certification/licensure, he/she shall be offered the vacancy before outside applicants are considered. If a Member refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.

- (C) The Board shall send a written notice of vacancy to a Member on the recall list at the last address left by the Member. Unclaimed, refused or undeliverable notices, as well as failure to respond within fourteen (14) calendar days of the posting of the notice, constitute a refusal of the vacancy and the Member shall be removed from the recall list.
- (D) No transfer or reassignment shall be made during a period of reduction in force that prevents the recall of a Member on layoff status.

2.045 Reinstatement Status

A Member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with full salary/seniority benefits, in accordance to this contract and Board policy, that he/she enjoyed at the time of layoff.

2.05 NOTIFICATION OF VACANCIES AND TRANSFERS

2.051 Vacancy

An open position, certified or supplemental, which results from a transfer, resignation, retirement, death, nonrenewal, termination, or the creation of a new position, which the Board determines to fill. Prior to filling a vacancy, the appropriate department shall provide input to the Administration/Board as to its needs.

2.052 Notification

Members shall be notified of all vacancies, certified or supplemental, by all of the following methods:

- (A) By email on their building and district electronic bulletin Boards.
- (B) Members wishing to receive mail notice of vacancies may furnish to the Assistant Superintendent of Human Resources a supply of self-addressed, stamped envelopes. The Assistant Superintendent of Human Resources shall send all notices to each such Member until the supply of envelopes is exhausted.
- (C) All vacancies shall be posted internally within the district prior to or simultaneously with an external posting/announcement.

2.053 The position shall remain unfilled for at least seven (7) days following the commencement of notification procedures. All notification procedures shall commence on the same day.

- (A) Said notice of vacancy shall set forth the qualifications for the position, deadline for applications and procedures for obtaining the position.
- (B) Members who desire to apply shall file their applications with the Assistant Superintendent of Human Resources within the time limit specified in the notice.

2.054 Voluntary Transfer

When a Member requests a change in a grade level, department, course or building assignment.

- (A) Requests for transfers shall be made in writing to the Assistant Superintendent of Human Resources within seven (7) calendar days of the posting of said vacancy. The request shall state the reason for the requested transfer, the position sought, and any other support information that would help in making a decision.
- (B) In addition, a Member may submit an application for transfer prior to an actual vacancy. This application will be kept on file in the Central Office. When said vacancy arises, that Member's application shall become active and shall be considered when the vacancy is filled.
- (C) A Member who has requested a voluntary transfer shall be guaranteed an interview and given consideration for the position prior to any outside applicant. Candidates will be chosen on the basis of meritorious performance, seniority in the district, potential for effective leadership, and experience.
- (D) If the transfer is denied, the Member may meet with the Superintendent or designee to discuss the reasons for said denial.

2.055 Involuntary Transfers

When the administration initiates a change in grade level, department, or building assignment.

Prior to an involuntary transfer, the Member may meet with the principal and/or the Superintendent to discuss the reasons for the transfer.

Under normal circumstances an involuntary transfer shall occur by May 30<sup>th</sup>. Transfers after May 30<sup>th</sup> shall occur only as a result of enrollment changes, building openings, or district realignments or other extenuating circumstances.

No Member, will be involuntarily transferred solely for the purpose of not meeting the highly qualified requirement.

- 2.056 The Board shall move the materials of any Member involved in a voluntary or involuntary transfer from his/her previous classroom/office/building to his/her newly assigned classroom/office/building. The Member shall be responsible for boxing and labeling his/her material.

2.06

PERSONNEL FILE

- 2.061 The personnel file of each Member shall be maintained in the office of the Assistant Superintendent of Human Resources. This shall be considered the only official file of recorded information on the Member.
- 2.062 Upon advance request, a Member shall have the right to view his/her personnel file in the office of the Assistant Superintendent of Human Resources within a reasonable time from the date of request. All contents of the file shall be available for viewing. The Board reserves the right to charge for copies of files, should requests become excessive. The Superintendent, his/her designee, the Assistant Superintendent of Human Resources or the Principal must be present during the viewing of the personnel file. The Member shall have the right to be accompanied by an Association representative.
- 2.063 A Member shall be given a copy of any material placed in his/her file unless the material was generated by the Member. After three (3) years, upon written request of the affected Member, the Board will remove detrimental items from the personnel file. Such written request shall be attached to the removed items.
- 2.064 A Member shall have the right to attach a written reply to any material placed in his/her files.
- 2.065 Anonymous letters or complaints shall not be placed in a Member's personnel file, used as a basis for disciplinary action or referenced in the personnel file, unless substantiated by other evidence.
- 2.066 A Member may submit letters of merit which shall be placed in his/her files.
- 2.067 When a public records request is made for a Member's file, the Member shall be notified of the public request to review the employee's file within two business days after the request is made.

2.07

TEACHER CONTRACT DAY

- 2.071 A full-time Member shall be required to work a seven and one-half (7 ½) hour day regardless of his/her assignment.
- 2.072 Every Member shall be granted thirty (30) minutes for lunch each workday, during which time he/she shall not be required to perform any school activity.
- 2.073 Time during the workday when Members are not responsible for students shall be used for meetings, curriculum work, or in-service training, provided such activities do not interrupt Member's planning time. At the primary, elementary and intermediate buildings at least one day a week (when there is a scheduled five day work week) no meetings and activities described above shall be scheduled during the full-time period before student arrival. During such time Members shall independently and individually schedule and attend to responsibilities such as meetings with mentors, team planning, meetings with resource educators or consulting with colleagues.
- 2.074 Whenever possible, staff meetings will be held during the scheduled workday. Notification of said meetings shall be given at least forty-eight (48) hours in advance, unless the meeting is of an emergency nature.
- 2.075 The building administration shall develop the duty assignment schedule for the school year. If the plan includes supervision by Members a rotation shall be included which balances the special area assignments with the number of preps and classes taught by a classroom teacher in the day. At the start of the school year, the FAC will review the plan and offer suggestions/input as needed.
- 2.076 In Grades 1 – 4

At least one period each of art, music and physical education shall be scheduled in forty (40) minute blocks during the week. This shall be met by the assignment of Members certified exclusively in the respective area(s).

Kindergarten

At least one period each of art, music and physical education shall be provided during the week for each kindergarten classroom. Each specialty shall be scheduled in a minimum of twenty-five (25) minute time periods. This requirement shall be met by the assignment of Members certified exclusively in the respective area.

TEACHER CONTRACT YEAR

- (A) The number of days in a Member's annual contract shall be one hundred eighty-five (185) days; one hundred-eighty (180) days will be with students. The remaining five (5) days shall be scheduled as follows:
- (1) One teacher workday at the beginning of the school year before students' first day of school. During this day, no more than three (3) hours shall be used for administration meetings.
  - (2) One parent-teacher conference exchange day, the day before Thanksgiving.
  - (3) One five and one-half (5½) hour teacher workday at the end of the first trimester.
  - (4) One five and one-half (5½) hour teacher workday at the end of the second trimester.
  - (5) One four (4) hour teacher workday at the end of the third trimester. The day after students' last day of school.
- (B) Members shall complete seven and one-half (7 ½) hours of professional learning during the contract year in accordance with Article 2.25.
- (C) A workday as defined in this Article is a day when Members initiate and complete work in their individual classrooms or process and complete necessary grade cards and reports.
- (D) In each building, if a student/parent visitation is scheduled prior to the start of the school year or on a non-workday, it will be called an orientation. Attendance at the orientation is mandatory only for Members required to work on that day; for all other Members attendance shall be optional.
- (E) Open houses shall be scheduled beginning with the first workday and attendance will be required for all Association Members. Open houses may be scheduled on a building-wide or grade level-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in 2.071.
- (F) Parent-teacher conferences may be scheduled on a building-wide or grade level-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in 2.071.

2.09

PLANNING PERIOD

2.091 The schedule for each full-time equivalent Member who is assigned to a school with a teacher day of six hours or longer, exclusive of the lunch period, shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

Within that two-hundred (200) minutes each Member shall have at least one continuous planning period during the student day of the following duration:

- (A) Preschool: During workday on Fridays;
- (B) Kindergarten: Minimum of twenty-five (25) minutes each day;
- (C) Grades 1 - 6: Forty (40) minutes each day;
- (D) Middle school and high school: One full period each day.

The minimum planning time in a block scheduling environment shall be the length of the basic period of which the block schedule is a multiple.

Preschool: Adherence to the two-hundred (200) minutes of planning time shall be met by providing a continuous block of time during the workday on Fridays.

2.092 The Board and the Association understand that periodically it may be necessary to alter the daily schedule. When this occurs, the schedule shall be adjusted so that loss of class time is equitably distributed, protecting academic consistency.

2.093 Members who are employed for nineteen (19) hours or less per week shall be provided and paid for a twenty (20) minute planning period per day. Members who are employed for more than nineteen (19) hours per week, but less than full-time (as defined in Section 2, Article 2.07), shall be provided and paid for a thirty (30) minute planning period per day.

2.10

CLASS LOAD

2.101 The Board and the Association agree that small class size is in the best educational interest of children. Every effort will be made, within the district's financial limitations, to keep teacher-student ratio as low as possible.

2.102 When developing class schedules and/or the student composition of a class, the Board will make every effort to address differentiating levels of students' abilities/needs and attempt to balance students with specialized instructional needs between available teacher/courses.

2.103 In order to ensure an optimal student learning environment in grades 7 – 12, enrollment in specialized lab classes, where student work relies largely on the use of computers or other specialized equipment, enrollment shall not exceed the availability of such equipment, computers or other applicable work stations, these classes are limited to the following:

- (A) Science Labs;
- (B) Computer based classes which require one-to-one student/computer usage;
- (C) Art labs which have a specified number of lab stations.

However, should extenuating circumstances warrant consideration of an exception to this Article, and after the Member and the principal discuss options, the Superintendent or his/her designee has the discretionary authority to resolve the matter which may require enrollment in a class to exceed the established limits. The Superintendent's decision, however, shall not be arbitrary, capricious or unreasonable.

2.104 External Review

The enrollment of children at all grade levels continues to create a diverse student body with different learning styles, abilities, backgrounds and cultures. The district's intent is to create a class composition that reflects a balanced learning environment which allows the teacher to provide optimal opportunities for each child.

With this in mind an External Review Committee shall be established at the K – 6 level and at the 7 – 12 level. Each External Review Committee shall be composed of three (3) individuals appointed by the Superintendent and three (3) Members appointed by the Association President.

The purpose of the External Review Committee shall be to review a petition by a teacher who believes his/her class composition does not reflect a balanced learning environment for students. The External Review Committee shall have the authority to make recommendations to the Superintendent which may include, but not limited to, an alteration in student assignment based upon the number of students with IEP's, ESL or other special needs, a reduction in class size, an increased level of support from alternative resources, etc.

Additionally, the External Review Committee shall serve as an ongoing, proactive committee to review and provide suggestions to address the educational needs of a growing diverse student population.

The procedure and request for a review by the External Review Committee can be found on the pages that follow.

MASON CITY SCHOOLS  
Request for an External Review of a Class Composition

Teacher Name	Building	
Class/Course in Question		
Submission Dates:		
To Administration	Back to Teacher	Admin. to Review Comm.

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**Article 2.104**

*The enrollment of children at all grade levels continues to create a diverse student body with different learning styles, abilities, backgrounds and cultures. The district's intent is to create a class composition that reflects a balanced learning environment which allows the teacher to provide optimal opportunities for each child.*

*The purpose of the External Review Committee shall be to review a petition by a teacher who believes his/her class composition does not reflect a balanced learning environment for students. The External Review Committee shall have the authority to make recommendations to the Superintendent which may include, but not limited to, an alteration in student assignment based upon the number of students with IEP's, ESL or other special needs, a reduction in class size, an increased level of support from alternative resources, etc.*

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**STEPS FOR REQUESTING AN EXTERNAL REVIEW OF A CLASS COMPOSITION**

**Step I** Teacher initiates a request to review his/her class/assignment with the building administrator, copying the Assistant Superintendent of Human Resources.

**Step II** Upon receipt the Assistant Superintendent of Human Resources schedules an External Review Committee meeting to be held within seven (7) calendar days.

**Step III** The teacher and building administrator attempt to reach a resolution utilizing the teacher request form and administrator's response form.

**Step IV** If resolution between the teacher and building administrator is not reached within seven (7) calendar days, the External Review Committee shall hold the previously scheduled meeting.

The External Review Committee will, review on the teacher's request and building administrator response and provide a written response indicating what recommendation, if any, will be forwarded to the Superintendent at the conclusion of the meeting. The Superintendent will convey his/her decision to the teacher, building administrator, and External Review Committee in a timely manner.

**TO BE COMPLETED BY THE TEACHER**

Informal discussion dates:

Describe in detail the problem.

*(Please be specific. Describe class composition including any limited English proficient, academic/behavioral IEP, active level 2 and 3, and 504 students, whichever may be the problem.)*

Describe the steps taken thus far to resolve the problem.

What solution(s) are you proposing?

Teacher Signature: \_\_\_\_\_

Date submitted to administrator: \_\_\_\_\_

**TO BE COMPLETED BY THE BUILDING ADMINISTRATOR**

Informal discussion dates:

Describe in detail your assessment of the problem as presented by the teacher.

How have you and the teacher tried to solve the problem thus far?

What, if any, solution(s) do you propose?

Administrator Signature: \_\_\_\_\_

Date submitted back to teacher: \_\_\_\_\_

2.11

INTERNAL SUBSTITUTION

2.111 Every reasonable effort shall be made to obtain substitute teachers and to avoid asking a Member to substitute during his/her planning time. The principal shall not ask a Member to give up a planning period unless he/she feels it is necessary and unless that Member consents to the arrangement. A Member agreeing to substitute for an absent Member during his/her planning period or agreeing to assume responsibility for students not normally assigned to him/her or whose special is canceled shall be paid the hourly rate of the base Member's salary for each hour that he/she accepts such responsibility.

2.12

LESSON PLANS

Good planning and preparation are imperative in a quality education program. Current detailed lesson plans shall be on hand for inspection at all times and shall always be available to a substitute working in place of a regular teacher. The plans should also include up-to-date seating charts and school schedules. These lesson plans must be in accordance with state standards.

2.13

TEACHING ASSIGNMENTS

2.131 If a Member is not highly qualified, as defined by the Elementary Secondary Education Act (ESEA), and notification must be provided to parents, the MEA will be notified in advance and shall be provided the opportunity for input with regards to the content of the notification.

2.132 In order to facilitate preparation and improve instruction, Members shall be informed of their upcoming teaching assignment, tentative schedule, as well as any changes in textbooks or teaching materials by the last day of school. Should changes in teaching assignments become necessary during the summer vacation, affected Members shall be personally contacted as soon as the change is made. In such cases, Section 2, Article 2.055 Involuntary Transfers, shall apply.

2.14

SCHOOL CALENDAR RECOMMENDATIONS

A school calendar committee shall be organized every three years. The committee shall be composed of parents (one from each building), a principal, association representatives (one from each building), and the Superintendent or his/her designee. The committee is charged with the responsibility of recommending a calendar for three school years to the Board of education. Once said calendar is adopted, no changes may be made without the association's input.

2.15      COURSE OF STUDY DEVELOPMENT, CURRICULUM, TEXTBOOK SELECTION

- 2.151      The Board has the responsibility for the development of an educational program of high quality including the establishment of a graded course of study and the selection of textbooks.
- 2.152      The Superintendent shall undertake the study and develop proposals relating to the adoption or modification of the graded course of study. In this regard, the Superintendent shall solicit the assistance of the teaching staff. No Member will be required to serve on such committees.
- 2.153      Recognizing the statutory responsibility of the Board for the selection of textbooks, the Superintendent shall solicit the assistance of the teaching staff in developing recommendations to the Board for textbook adoption.
- 2.154      When deemed appropriate, new textbooks and/or programs will be incorporated into the school system. All Members who will be working with the new textbooks and/or programs will receive adequate in-service training and preparation in the use and application of the textbooks and supplemental materials.
- 2.155      All committee work shall be voluntary and no Member shall be required to participate in committee work. Members agreeing to serve on such committee may be provided release time from his/her regular assignment.

2.16                                      FACULTY ADVISORY COMMITTEE

- 2.161      A Faculty Advisory Committee (FAC) intended to replace existing liaison, principal lead, and/or principal advisory committees, shall be established to facilitate communication between the staff and principal in each building. The purpose of the committee is to discuss problems and concerns arising within the building. It is not to serve as an alternative to the grievance procedure or supplement negotiations.
- 2.162      The committee shall consist of the building principal and no less than two (2) and no more than three (3) Members elected by the Members in each building. The principal may appoint up to three (3) additional Members.
- 2.163      The Faculty Advisory Committee shall meet monthly unless otherwise agreed.
- 2.164      The responsibilities of chairperson shall be alternated between the principal and association Members. A secretary (to record minutes) shall be appointed at the first meeting in the school year. Each Member of the committee shall have the opportunity to have matters placed on the agenda for each meeting. The person serving as chairperson shall be responsible for establishing the agenda.

- 2.165 The Faculty Advisory Committee may be directed by the Joint Committee to address concerns. In addition, the Faculty Advisory Committee may establish a sub committee within its building to research, discuss and report on specific concerns/issues.
- 2.166 If any Member of the Faculty Advisory Committee feels that the committee is not functioning in accordance with its stated purpose, a meeting between the Superintendent, principal, one association Member and the Association President will be held to consider appropriate action.
- 2.167 Any issue found to involve contractual concerns or issues in which a decision cannot be reached shall be referred to the Joint Committee, Article 2.17.

2.17 JOINT COMMITTEE

2.171 In an effort to discuss and resolve issues among the parties, a Joint Committee shall be developed.

2.172 Representation in this committee shall be:

For the Association:

For the Board:

President

Superintendent

Vice President or Designee

Assistant Superintendent or Designee

Secretary or Designee

Assistant Superintendent of Human Resources  
or Designee

Representative from Each Building

Building Principals

- 2.173 Each party may have a consultant/representative of its choice attend any committee meeting.
- 2.174 The Superintendent and president shall serve as co-chairpersons of the committee.
- 2.175 One Member of the committee shall be appointed by the chairpersons to serve as secretary and record minutes. Minutes must be approved by the committee prior to distribution to the association Membership, Board of education, and administration.
- 2.176 Meetings shall be held once per trimester, unless otherwise agreed, and shall be limited to two (2) hours, unless the committee otherwise agrees.
  - (A) Agenda items may be submitted to the chairpersons by any committee Member. The chairpersons shall mutually develop the agenda and distribute it to each committee Member at least 48 hours prior to the meeting. A standing agenda item shall be a report by a representative from each building's FAC. Additionally, reports by other committees, as defined in this negotiated agreement, shall be placed on the agenda for reporting as requested by either the Board or Association.
  - (B) Except for emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda.

(C) At the close of each meeting, the next meeting date and time shall be set.

(D) Any chairperson of the committee may table any topic for further study.

2.177 All decisions of the committee shall be achieved by consensus. Such decisions shall be reduced to writing and signed by the chairpersons. Any decisions that alter language in the master contract shall be acted upon by the association Membership and the Board of education. Any decision approved by both parties shall be made an amendment to the contract.

2.178 Where consensus is not reached on a topic, the current practice on the topic shall remain and the issue handled in its proper labor-management relationship: grievance procedure, negotiations, etc.

2.179 Contract Sections which are outside the Joint Committee's jurisdiction and cannot be discussed by the committee are as follows:

SECTION 1 (Governing Provisions) Articles 1.01 through 1.06

SECTION 2 (Working Conditions) Article 2.01 (Teacher Contracts)  
Article 2.02 (Evaluation Procedure)  
Article 2.03 (Nonrenewal)  
Article 2.04 (Reduction in Force)

SECTION 4 (Compensation) Articles 4.01 through 4.06  
Article 4.073  
Articles 4.08 through 4.17

2.180 Contract Sections which are within the Joint Committee's jurisdiction and can be discussed by the committee are as follows:

SECTION 2 (Working Conditions), unless specified above

SECTION 3 (Leaves of Absence)

2.18

COMPLAINT PROCEDURE

2.181 Informal Procedure

- (A) Any complaint received by an administrator or Board Member against a Member shall be referred to the Superintendent or to the appropriate administrator.
- (B) The Superintendent or administrator will advise the Member against whom a complaint is received that he/she intends to investigate. The Member shall be provided the opportunity to settle the complaint. If he/she cannot resolve the situation, the administrator will seek input from the Member concerning the incident. The administrator shall attempt to resolve the issue informally after seeking the Member's input on the situation and shall keep the Member informed of any progress made.

2.182 Formal Procedure

- (A) If the complaint cannot be resolved informally, the complainant shall submit his/her concerns in writing. The administrator shall provide copies for the Member involved, the complainant, and the Superintendent. Such copy to the Member shall be provided at least twenty-four (24) hours before any meeting with the complainant. A meeting of the Member, the administrator, and the complainant shall be held to hopefully resolve the conflict. If the administrator determines that the complaint is unfounded, there shall be no documentation of the incident.
- (B) If either party is dissatisfied with the results of this meeting, he/she may request that a meeting be held with the Superintendent or his/her designee. If the Superintendent determines that the complaint is unfounded, there shall be no documentation of the incident.

2.19

ADMINISTRATIVE EVALUATION

2.191 It is the desire of the Association to provide input to each building principal as to the quality of leadership which the staff feels is being offered.

2.192 The Association will coordinate a systematic evaluation of each building principal and produce a form based solely upon the Board approved principal job description. Completion of the form will be done on a given day with representatives of the association summarizing the information. The building principal shall be provided with a written copy of the summation. A conference shall be held between the Association President and the building principal to discuss the feedback provided on the summation.

2.20 COMPLETION OF STUDENT GRADE CARDS

- 2.201 At the end of each grading period, Members shall be provided two (2) full working days to process grades before submitting them to the principal or his/her designee. At the end of the last grading period, all grades will be due at the end of the teacher workday.
- 2.202 Upon receipt of the computerized grade cards for each of the first two grading periods, Members shall be provided one full working day for verification purposes before the cards are distributed to students.

2.21 SMOKE FREE ENVIRONMENT

- 2.211 Smoking on school property is prohibited.
- 2.212 The district will advise all potential candidates prior to their employment that smoking is not permissible on or in school property.

2.22 PARENTAL VISITATION

In the event that a parent wishes to schedule a classroom visitation, arrangements shall be made with the building principal who shall contact the Member.

2.23 SPECIAL EDUCATION COMMITTEE

The Special Education Committee shall be formed to address issues for both support educators and regular classroom teachers concerning special education programs and students.

This committee will be comprised of one representative from each building that, for the purposes of this committee, will be referred to as the intervention specialist/department chair, the pupil personnel director, special education coordinator, one building level administrator from each building, and Superintendent and/or designee.

Prior to the end of each school year, a calendar shall be developed which will include monthly meeting dates scheduled throughout the following school year.

2.24

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The document developed by the LPDC Steering Committee shall govern the procedures for the processing of a bargaining unit Member's certificate/license. In addition, such document shall also apply to any other employee holding a certificate/license who is not a Member of the MEA bargaining unit.

Any revisions to the Professional Development Program shall be implemented by mutual agreement of the Board and Mason Education Association. Such revisions shall be reached by either a consensus of the LPDC Steering Committee or through negotiations between the Board and the MEA.

The compensation for the LPDC Members as set forth in the Professional Development Program document is based upon a dollar amount established in the Supplemental Salary Schedule in Article 4.07 of the negotiated contract between the Board and the MEA. Such compensation shall be increased on a yearly basis as provided by the contract. In addition, the compensation for the LPDC committee Members shall be subject to 4.071, the supplemental review committee, as set forth in the contract.

However, despite the fact that the compensation for the LPDC committee Members is established by the supplemental salary schedule, such positions are not deemed to be supplemental positions subject to the Board's practice of a yearly nonrenewal and subsequent renewal. Assignment of Members to these positions is outlined in the Professional Development Program document.

2.25

PROFESSIONAL LEARNING

2.251 The Board shall have the right each year to assign Members to participate in seven and one-half (7½) hours according to Article 2.08 (B) and up to an additional twenty-two and one-half (22½) hours of professional learning which will typically be used on a grade level, department level, building level or district-wide basis. The activities to obtain the professional learning hours shall be scheduled:

On a professional learning day at the beginning of the school year on the weekday immediately prior to the first teacher workday, and/or;

On a workday, outside the normal work hours, and/or;

On a day that is not contractual such as weekends or the summer months

2.252 Planning Professional Learning

A. The utilization of the professional learning hours, based on building and district goals, shall be planned and scheduled by the central office administration. Members shall be notified by July 1<sup>st</sup>.

- B. In the event that the central office administration does not utilize all of the hours, any unused balance shall be planned and scheduled by the building administration. By July 1<sup>st</sup> of each year, the principal shall provide the Members with a plan for professional learning based on the building and district goals. The plan shall identify the dates and time for the seven and one-half (7½) hours of contract time as well as up to twenty-two and one-half (22½) additional hours to be paid at the curriculum rate.
- C. In the event that the principal does not utilize all of the unused professional learning hours, the hours shall be provided to the department or grade level chairs for recommendation. Any recommended professional learning hours utilized under this manner shall be approved by the building principal who shall ensure that the hours are consistent with the building and district goals. Additionally, individual options for professional learning to satisfy the seven and one-half (7 ½ ) hours shall be permitted at this level provided the principal approves the hours.
- D. It is also agreed and understood that some or all of the professional learning hours may be considered for individual Member's professional learning plans and Phase II evaluations provided the LPDC and/or principal approves these hours respectively.

No Member shall be required to attend an activity on a non-contract day. If a Member misses required professional learning for an unavoidable, legitimate reason, an alternative option shall be made available.

The required hours must be obtained from July 1<sup>st</sup> through June 30<sup>th</sup> of each year, unless otherwise approved by the Superintendent or Designee.

- 2.253 Members who serve as presenters for professional learning activities shall receive credit equal to that earned by Members who attend such sessions. Preparation time for presenters may be credited on an individual basis.
- 2.254 Seven and one-half (7½) hours of the professional learning time shall be in exchange for the reduction in the teacher workdays reflected in Article 2.08 (A) 3, 4, 5. Because these are exchange in hours, no additional compensation will be provided. All Members, both full- and part-time, are responsible for completing seven and one-half (7 ½) hours of professional learning annually.
- 2.255 Once a Member has completed seven and one-half (7½) hours of professional learning, the additional twenty-two and one-half (22½) hours shall be paid at the hourly rate specified on the salary schedule in Article 4.16.

2.26

JOB SHARING

2.261 Purpose

The purpose of job-sharing is to allow two Members to share one teaching position within the school district. Job-Sharing shall be voluntary and require the endorsement of the principal in the building in which the teachers shall be sharing a position.

The principal's decision to provide for a job-sharing program shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job share. The principal's initial decision as to whether or not to agree to a job-sharing proposal shall be final and not subject to appeal or the grievance procedure. However, a principal's decision to discontinue an existing job-sharing program shall be subject to 2.265 of this Article.

2.262 Initiation

Members interested in job-sharing must submit a written joint proposal outlining some of the features they would include in their program to their building principal prior to March 1<sup>st</sup> of the previous year. Proposals agreed to by the principal must be submitted to the Assistant Superintendent of Human Resources and the Association President prior to March 15<sup>th</sup> of the previous year.

2.263 Required Elements of The Job-Sharing Proposal

- (A) Each team shall share one teaching assignment.
- (B) Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year unless a change is approved by teachers and building principal in writing.
- (C) Each team shall address unique elements of the positions and describe how such elements will be addressed.
- (D) Both Members shall attend all required in-services, conferences, open houses, IEP meetings and staff meetings, unless otherwise approved by the principal or principal's designee.
- (E) Both Members shall assess students as usual and attend to all applicable classroom management duties.
- (F) The Members' daily schedule shall provide a 20 minute daily overlap for collaboration. The Members will be expected to maintain close communication on a daily basis using their overlap time, email and voice mail.

- (G) The building principal may during the course of the school year implement any operational changes which he/she may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the contract.

2.264 Teacher Employment Rights

The participating Members shall, during their employment on a job-sharing basis:

- (A) Retain full rights and benefits under the Master Contract, except as modified by this Article.
- (B) Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full-time teachers.
- (C) Accrue seniority and service years on a full-time basis.
- (D) Earn and use sick leave and personal leave on the basis that a day is a day. However, any carry-over of leaves from a full-time contract into a job-sharing contract shall be at a 200% rate, and any carry-over of leaves from a job-sharing contract into a full-time contract shall be at a 50% rate.
- (E) Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team Member.
- (F) Receive medical, dental and vision insurance with the amount paid for the premiums by the Board not to exceed the total cost it normally would assume for one full-time teacher with a family medical plan based upon the requirements set forth in Articles 4.11, 4.12 and 4.13 of the Master Contract. The following situations may develop based upon the needs of the two teachers:

Member A: One family plan or one single plan

Member B: No insurance coverage

The Board shall pay standard premiums and deductible contributions for Teacher A.

Member A: One family plan

Member B: One family plan

The Board shall contribute the standard deductible contributions to each member's family plan HSA and calculate the premium that each shall pay in order to reduce the district's total cost to the same as one family plan. Each teacher shall be responsible for the resulting semi-monthly premium payments.

Member A: One single plan

Member B: One family plan

The Board shall contribute the standard deductible contributions to each member's HSA and calculate the pro-rated premium that each shall pay in order to reduce the district's total cost to the same as one family plan. Each teacher shall be responsible for the resulting semi-monthly premium payments.

The overriding purpose of this section is to assure that, with the exception of providing each Member with a life insurance policy in accordance to Article 4.10, the Board's cost of providing insurance to the team is no greater than that which it would incur if the work of the team were performed exclusively by an individual having a family plan.

- (G) A Member's contract status shall not be affected by participation in the job-sharing program.

#### 2.265 Discontinuation Of Job-Sharing Team

- (A) The decision to discontinue a job-sharing program by the principal for a subsequent school year shall be based on educational aspects and shall not be arbitrary, capricious or unreasonable. Members participating in a specific job-sharing program that has been in place for more than one school year, may appeal the decision to discontinue to the Superintendent. The Superintendent's decision shall be final and not subject to appeal or the grievance procedure.
- (B) Should the Board, principal or either of the involved Members, wish to discontinue the job-sharing program for a subsequent school year, the Member on the team having the greater seniority shall retain the position on a full-time basis for the following year. If discontinuation of the job-sharing program results in the reduction of a teaming position Article 2.04 Reduction in Force shall apply. The Member with the lesser seniority shall be subject to the RIF and placed on a suspended contract with appropriate recall rights.
- (C) Participating Members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a Member be released from the job-sharing program during the course of the school year, the other Member shall assume all the teaching responsibilities and return to full-time status, unless otherwise agreed by the principal. Should the Member be required to return to full-time status, reasonable notice will be provided to the Member prior to assuming the duties of the full-time teaching position.

## 2.27      Energy Management Teams

Energy Management Teams shall be established in each building. Said teams shall consist of teacher(s), principal(s) and may include a custodian, student and any other employee as designated by the team. The goal of the Energy Management Team will be to create plans to minimize carbon footprint of the district, and model energy conservation for our students and staff that values teacher time and quality work/learning environment. Any plans developed by the team that impact working conditions must be approved through the FAC and reported to the Joint Committee.

## 2.28      Master Teacher

In compliance with Senate Bill 2, a committee to develop a Master Teacher program was initiated during the 2008-09 school year. Said committee shall continue during the 2009-10 school year by developing and monitoring the continuation of a pilot program.

The majority of Members on the committee shall be teachers appointed by the Association President. The MEA President shall appoint an at-large Member to serve on the committee. Said Member shall have voting rights on the committee but shall not serve as a reviewer/grader of a teacher's application for Master Teacher status.

Members on the committee shall be provided release time during the work day to complete necessary work or provided the curriculum rate of pay for all time worked beyond the work day. The committee itself shall determine whether or not to conduct necessary business during the work day working within the confines of the approved Board approved budget allotted for curriculum.

Application for Master Teacher status shall be voluntary and no Member shall be required to participate. The Master Teacher application process and/or Master Teacher designation shall remain separate from the evaluation process (Article 2.02). The Master Teacher application process and designation may not be considered by the administration in evaluating a teacher's effectiveness or as a basis for individual employment contract recommendations.

Members submitting applications for Master Teacher status shall be provided PDU's as established by the Local Professional Development Committee (LPDC). Additionally, a Member shall be exempt from the performance evaluation process during the Member's year of application and while designated as a Master Teacher. However, a building principal shall maintain the right to complete a Phase I evaluation for any Member designated as a Master Teacher. In the event that the principal places a Master Teacher on Phase I evaluation the principal will provide the Member with written reasons.

**SECTION 3**  
**Leaves of Absence**

**ARTICLE**

- 3.01 SICK LEAVE
- 3.02 PERSONAL LEAVE
- 3.03 JURY DUTY
- 3.04 PROFESSIONAL LEAVE
- 3.05 CHILD REARING LEAVE
- 3.06 MILITARY LEAVE
- 3.07 ASSAULT LEAVE
- 3.08 SABBATICAL LEAVE
- 3.09 UNPAID LEAVES
- 3.10 ADOPTION LEAVE

## SECTION 3 - LEAVES OF ABSENCE

Loss of Salary for Absence. Absence on the part of any Member shall result in the loss of salary except as otherwise indicated in this agreement. A day's salary shall be calculated as the annual contract salary divided by the number of days in the contract year. For eight (8) or more consecutive days, the loss of salary shall be distributed among the remaining paychecks upon the Member's request.

Approval of all leaves shall be granted by the Superintendent or his/her designee.

### 3.01 SICK LEAVE

#### 3.011 Sick Leave Accumulation

All Members shall be entitled to fifteen (15) days of sick leave annually to be credited at the rate of 1-1/4 days per month. The maximum accumulated sick leave for any Member shall be two hundred forty (240) days.

A Member who has reached the maximum accumulation at the beginning of the school year is entitled to use fifteen (15) days of sick leave before any sick leave is subtracted from his/her accumulation.

#### 3.012 Use of Sick Leave

(A) Members may use sick leave for absence due to illness, injury, exposure to contagious disease or illness due to pregnancy. A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A father may use sick leave for absence to aid in the recovery of his wife due to the delivery of his baby. He may use sick leave during any of the seven (7) calendar days immediately following the day of the birth. If the birth is caesarian, the father may use sick leave during any of the ten (10) calendar days immediately following the day of the birth. Additional days may be granted due to unusual circumstances.

Leave and benefits provided by the Family Medical Leave Act will commence at the end of the sick leave time specified above.

(B) Sick leave may be used for illness or death in the immediate family. Immediate family is defined as meaning: spouse, children, stepchildren, parents, parents-in-law, stepparents, ward or any person living in the same household as the Member.

(C) Members may also use three (3) days of sick leave for absence due to serious illness or death of brothers, sisters, grandparents, grandparents-in-law, grandchildren, brother-in-law, and sister-in-law. Under extenuating circumstances, the Superintendent may grant additional days.

(D) Members may use three (3) days of sick leave for absence due to the death of an aunt, uncle, niece and nephew. Under extenuating circumstances, the Superintendent may grant additional days.

3.013 In Case of School Closing

Any Member who is on sick leave when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the Member would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.

3.014 Granting Deficit Sick Days

If a Member is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance or after the Member has exhausted his/her sick leave balance, in an effort to avoid docking of salary, a deficit of not more than six (6) days will be debited against anticipated accumulative sick leave.

In the event that a Member exhausts those deficit sick leave days granted above, if the Member's absence from work is due to an injury, non-elective surgery, or serious illness occurring under unusual, severe or emergency conditions, the Board will grant up to an additional six (6) days of deficit sick leave. Additional deficit sick leave days shall not be granted for ordinary illnesses or for sickness of family Members.

Should any Member leave the employment of the Board while owing deficit sick leave days, the Board shall have the right to retain from the Member's last paycheck(s) the value of such unrepaid sick leave days. In the event that the remaining paychecks are insufficient to permit the Board a full recovery, the Member shall be responsible for full reimbursement to the Board.

3.015 Granting Leave of Absence

A Member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed for one additional year upon written request by the Member, recommendation by the Superintendent, and approval by the Board.

3.016 Validation of Absence

No salary payment for days of absence under this provision shall be made to any Member except upon completion of the absence from duty form.

If a Member is absent for five (5) or more consecutive days, he/she will provide the name and address of the attending physician or surgeon, and the dates consulted.

In the case of an absence because of injury or illness on the part of the Member of more than ten (10) consecutive days, the attending physician or surgeon must certify the Member's ability to return to work.

The Superintendent may, upon evidence of frequent or unusual absence, require the name of the attending physician or surgeon, if any. If the problem continues, the Superintendent may request a doctor's certificate for any subsequent absences. However, the Superintendent shall provide the Member with a written warning prior to making such a request.

3.017 Reporting Sick Leave Accumulation

The Treasurer shall include a report of the Member's sick leave accumulation on each payroll check stub, with the accumulative one and one-quarter (1-1/4) days being reflected on the second paycheck of each month. Unused personal days converted to sick days shall be reflected by the first paycheck in July of each year.

3.018 Member Responsibility Concerning Absence From Duty

All Members have the responsibility to be on the job at the appointed time or to make the necessary arrangements for their absence.

- (A) Members who are ill should make every effort to call in at least one hour before the Member day begins.
- (B) A Member's failure to follow the prescribed procedure for absence may result in loss of pay.

3.02 PERSONAL LEAVE

3.021 Up to three (3) days of personal leave shall be granted within each contract year. Personal leave days cannot be used to extend holidays or holiday periods unless approved by the Superintendent or Assistant Superintendent of Human Resources. Personal leave days do not accrue and may not be changed to sick leave once approved. These days may be taken as full or as half days.

3.022 Personal leave shall not be taken on:

- (A) The day immediately following or preceding a holiday or other break, unless approved by the Superintendent or Assistant Superintendent of Human Resources;
- (B) The last student day of the school year;
- (C) The first ten days of the school year;
- (D) The Mondays and Fridays after April 30<sup>th</sup>.

Exceptions to A – D above include:

- (A) Emergencies beyond the control of the Member;
- (B) Graduations;
- (C) Weddings;
- (D) Religious Observance;
- (E) Other extenuating circumstances as approved by the Superintendent or Assistant Superintendent of Human Resources.

3.023 Unpaid days may not be used immediately before and/or after a personal leave day unless approved by the Superintendent or Assistant Superintendent of Human Resources.

3.024 Any Member who is on personal leave when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the Member would have received if school had been in session on such days. No deduction from use of personal leave days shall be made.

3.025 An application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. Emergency conditions may prevent the possibility of advance notice; in such instances appropriate forms will be completed upon return to duty.

3.026 Under extreme extenuating circumstances, or for religious observances, the Superintendent or Assistant Superintendent of Human Resources may grant additional days of personal leave.

If all three (3) personal leave days have been used for religious observances and a need arises for use of personal leave after such usage, the Superintendent or Assistant Superintendent of Human Resources, may grant additional days of personal leave.

3.027 Members who end the regular school year with unused personal leave days shall select one of the following options:

Converting the days to sick leave on an equal basis;

Receiving the substitute rate of pay for each unused personal leave day; or

Reserve up to two (2) days cumulative for purpose of adoption.

A Member who does not notify the Treasurer's office by May 1<sup>st</sup> of his/her intent to receive substitute pay for any unused days or reserved days for adoption shall automatically have such days converted to sick leave.

3.03

JURY DUTY

When a Member is called for jury duty, is subpoenaed as a witness or is involved in court action as a result of his/her employment (other than as a plaintiff), he/she should provide proper notice. The Board will pay the Member his/her regular per diem pay. The Member shall surrender to the Treasurer any payment received as a result of such duty. It is the responsibility of the Member to collect for his/her court services.

3.04

PROFESSIONAL LEAVE

Approval and reimbursement are subject to the following criteria:

- 3.041 Attendance at national meetings held at destinations of beyond one hundred twenty-five (125) miles, one way, and requiring overnight accommodations shall be approved by the Board. Applications to attend such meetings shall be submitted for Board approval ninety (90) days in advance of the scheduled meeting. The ninety (90) days advance notice may be waived with administrative approval.
- 3.042 Members may attend local professional meetings, conferences, subject matter meetings, school visitations and athletic clinics less than one hundred twenty-five (125) miles, one way, which are judged by the Superintendent to be in the best interest of the schools. Applications for such events shall be made ten (10) days in advance.
- 3.043 Attendance at sporting events, tournaments, etc. shall be submitted for consideration under the Personal Leave portion of the contract. Expenses incurred as a result of attending such events shall be borne by the Member involved. Exceptions will be made when a supplemental contract responsibility requires attendance at such events.
- 3.044 Where it is deemed appropriate, the principal and/or his/her designee may request a Member who attends a professional workshop or meeting to provide a brief written or oral report to other Members. The Member shall be told prior to workshop attendance of this requirement.
- 3.045 Where possible, it will be the practice to approve one Member only to attend professional meetings. Exceptions to this rule may be made upon Member request and/or recommendation by the principal or his/her designee and with the approval of the Superintendent.
- 3.046 When an administrator directs that a Member attend a professional workshop or meeting, Member expenses will be reimbursed in full.
- 3.047 Reimbursement schedule for Member-initiated professional leave days shall be reimbursed as follows:

(A) Mileage

As agreed in Section 4, Article 4.08.

(B) Air Transportation

\$150 is the maximum to be paid for air travel.

(C) Meals

The maximum reimbursement per day for meals shall be \$30. Receipts must be presented for payment. Alcoholic beverages and tips may not be included for reimbursement. Banquets, luncheons, etc. must be included in the \$30 allotment.

(D) Registration Fees

The maximum reimbursement for registration fees shall be \$150.00.

(E) Lodging

\$50 per Member per night is the maximum to be paid for lodging. When feasible, motel/hotel expenses should be kept at a reasonable figure by sharing rooms.

3.05

CHILD REARING LEAVE

3.051 Child rearing leave for a newborn or newly adopted child shall be granted for up to twelve (12) consecutive months or until the termination of a limited contract (whichever occurs first), without pay. The twelve (12) months shall commence immediately following the expiration of sick leave as provided in Article 3.012, Section A. Extensions may be granted at the discretion of the Board.

3.052 A Member shall submit a written notice to the Superintendent no later than thirty (30) days prior to the anticipated date of the Member's last workday, advising the Superintendent of the date that this leave is to begin and the anticipated date of return.

The thirty (30) day notification will be waived in the case of adoption. However, the Member will provide a written notice, advising of the anticipated date of return.

3.053 Upon the return of the Member from an approved leave of absence, the Member shall return to a position for which the Member is certificated.

A Member wishing to return with less than three (3) weeks remaining in a trimester, may be required to extend the leave until the first day of the next trimester.

3.054 The term of the Member's contract shall not be extended by child rearing leave and in the event that a Member's limited contract expires while on child rearing leave, the Member's contract will be renewable or nonrenewable in accordance with the terms of this agreement. However, the Member's contract shall not be nonrenewed because he/she is on child rearing leave.

- 3.055 The Board recognizes that the granting of unpaid child rearing leave does not preclude a Member from also exercising his/her statutory rights to sick leave in accordance with the statutory law of Ohio and this agreement.
- 3.056 The Board and the Member shall continue paying their shares of any insurance premiums in which the Board participates under Article 4.12 for the first twelve (12) weeks of child rearing leave. If the Member's leave is for longer than twelve (12) weeks, he/she shall assume full premium payment for the remainder of the leave.

3.06 MILITARY LEAVE

Any regular Member who may be conscripted into the armed services of the United States for service or training shall be granted a military leave. Such Members shall be reinstated into their positions in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made in accordance with Sections 3319.14 of the Ohio Revised Code.

3.07 ASSAULT LEAVE

- 3.071 The Board shall grant up to a maximum of ten (10) days assault leave to any Member who is absent due to physical disability from an assault which occurs in the course of Board employment. Such Member will be maintained on full pay status during the period of such absence and such leave shall not be charged against the Member's earned or earnable sick leave.
- 3.072 The Board shall require a Member to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave can be approved.
- 3.073 Under extremely unusual circumstances involving serious injury, the ten (10) day limitation may be extended.
- 3.074 Any Member applying for assault leave shall cooperate with the law enforcement agencies. The Board shall provide the Member with release time necessary to cooperate with said agencies.

3.08 SABBATICAL LEAVE

Sabbatical leave may be granted pursuant to Section 3319.131 of the Ohio Revised Code.

3.09

UNPAID LEAVES

- 3.091 Upon the written request of a Member, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request. With his/her request, the Member shall state the purpose for the leave and, if it is for medical reasons, the Member shall supply a statement from a physician stating the period of time the Member will be unable to return to work because of illness.
- 3.092 While on leave, the Member shall be entitled to continue on the group insurance plans, provided he/she pays the premiums for said coverage to the Treasurer each month.
- 3.093 At the expiration of the leave, the Member shall be offered a position for which he/she is certified.
- 3.094 This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for nonrenewal.
- 3.095 With the exception of leaves taken for illness or other disability, the Member shall notify the Board in writing on or before April 1st that he/she plans to return at the start of the next school year. The Board may elect to waive this requirement for a Member who fails to notify in time due to unforeseen circumstances.

A Member wishing to return with less than three (3) weeks remaining in a trimester may be required to extend the leave until the first day of the next trimester.

3.10

ADOPTION LEAVE

At the time of adoption, a Member may use up to five (5) days of sick leave during the school year for the adoption of a child. Additionally, a Member may use his/her allotted three (3) personal leave days plus up to two (2) additional personal leave days which had been previously reserved for purpose of adoption by the Member in accordance with 3.027.

**SECTION 4**  
**Compensation**

**ARTICLE**

- 4.01 PAY PERIODS
- 4.02 SALARY PLACEMENT
- 4.03 ASSOCIATION DUES DEDUCTION
- 4.04 STRS BOARD PICK-UP
- 4.05 SEVERANCE PAY
- 4.06 NATIONAL BOARD CERTIFICATION
- 4.07 SUPPLEMENTAL CONTRACTS
- 4.08 MILEAGE REIMBURSEMENT
- 4.09 TUITION REIMBURSEMENT
- 4.10 LIFE INSURANCE
- 4.11 OPTICAL INSURANCE
- 4.12 HOSPITALIZATION
- 4.13 DENTAL INSURANCE
- 4.14 STUDENT TUITION CHARGE
- 4.15 SALARY SCHEDULES:  
2009-2010, 2010-2011 & 2011-2012

## SECTION 4 - COMPENSATION

### 4.01

#### PAY PERIODS

- 4.011 Members shall be paid every other Tuesday beginning no earlier than two (2) weeks after the school year begins.
- 4.012 Members shall receive their payroll via direct deposit with electronic pay stubs sent to the Member via the Member's password protected district email account. A Member may request in writing to the Treasurer that their electronic payroll stub be sent to a non-district email account.

When school is not in session, Members may choose to obtain a paper copy of their payroll stub at the Treasurer's office during regular business hours. The Treasurer's office shall publish a semi-annual email to Members during the months of January and September which shall provide information and training to Members concerning the benefits of direct payroll deposit, the procedures to be utilized for direct deposit and the process for accessing electronic payroll stubs. The semi-annual email shall provide information to Members concerning no cost checking accounts available at local banks and financial institutions as well as the established pay dates each calendar year.

### 4.02

#### SALARY PLACEMENT

- 4.021 (A) Members Newly Hired:

- (1) Not Retired Under STRS

Each such Member shall be given credit for up to ten (10) years of service outside the district, whether private or public or up to five (5) years of military service in the armed forces of the United States or a combination of both, not to exceed ten (10) years.

- (2) Retired Under STRS

Each such Member shall be given credit for up to ten (10) years of service outside the district, whether private or public or up to five (5) years of military service in the armed forces of the United States or a combination of both, not to exceed ten (10) years. Any Member hired under this provision shall remain at Step ten (10) on the salary schedule.

- (B) Members Returning to Bargaining Unit:

- (1) Not Retired Under STRS

Each such Member shall be given full credit for years at Mason which may exceed ten years. If such years are less than ten, the Member shall be given credit for other private or public service outside the district and/or military service which together with Mason credit does not exceed ten (10) years.

(2) Retired Under STRS

Each such Member shall be given credit for years at Mason not to exceed ten (10) years. If such years are less than ten, the Member shall be given credit for other private or public service outside the district and/or military service which together with Mason credit does not exceed ten (10) years. Any Member hired under this provision shall remain at Step ten (10) on the salary schedule.

In addition to the years counted under (A) or (B) above, the Board may, at its option and discretion, give full or partial credit for other years of service in public or private teaching outside the district.

The provisions of this Section 4.021 shall replace and supersede any conflicting provisions of the Ohio Revised Code, including but not limited to Ohio Revised Code 3317.13 and Ohio Revised Code 3317.14.

- 4.022 One year's teaching experience shall be defined as not less than one hundred-twenty (120) days of teaching during a given school year.
- 4.023 For proper placement on the salary schedule, the Member shall furnish an official transcript of credits, a valid teaching certificate and, if Armed Forces credit is to be granted, a copy of discharge papers to the Treasurer no later than September 15<sup>th</sup>. Upon receipt of such information, the Member shall be placed on the proper step of the salary schedule, effective the beginning of the Member's contract year.
- 4.024 Current Members who earn additional credit for advancement on the salary schedule shall submit an official transcript of credits to the Treasurer by September 15<sup>th</sup>. The Member shall be placed on the proper step/column of the salary schedule effective with the current school year. Members who submit transcripts by January 15<sup>th</sup> shall be placed on the proper step/column of the salary schedule, effective with the first pay in February. The coursework must be from an accredited institution approved by the Ohio Department of Education. Such list of institutions shall be made available to any Member, upon request.
- 4.025 Newly hired Members have sixty (60) calendar days from the first contractual workday to submit all documents required for salary placement. If all such documents are submitted during this sixty (60) day period, any salary adjustments will be made retroactive to the first contractual day. If all such documents are submitted after the sixty (60) day window, any salary adjustment will go into effect on the day such documents are submitted.
- 4.026 For credit on the MA+ 15 and the MA+ 30 columns the hours must be graduate semester hours or the quarter hour equivalent and obtained after a Member has earned his/her Master's degree.

4.03

ASSOCIATION DUES DEDUCTION

- 4.031 Members must sign and deliver to the Treasurer an authorization before October 1st of each year requesting Membership dues of the association and its affiliates to be that said Member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- 4.032 The total amount of money to be deducted in a year for association dues shall be divided into twenty (20) equal installments. The first deduction shall be on the second paycheck in October.
- 4.033 If a Member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the association the names of said Members making such requests and proceed in accordance with Section 1, Article 1.06 Fair Share Fee.

4.04

STRS BOARD PICK-UP

The Board herewith agrees to implement the salary reduction method of the "pick-up" of Member retirement contributions to the State Teachers Retirement System on the following terms and conditions:

- (A) The total contribution paid by the Member will be picked up (tax sheltered) and paid on behalf of each Member.
- (B) The "pick-up" will be uniform for all Members in the bargaining unit. Member participation shall not be optional.
- (C) The amount picked up by the Board will not reduce the Member's or the Board's contributions to STRS.
- (D) Earnings will include the amount of the Member's contribution to STRS and such picked up amount may be included in computing final average salary for retirement purposes.
- (E) In the event of an adverse ruling by IRS with regard to employer "pick-up" or in the event of any other adverse ruling by a court of law or federal, state, or local agency holding this procedure invalid, the association and the Board agree to discontinue the procedure.

4.05

SEVERANCE PAY

- 4.051 A Member retiring from active service with the Board after ten (10) or more full years of service with the Board shall be paid one-fourth (1/4) the value of his/her accrued, but unused, sick leave credit, at the time of retirement through the State Teachers' Retirement System, to a maximum of sixty (60) days.
- 4.052 A Member retiring from active service with the Board with less than ten (10) years of service with the Board shall be paid the following percentage of the formula set forth in 4.051 above:
- |             |   |     |
|-------------|---|-----|
| Five Years  | - | 70% |
| Six Years   | - | 70% |
| Seven Years | - | 70% |
| Eight Years | - | 90% |
| Nine Years  | - | 90% |
- 4.053 This payment shall be based upon the Member's rate of pay at retirement and shall eliminate all accrued and unused sick leave credit.
- 4.054 Separation pay shall be paid, according to the above formula, to the beneficiary of a Member who dies while actively employed with the Mason Board of Education.
- 4.055 Despite the formula established in Sections 4.051 and 4.052 above, a Member who retires at the end of the school year in which he/she first becomes eligible for retirement under the State Teachers' Retirement System or reaches thirty (30) years of service credit under the state teachers retirement system, shall be paid one-half (1/2) the value of his/her accrued but unused sick leave accumulation.
- 4.056 A Member who has been hired after he/she retired through the STRS is not entitled to receive severance pay when his/her employment is discontinued with the Board.

4.06

NATIONAL BOARD CERTIFICATION

A Member holding National Board Certification shall be paid an annual \$2,500.00 stipend by the Board for 10 years, while continuing to hold National Board Certification.

Any Member who recertifies his/her National Board Certification after the initial certification expires shall be paid an annual stipend by the Board of \$1,000.00 for 10 years, while continuing to hold National Board Certification.

## 4.071 Supplemental Review Committees (SRC)

- (A) The supplemental review committees shall be appointed by the Board and the Association as follows.
- (1) The Faculty Advisory Committee (FAC) shall be responsible for reviewing and acting on supplementals, assigned solely in that building.
  - (2) The district Athletic Council will act on all 7-12 athletic supplementals.

The composition of the Athletic Council shall be:

High School Principal  
Athletic Director  
Assistant Athletic Director  
Two Coaches for Female Athletes  
Two Coaches for Male Athletes  
One Board Member  
Superintendent/Designee  
MS Extracurricular Activity Director  
One Member Appointed By MEA President

- (3) The district Fine Arts Council will act on all 7-12 fine arts supplementals.
  - (4) The district Joint Committee will act on designated supplemental positions that extend beyond one building and/or are curricular in nature.
- (B) Each committee shall post in each building the procedure to be followed in making requests to the committee.
- (C) Each council will be given a supplemental contract budget by March 1<sup>st</sup>.

Each building's FAC, as well as the Athletic Council, Fine Arts Council, and the district Joint Committee will meet in March of every year to consider supplemental positions.

- (D) The committee's responsibility is to review requests submitted by Members and administrators for:
- (1) Adding a position
  - (2) Deleting a position
  - (3) Moving a position on the supplemental schedule
  - (4) Amending a job description
- (E) Each FAC, the Athletic Council and the Fine Arts Council will submit its recommendations and rationale to the Joint Committee by the end of March for placement on the third trimester meeting agenda.

4.072 Payment of Supplemental Salary

Upon written request from the Member, withholding taxes will be withheld from supplemental salaries at a rate designated by the Member. Coaching supplementals shall be paid three (3) times annually, by separate checks, following the fall, winter and spring sports seasons. Other supplemental contracts shall be paid annually at a time designated by the Treasurer, unless otherwise agreed between the Association and Treasurer.

4.073 Supplemental Salary Index Level Index of Base Salary

- (A) .17
- (B) .15
- (C) .13
- (D) .11
- (E) .09
- (F) .07
- (G) .05
- (H) .03
- (I) .01

4.074 Study Committee

At the start of the 2009-10 school year a study committee shall be developed to review supplementals. Such study shall include, but not be limited to, the placement of positions on the schedule, the addition of experience steps, alternative salary schedules and a review of the positions' responsibilities.

The study committee shall report its findings and make a recommendation to the Superintendent and the Association President by February 2011. Once recommendations are approved by the Board and the association general Membership, an amendment to this agreement shall be developed.

The composition of the study committee shall be as follows:

Two (2) representatives from the FACS – one (1) from elementary level; one (1) from secondary level;

Two (2) representatives from Joint Committee – one (1) from elementary level; one (1) from secondary level;

Three (3) varsity coaches – one (1) from each season;

Three (3) representatives from fine arts – one (1) from performing arts; one (1) from visual arts; one (1) from music;

Two (2) principals – one (1) from elementary level; one (1) from secondary level; and

The Assistant Superintendent of Human Resources.

## 2009/10 Supplemental Positions

	<b>SUPPLEMENTAL</b>	<b>LEVEL</b>
MECC	Language Arts Chairperson	F
MECC	Math Chairperson	F
MECC	Science Chairperson	F
MECC	Shared Resource/Curriculum Room Coord. (#1)	F
MECC	Social Studies Chairperson	F
MECC	Intervention Specialist Chairperson	G
MECC	Technology Chairperson	G
MH	Jump Rope Team Coach	H
MH	Language Arts Chairperson	F
MH	Math Chairperson	F
MH	Science Chairperson	F
MH	Social Studies Chairperson	F
MH	Intervention Specialist Chairperson (.5)	F
MH	Technology Chairperson	H
MH	Yearbook Advisor	H
WR	Language Arts Chairperson	F
WR	Math Chairperson	F
WR	Science Chairperson	F
WR	Social Studies Chairperson	F
WR	Intervention Specialist Chairperson (.5)	F
WR	Technology Chairperson	H
WR	Yearbook Advisor	H
MI	4th Grade Musical Advisor	F
MI	Choral Director	G
MI	Destination Imagination	F
MI	EEKS Advisor	G
MI	Language Arts Chairperson (.5)	F
MI	Language Arts Chairperson	F
MI	Math Chairperson	F
MI	Math Chairperson (.5)	F
MI	Math Counts Coach	G
MI	Performing Arts Club	F
MI	Science Chairperson (.5)	F
MI	Science Chairperson	F
MI	Social Studies Chairperson (.5)	F
MI	Social Studies Chairperson	F
MI	Intervention Specialist Chairperson	F
MI	Intervention Specialist Chairperson (.5)	F
MI	Student Council Advisor	F
MI	Technology Chairperson	F
MI	Yearbook Advisor	G
MM	Art Club Advisor	H
MM	Band - Director	G
MM	Band - Director	G

MM	Basketball 7th Grade Coach - Boys - Green	D
MM	Basketball 7th Grade Coach - Boys - White	D
MM	Basketball 7th Grade Coach - Girls - Green	D
MM	Basketball 7th Grade Coach - Girls - White	D
MM	Basketball 8th Grade Coach - Boys - Green	D
MM	Basketball 8th Grade Coach - Boys - White	D
MM	Basketball 8th Grade Coach - Girls - White	D
MM	Basketball 8th Grade Coach - Girls - Green	D
MM	Cheer - Basketball Coach - Green	G
MM	Cheer - Basketball Coach - White	G
MM	Cheer - Football Coach - Green	G
MM	Cheer - Football Coach - White	G
MM	Chess Club Advisor	H
MM	Cross Country - Assistant Coach	G
MM	Cross Country - Head Coach - Boys	E
MM	Cross Country - Head Coach - Girls	E
MM	Dance Team Advisor	H
MM	Drama Club Advisor	G
MM	Drama Club Advisor	G
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 7th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Asst. 8th Grade Coach	E
MM	Football - Head 7th Grade Coach - Green	D
MM	Football - Head 7th Grade Coach - White	D
MM	Football - Head 8th Grade Coach - Green	D
MM	Football - Head 8th Grade Coach - White	D
MM	Golf - Assistant Coach - Boys	G
MM	Golf - Head Coach - Girls	F
MM	Golf - Head Coach - Boys	F
MM	History Day Coordinator	H
MM	Intramural Director	G
MM	Intramural Supervisor	G
MM	Journalism Advisor	I
MM	Language Arts Chairperson	F
MM	Math Chairperson	F
MM	Math Team Advisor	G
MM	National Junior Honor Society	F
MM	Orchestra Director	G
MM	Power of the Pen Advisor	F

MM	Science Chairperson	F
MM	Science Fair Coordinator	G
MM	Site Manager	F
MM	Social Science Chairperson	F
MM	Softball Coach - Green	F
MM	Softball Coach - White	F
MM	Intervention Specialist Chairperson	F
MM	Student Council Co-Advisor	F
MM	Student Council Co-Advisor	F
MM	Swimming - Assistant Coach	G
MM	Swimming - Assistant Coach	G
MM	Swimming - Head Coach	F
MM	Technology Chairperson	F
MM	Tennis - Head Coach - Girls - White	F
MM	Tennis - Head Coach - Boys - Green	F
MM	Tennis - Head Coach - Boys - White	F
MM	Tennis - Head Coach - Girls - Green	F
MM	Track - Assistant Coach	F
MM	Track - Assistant Coach	F
MM	Track - Assistant Coach	F
MM	Track - Assistant Coach	F
MM	Track - Assistant Coach	F
MM	Track - Assistant Coach	F
MM	Track - Head Coach - Boys	E
MM	Track - Head Coach - Girls	E
MM	Volleyball - 7th Grade Coach - Girls - Green	E
MM	Volleyball - 7th Grade Coach - Girls - White	E
MM	Volleyball - 8th Grade Coach - Girls - Green	E
MM	Volleyball - 8th Grade Coach - Girls - White	E
MM	Wrestling - Assistant Coach	F
MM	Wrestling - Assistant Coach	F
MM	Wrestling - Assistant Coach	F
MM	Wrestling - Head Coach	D
MM	Yearbook Advisor	G
HS	Academic Competition Advisor	F
HS	Anime Club Advisor	H
HS	Applied Technology Chairperson	D
HS	Art Club Advisor	H
HS	Audio Visual Club Advisor	G
HS	Band - Assistant Director	D
HS	Band - Associate Director	D
HS	Band - Marching Assistant Director	D
HS	Band - Marching Assistant Director	D
HS	Band - Marching Director	B
HS	Baseball - Assistant Coach	D
HS	Baseball - Assistant Freshman Coach	G
HS	Baseball - Assistant Freshman Coach	G
HS	Baseball - Assistant JV Coach	G

HS	Baseball - Freshman Coach - Green	E
HS	Baseball - Freshman Coach - White	E
HS	Baseball - Head Coach	B
HS	Baseball - JV Coach	D
HS	Basketball - Assistant Coach - Boys	B
HS	Basketball - Assistant Coach - Girls	B
HS	Basketball - Freshman Coach - Boys	D
HS	Basketball - Freshman Coach - Boys	D
HS	Basketball - Freshman Coach - Girls	D
HS	Basketball - Head Coach - Boys	A
HS	Basketball - Head Coach - Girls	A
HS	Basketball - JV Coach - Boys	C
HS	Basketball - JV Coach - Boys - White	D
HS	Basketball - JV Coach - Girls	C
HS	Bowling - Assistant Coach	G
HS	Bowling - Head Coach	D
HS	Broomball Advisor	H
HS	Broomball Advisor	H
HS	Business Technology Chairperson	D
HS	Cheer - JV Coach - Sideline	D
HS	Cheer - Freshman Coach - Sideline	E
HS	Cheer - Head Coach - Sideline	D
HS	Cheer- Coach - Competition	E
HS	Chess Club Advisor	G
HS	Choral - Assistant Director	D
HS	Choral Accompanist	F
HS	Choral Director	B
HS	Comet Skippers	H
HS	Comets in Action Advisor	H
HS	Concert Assistant Band Director	F
HS	Concert Band Director	D
HS	Costume Coordinator	H
HS	Cross Country - Assistant Coach - Boys	G
HS	Cross Country - Assistant Coach - Girls	G
HS	Cross Country - Head Coach - Boys	D
HS	Cross Country - Head Coach - Girls	D
HS	Dance Team Advisor	D
HS	Dance Team Assistant Advisor	H
HS	Dance Team Choreographer	H
HS	Drama Club Advisor	G
HS	Drama Director	B
HS	Flag Corp Instructor	D
HS	Football - Assistant Coach	C
HS	Football - Assistant Coach	C
HS	Football - Assistant Coach	C
HS	Football - Assistant Coach	C
HS	Football - Assistant Coach	C
HS	Football - Assistant Coach	C

HS	Football - Assistant Coach	C
HS	Football - Assistant Freshman Coach	E
HS	Football - Assistant Freshman Coach	E
HS	Football - Assistant Freshman Coach	E
HS	Football - Defensive Coordinator	B
HS	Football - Head Coach	A
HS	Football - Head Freshman Coach	D
HS	Football - Offensive Coordinator	B
HS	Future Teachers of America	G
HS	Golf - Head Coach - Boys	D
HS	Golf - Head Coach - Girls	D
HS	Golf - JV Coach - Boys - Green	F
HS	Golf - JV Coach - Boys - White	F
HS	Golf - JV Coach - Girls	F
HS	Guidance Chairperson - 9-12	D
HS	Gymnastics - Head Coach	D
HS	Gymnastics Assistant Coach	G
HS	Honor Society Advisor	G
HS	HOPE Advisor	H
HS	International Club Advisor	G
HS	Intramural Bowling Coordinator	G
HS	Intramural Coordinator	G
HS	Intramural Supervisor	E
HS	Jazz Band Director	F
HS	Junior Class Advisor	F
HS	Lacrosse - Assistant Coach - Boys	G
HS	Lacrosse - Assistant Coach - Girls	G
HS	Lacrosse - Head Coach - Boys	C
HS	Lacrosse - Head Coach - Girls	C
HS	Lacrosse - JV Coach - Boys	E
HS	Lacrosse - JV Coach - Girls	E
HS	Language Arts Chairperson - 9-12	A
HS	Literary Magazine	F
HS	Masoncomets.org Webmaster	G
HS	Math Chairperson - 9-12	A
HS	Math Team Coach	H
HS	Mock Trial Assistant Coach	H
HS	Mock Trial Coach	F
HS	Musical Vocal Director	F
HS	National Art Honor Society Advisor	H
HS	National History Day Advisor	H
HS	National Honor Society Advisor	F
HS	National Honor Society Assistant Advisor	H
HS	Orchestra - Assistant	G
HS	Orchestra - Music Pit Director	F
HS	Orchestra Director	D
HS	Outdoor Club Advisor	G
HS	Pep Band Director	G

HS	Pep Band Director	G
HS	Percussion Instructor	D
HS	Photography Club Advisor	G
HS	Radio Club Advisor	F
HS	Radio Club Assistant	H
HS	Science Chairperson - 9-12	A
HS	Science Fair Advisor	H
HS	Science Olympiad Advisor	F
HS	Senior Class Advisor	F
HS	Show Choir	D
HS	Site Manager - Fall	E
HS	Site Manager - Spring	E
HS	Site Manager - Winter	D
HS	Senior Sibbs	I
HS	Soccer - Assistant Coach - Boys	F
HS	Soccer - Assistant Coach - Girls	F
HS	Soccer - Head Coach - Boys	C
HS	Soccer - Head Coach - Girls	C
HS	Soccer - JV Coach - Boys - Green	E
HS	Soccer - JV Coach - Boys - White	F
HS	Soccer - JV Coach - Girls - Green	E
HS	Soccer - JV Coach - Girls - White	F
HS	Social Studies Chairperson - 9-12	A
HS	Softball - Assistant Coach - Girls	D
HS	Softball - Assistant Freshman Coach	G
HS	Softball - Assistant JV Coach	G
HS	Softball - Freshman Coach	E
HS	Softball - Head Coach - Girls	B
HS	Softball - JV Coach - Girls	D
HS	Intervention Specialist Chairperson	F
HS	Speech & Debate Assistant Coach	H
HS	Speech and Debate Coach	E
HS	Sports Information Director - Fall	D
HS	Sports Information Director - Spring	D
HS	Sports Information Director - Winter	D
HS	Strength & Conditioning (Fall)	C
HS	Strength & Conditioning (Spring)	C
HS	Strength & Conditioning (Winter)	C
HS	Student Ambassador Advisor	H
HS	Student Government Advisor	B
HS	Student Government Assistant	F
HS	Swimming - Assistant Coach	D
HS	Swimming - Assistant Coach	E
HS	Swimming - Assistant Coach	F
HS	Swimming - Diving Coach	F
HS	Swimming - Head Coach	C
HS	Technology Chairperson	F
HS	Tennis - Assistant Coach - Boys	F

HS	Tennis - Assistant Coach - Girls	F
HS	Tennis - Head Coach - Boys	D
HS	Tennis - Head Coach - Girls	D
HS	Tennis - JV Coach - Boys	F
HS	Tennis - JV Coach - Girls	F
HS	Ticket Manager/Special Events Coordinator	D
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Assistant Coach	E
HS	Track - Head Coach - Boys	C
HS	Track - Head Coach - Girls	C
HS	Transition Coordinator	G
HS	Visual Arts Exhibit Coordinator	G
HS	Volleyball - Assistant Coach - Boys	E
HS	Volleyball - Assistant Coach - Girls	E
HS	Volleyball - Freshman Coach - Girls	E
HS	Volleyball - Head Coach - Boys	C
HS	Volleyball - Head Coach - Girls	C
HS	Volleyball - JV Coach - Girls	D
HS	Winter Guard Director	D
HS	Winter Percussion Director	D
HS	Wrestling - Assistant Coach - Boys	C
HS	Wrestling - Assistant Coach - Boys	C
HS	Wrestling - Assistant Freshman Coach	F
HS	Wrestling - Freshman Coach	E
HS	Wrestling - Head Coach - Boys	B
HS	Wrestling - JV Assistant Coach	F
HS	Wrestling - JV Coach	D
HS	Yearbook Advisor	E
HS	Young Women's Club Advisor	H
District	Foreign Language Chairperson 7-12	D
District	Guidance Chairperson - K - 8	F
District	Health & Physical Education Chairperson-K-12	F
District	Health Services Coordinator Liaison	F
District	Library Chairperson - K-12	D
District	Mentor Specialist	B
District	Performing Arts Chairperson K-12	D
District	Professional Development Member - MECC	D
District	Professional Development Member - MH	D
District	Professional Development Member - WR	D
District	Professional Development Member - MI	D
District	Professional Development Member - MI	D

District	Professional Development Member - MM	D
District	Professional Development Member - HS	D
District	Professional Development Member - HS	D
District	Professional Development Specialist	B
District	School Psychology Chairperson	F
District	Student Assistance Coordinator - District	D
District	Visual Arts Chairperson - K-12	D

4.076 Supplemental contract positions shall be paid in accordance to the supplemental salary index levels established in Section 4.073. Placement of the positions on the schedule has been established through negotiations and annually by the SRC in accordance to 4.071. On an annual basis and following approval by the Board and the Association, the SRC shall post, in every building, an updated list of all supplemental salary levels. This may be done by email on each building's electronic bulletin Board and the district electronic bulletin Board. Also, a hard copy will be forwarded to the Association President.

4.08

MILEAGE REIMBURSEMENT

Mileage shall be paid at the same rate as used by the IRS. The rate will be rounded up to the highest cent. A Member who is required to travel from building to building as part of his/her regular duty, or required to use his/her own automobile as part of his/her responsibilities, shall be paid such mileage. Members shall turn in mileage at the end of each month and shall be reimbursed two (2) times during the year (January and July).

4.09

TUITION REIMBURSEMENT

4.091 An annual fixed budget amount of \$75,000 shall be available for reimbursement of actual tuition costs incurred by Members for approved courses on the graduate level, completed at accredited universities and colleges prior to the commencement of classes in the budget year.

Members shall be reimbursed their actual tuition costs, to a maximum of nine (9) semester hours or thirteen and one-half (13.5) quarter hours unless the total amount requested for reimbursement exceeds the amount available in that year. In such event, payment to all Members shall be reduced so that all Members are paid an equal percentage of the tuition approved for reimbursement. Any part of the fixed budget amount for a given year which is not disbursed shall be added to the total amount for the following year.

4.092 The work must be either in the field of education or in the Member's area of certification/teaching.

All work must be taken through or from an accredited college or university on a quarter or semester basis, unless approved by the Superintendent.

4.093 This payment shall be paid to qualifying Members by December of each year, in accordance with forms and procedures established by the District Treasurer. A Qualifying Member is defined as being employed by the Board as a Member of the Association's Bargaining Unit at the time he/she enrolled/completed the course and at the time of reimbursement.

4.094 The Member must present proof of earned credit (grade C or better) in order to be paid.

4.095 Tuition reimbursement requests must be submitted to the Assistant Superintendent of Human Resources by September 15<sup>th</sup> of each school year.

4.10

LIFE INSURANCE

The Board shall provide a fifty thousand dollar (\$50,000) face value term life and accidental death and dismemberment insurance policy for each Member.

4.11

OPTICAL INSURANCE

The Board shall pay one-hundred percent (100%) of the cost of optical insurance for all Members.

4.111 Such policy shall meet or exceed the following:

Examination: One in any 12-month period  
Lenses: One in any 12-month period  
Frames: One in any 24-month period  
Deductible: None

4.12

HOSPITALIZATION

4.121 Health care coverage as described below shall be available to all Members employed under a limited or continuing contract.

4.122 Coverage will begin with the first day of the plan year for new school year hires and those experienced Members enrolling during the open enrollment period. For a Member hired at other times during the school year, coverage will begin on the first day of the month following the date of hire.

4.123 The coverage will continue until one of the following conditions occur:

(A) If a Member resigns during the contract year, his/her coverage will terminate on the next first day of the month at 12:00 midnight.

(B) If the Member works a full contract year and resigns or is nonrenewed, his/her coverage will terminate on August 31<sup>st</sup> midnight.

4.124 Effective September 1, 2009 the Board shall pay one-hundred percent (100%) of the monthly premiums for a single or family plan for members working 18 or more hours per week. Members who work less than 18 hours per week but more than 9 hours per week will be placed on the second level of plan costs. Members who work less than 9 hours per week will be placed on the third level of plan costs.

4.125 Effective September 1, 2009, the Board will provide a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for all eligible Members of the bargaining unit who qualify under IRS rules. Coverage for members who do not qualify for the HSA under IRS rules is addressed in Section 4.1218. The plan will maintain the same covered services provided by the medical plan in effect immediately prior to the effective date of the HDHP with HSA. The plan year shall run from September 1<sup>st</sup> through August 31<sup>st</sup>.

(A) The deductible for a single plan shall be \$2,000.00 per plan year.

(B) The deductible for a family plan shall be \$4,000.00 per plan year.

- 4.126 Preventative services as reasonably identified by the member's service provider shall be covered at 100% and not subject to the deductible stated in 4.125 above.
- 4.127 Once the deductible is reached, all insurance claims, including prescriptions will be paid at 100% for the duration of the plan year subject to the lifetime maximum.
- 4.128 The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in 4.125 above subject to the lifetime maximum.
- 4.129 A Health Savings Account (HSA) shall be available for each Member who qualifies for it and who elects coverage under the HDHP. The Board's contribution to a qualifying Member's HSA account is as follows:
- (A) September 1, 2009 – August 31, 2010
    - (1) Single: \$1,500.00
    - (2) Family: \$3,000.00
  - (B) September 1, 2010 – August 31, 2011
    - (1) Single: \$1,000.00
    - (2) Family: \$2,000.00
  - (C) September 1, 2011 – August 31, 2012
    - (1) Single: \$1,000.00
    - (2) Family: \$2,000.00
- 4.1210 For Members hired after September 1<sup>st</sup> of each year, or Members needing coverage due to a qualifying event, the Board will contribute an amount equal to the annual contribution, depending on the type of plan selected by the Member, for the plan year divided by twelve (12) and then multiplied by the number of full months remaining in the plan year. Exception will be if the Member's eligible medical claims payments exceed the amount of the single or family deductible. In such cases, the Board will contribute an amount equal to the Member's claims/payments until the Board's annual normal contribution for the plan year is met.
- 4.1211 A Member may elect to contribute to his/her HSA consistent with IRS regulations by payroll deduction.
- 4.1212 The district will contract with a financial institution of its choice to establish the HSA account which will include a debit card and checks without monthly fees. A Member may elect to transfer funds to an alternative financial institution, assuming all costs for any fees and IRS consequences that may be associated with this alternative.
- 4.1213 The Board shall contribute into each Member's account 50% of its required share on September 1<sup>st</sup> of each plan year; the additional 50% will be contributed on March 1<sup>st</sup> of each plan year.

4.1214 In the event a Member's account balance is not sufficient to pay for eligible medical claims, and the service provider does not allow for a workable payment plan, the Board will advance to the Member's HSA account an amount necessary to pay for eligible claims on the following conditions:

- (A) The maximum amount of the advance is equal to the full amount of the deductible less the Member and Board contributions already made.
- (B) The Member signs a promissory note indicating that he/she will pay the advanced amount in full should he/she leave the employ of the Board.
- (C) The Member's ongoing payroll deduction for plan contributions to his/her HSA account be sufficient to repay his/her portion of the deductible that had been advanced by end of plan year.

4.1215 A Member must notify the district Treasurer when any of the following occurs:

- (A) Marital status changes;
- (B) Marriage of a dependent covered by the plan;
- (C) Death of spouse or dependent child.
- (D) A change in the full time student status of a covered dependent after reaching their 19<sup>th</sup> birthday.

When a Member changes from a single to a family plan the family deductible as defined in 4.125 above shall immediately apply. The Board's annual contribution would be recalculated based on the number of months on single and the number of months on family times the monthly value of each plan's contributions. Exception will be if the family's eligible medical claim payments exceed the amount of the single deductible. In such cases, the Board will contribute an amount equal to the Member's claims/payments until the Board's annual contribution for a family plan for the plan year is met.

When a Member changes from a family to a single plan the single deductible as defined in 4.125 above shall immediately apply. The Board will cease making contributions provided the family contribution already made by the Board has met or exceeded the required single contribution. If the contribution has not met or exceeded the required single contribution, the Board will pro-rate its contribution for the next scheduled date as provided in Section 4.1213 to meet the single contribution amount. If the second payment has already been made when the change in status is complete, the Member shall not be required to reimburse the Board.

4.1216 A Member who 1) is not covered under the Board's medical and prescription plan as of May 28, 2009 and does not enroll in the HDHP with or without the HSA by September 1, 2009; or 2) is covered as a dependent on another Board employee family HDHP plan for the plan year September 1, 2009 through August 31, 2010 is eligible for a one-time payment of \$1,000.00, subject to required withholdings.

Job share participants who do not participate in the health care plan shall be eligible for a one-time payment of \$500.00, subject to required withholdings.

This payment is in effect for the 2009-10 school year only. Payment shall be issued prior to the end of October 2009.

4.1217 Spouse Coverage

- (A) When both the husband and wife are Members, either one family plan or two single plans shall be available. The type of policy shall be decided by the Members.
- (B) A Member's spouse who is eligible to receive health insurance coverage through his/her employer must enroll in such plan on at least a single enrollment basis.

A spouse is considered to be eligible for his/her employer's health insurance plan if:

- The access is continuous (i.e., non-seasonal) and reasonable group coverage is available, and
  - The spouse works more than twenty (20) hours in an average work week, and
  - The spouse is not required to pay more than forty five percent (45%) of the premiums
- (C) A spouse shall not be required to enroll in his/her employer provided health insurance plan if the only plan available is a High Deductible Health Plan with a Health Savings Account (HDHP with HSA) (which per IRS rules does not allow for secondary coverage) or the IRS does not allow for secondary coverage for any plan(s) offered by the spouse's employer.

When the spouse has enrolled in a health insurance plan maintained by his/her employer, coverage for the spouse under the Board provided plan shall be limited to secondary coverage when the Member carries a family plan.

The Member shall provide all information required to administer this provision through the enrollment form/process or by completion of the Spousal Determination Form distributed by the Board by August of each year. Failure to provide accurate information may result in the Member having to repay any contributions, premiums, premium reimbursements or claims paid by the Board.

- (D) A Member shall be reimbursed up to \$2,000 annually for the difference in net premium payments from that required of his/her spouse's employer and the payment amounts required by the Board's plan. See addendum.

4.1218 Members enrolled in medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said Members the High Deductible Health Plan (HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the Member will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at 100% by the plan for the balance of the plan year subject to the lifetime maximum.

- 4.1219 Members shall have the option to participate in a limited flexible benefit plan under IRC, Section 125.

Due to establishing Health Savings Accounts for Members effective September 1, 2009, there are some changes to the use of Flexible Spending Account monies that are mandated by the IRS.

Effective September 1, 2009 a Member having an HSA can only use the balance of the Section 125 medical reimbursement funds for vision and dental costs.

A Member can continue to use money designated for dependent care expenses without any changes.

Members who have elected to utilize a Section 125 Plan for calendar year 2009 are still obligated to the full amount of contracted contributions according to IRS rules and regulations.

A Member experiencing a hardship with regards to his/her designated withholdings for the Section 125 for calendar year 2009, may elect to participate in the HDHP without the HSA as defined in Section 4.1218. All Members, including said Member, shall be eligible for a limited flexible benefit plan under IRC, Section 125 in 2010 for vision and dental care expenses as well as dependent care costs. All members participating in limited flexible benefit plans will be eligible for participation in the HDHP with the HSA account subject to other IRS rules eligibility rules effective September 1, 2010.

- 4.1220 If the Board elects to change insurance carriers, the association and Members shall be notified at least sixty (60) days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

For the first year of the HDHP the Board will continue to use Custom Design as its third party administrator (TPA) without any disruption in provider services.

Network Discounts for services will be extended to all services from network providers. The exception may be when a service provider is not within the designated plan network. In such cases, the claim will still be eligible for coverage but the discounts may be less than the in network service providers.

- 4.1221 Health Care Committee

A Health Care Committee composed of one (1) representative from each building appointed by the president of the association, four (4) representatives of the Board and a representatives from other employee groups shall be created and charged with the following responsibilities: reviewing insurance costs, exploring program additions and/or modifications, and examining utilization patterns cost containment options and reviewing any coverage issues that a Member may experience.

During the first plan year for the HDHP with HSA (September 2009 - August 2010), a plan administrator will be employed who will be responsible for answering questions and assisting Members with their HSA accounts. Representatives will attend at least two (2) health insurance committee meetings to apprise the committee Members of the types of questions and assistance that has been provided.

Prior to the start of the second plan year (September 2010 – August 2011) the committee shall consider if it is necessary to continue utilizing the services of a plan administrator.

The insurance committee shall meet quarterly or at the request of any Member of the committee. At the start of each school year the Association President and Treasurer will establish the meeting dates for the year. Cancellation of said meetings will occur only by mutual agreement of the President and Treasurer.

At the first meeting of the school year, the committee shall elect a chairperson and recording secretary. The secretary shall record minutes of all meetings, providing copies to all representatives on the committee.

All decisions of the committee shall be achieved by consensus, i.e., all committee Members present shall agree with the decision. At least five (5) Members must be present before decisions can be made.

The committee shall regularly be provided with insurance data, including enrollment levels, claims paid versus premiums and such other data as deemed necessary to facilitate the committee's decisions.

In addition to representatives from the contracted health services companies and the Board's insurance broker, the Board and the MEA may have a consultant of its choice attend any committee meeting provided that advance notice is provided to the other party. In addition, the committee shall be authorized to utilize the services of any consultant/advisor, subject to prior approval from the Board for any associated costs.

Information regarding an individual Member's claims shall be kept confidential to the maximum extent practical and in compliance with HIPPA regulations.

Each year the committee shall be informed, as soon as possible, of the anticipated level of premiums for the succeeding benefit year. The committee shall consider exploring program additions and/or modifications and cost containment options in an effort to keep premium increases below 10%. The committee shall finalize and submit its recommendations to the Board and the association by June 30<sup>th</sup> of each year.

Any changes or modification in coverage and program design, shall not be implemented until approved by the association and the Board. If both parties do not approve the committee's recommended changes, then the plan will continue unchanged for the succeeding benefit year.

4.13

DENTAL INSURANCE

- 4.131 Dental insurance coverage is available to all Members.
- 4.132 The Board shall pay an amount equal to one hundred percent (100%) of single or family plan.
- 4.133 Coverage shall be as follows:
- (A) Dental benefits are paid on a usual, customary and reasonable basis.
  - (B) Basic dental benefits are paid accordingly:
    - (1) 100% - Preventive and diagnostic (deductible waived)
    - (2) 80% - Oral surgery, basic restorative, endodontics and periodontics
    - (3) 60% - Major restorative
    - (4) 60% - Orthodontia
  - (C) Deductible:
    - (1) Single - \$25 per calendar year
    - (2) Family - \$50 per calendar year
  - (D) Basic dental maximum - \$1,500 per calendar year
  - (E) Orthodontic maximum - \$2,500 (to age 19)
  - (F) Full-time, unmarried students covered from beyond age 19 to age 25
- 4.134 If the Board elects to change insurance carriers, the association and Members shall be notified at least sixty (60) calendar days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

STUDENT TUITION CHARGE

Any Member hired before September 5, 2006, who resides outside of the Mason City School District may choose to enroll his/her children in the Mason City Schools. Attendance of a Member's child(ren) shall be free of tuition charges.

Any Member hired after September 5, 2006, who resides outside of the Mason City School District may choose to enroll his/her children in the Mason City Schools free of tuition charge for up to two (2) school years. Following two years of attendance, if the Member continues to reside outside the Mason City School District, he/she shall pay the difference of the tuition cost (established by the Department of Education) and the state funding for the individual child.

SALARY SCHEDULES

MCS-105

**MASON CITY SCHOOL DISTRICT  
CERTIFIED SALARY SCHEDULE  
2009-2010 SCHOOL YEAR**

Base Salary 36,484

Step	Index	Bachelor Salary		150 Hours Salary		Masters Salary		Masters +15 Salary		Masters+30 Salary
		Scale	Index	Scale	Index	Scale	Index	Scale	Index	Scale
0	1.0000	36,484	1.0500	38,308	1.1000	40,132	1.1250	41,045	1.1500	41,957
1	1.0475	38,217	1.1010	40,169	1.1560	42,176	1.1860	43,270	1.2160	44,365
2	1.0950	39,950	1.1520	42,030	1.2120	44,219	1.2470	45,496	1.2820	46,772
3	1.1425	41,683	1.2030	43,890	1.2680	46,262	1.3080	47,721	1.3480	49,180
4	1.1900	43,416	1.2540	45,751	1.3240	48,305	1.3690	49,947	1.4140	51,588
5	1.2375	45,149	1.3050	47,612	1.3800	50,348	1.4300	52,172	1.4800	53,996
6	1.2850	46,882	1.3560	49,472	1.4360	52,391	1.4910	54,398	1.5460	56,404
7	1.3325	48,615	1.4070	51,333	1.4920	54,434	1.5520	56,623	1.6120	58,812
8	1.3800	50,348	1.4580	53,194	1.5480	56,477	1.6130	58,849	1.6780	61,220
9	1.4275	52,081	1.5090	55,054	1.6040	58,520	1.6740	61,074	1.7440	63,628
10	1.4750	53,814	1.5600	56,915	1.6600	60,563	1.7350	63,300	1.8100	66,036
11	1.5225	55,547	1.6110	58,776	1.7160	62,607	1.7960	65,525	1.8760	68,444
12	1.5700	57,280	1.6620	60,636	1.7720	64,650	1.8570	67,751	1.9420	70,852
13	1.6175	59,013	1.7130	62,497	1.8280	66,693	1.9180	69,976	2.0080	73,260
14	1.6650	60,746	1.7640	64,358	1.8840	68,736	1.9790	72,202	2.0740	75,668
17	1.7125	62,479	1.8150	66,218	1.9400	70,779	2.0400	74,427	2.1400	78,076
20	1.7600	64,212	1.8660	68,079	1.9960	72,822	2.1010	76,653	2.2060	80,484
23	1.8075	65,945	1.9170	69,940	2.0520	74,865	2.1620	78,878	2.2720	82,892
27	1.8550	67,678	1.9680	71,801	2.1080	76,908	2.2230	81,104	2.3380	85,300

\*For the Masters +15 and +30 Columns:

Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions	\$18.56 per hour
Outdoor Education	\$123.80 per night
Summer School	BA 1 -- \$27.54 per hour

**MASON CITY SCHOOL DISTRICT  
CERTIFIED SALARY SCHEDULE  
2010-2011 SCHOOL YEAR**

Base Salary 37,396

Step	Index	Bachelor Salary		150 Hours Salary		Masters Salary		Masters +15 Salary		Masters +30 Salary
		Scale	Index	Scale	Index	Scale	Index	Scale	Index	Scale
0	1.0000	37,396	1.0500	39,266	1.1000	41,136	1.1250	42,071	1.1500	43,005
1	1.0475	39,172	1.1010	41,173	1.1560	43,230	1.1860	44,352	1.2160	45,474
2	1.0950	40,949	1.1520	43,080	1.2120	45,324	1.2470	46,633	1.2820	47,942
3	1.1425	42,725	1.2030	44,987	1.2680	47,418	1.3080	48,914	1.3480	50,410
4	1.1900	44,501	1.2540	46,895	1.3240	49,512	1.3690	51,195	1.4140	52,878
5	1.2375	46,278	1.3050	48,802	1.3800	51,606	1.4300	53,476	1.4800	55,346
6	1.2850	48,054	1.3560	50,709	1.4360	53,701	1.4910	55,757	1.5460	57,814
7	1.3325	49,830	1.4070	52,616	1.4920	55,795	1.5520	58,039	1.6120	60,282
8	1.3800	51,606	1.4580	54,523	1.5480	57,889	1.6130	60,320	1.6780	62,750
9	1.4275	53,383	1.5090	56,431	1.6040	59,983	1.6740	62,601	1.7440	65,219
10	1.4750	55,159	1.5600	58,338	1.6600	62,077	1.7350	64,882	1.8100	67,687
11	1.5225	56,935	1.6110	60,245	1.7160	64,172	1.7960	67,163	1.8760	70,155
12	1.5700	58,712	1.6620	62,152	1.7720	66,266	1.8570	69,444	1.9420	72,623
13	1.6175	60,488	1.7130	64,059	1.8280	68,360	1.9180	71,726	2.0080	75,091
14	1.6650	62,264	1.7640	65,967	1.8840	70,454	1.9790	74,007	2.0740	77,559
17	1.7125	64,041	1.8150	67,874	1.9400	72,548	2.0400	76,288	2.1400	80,027
20	1.7600	65,817	1.8660	69,781	1.9960	74,642	2.1010	78,569	2.2060	82,496
23	1.8075	67,593	1.9170	71,688	2.0520	76,737	2.1620	80,850	2.2720	84,964
27	1.8550	69,370	1.9680	73,595	2.1080	78,831	2.2230	83,131	2.3380	87,432

\*For the Masters +15 and +30 Columns:  
Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions	\$19.02 per hour
Outdoor Education	\$126.90 per night
Summer School	BA 1 -- \$28.23 per hour

**MASON CITY SCHOOL DISTRICT  
 CERTIFIED SALARY SCHEDULE  
 2011-2012 SCHOOL YEAR**

Base Salary 38,331

Step	Index	Bachelor Salary		150 Hours Salary		Masters Salary		Masters +15 Salary		Masters +30 Salary
		Scale	Index	Scale	Index	Scale	Index	Scale	Index	Scale
0	1.0000	38,331	1.0500	40,248	1.1000	42,164	1.1250	43,122	1.1500	44,081
1	1.0475	40,152	1.1010	42,202	1.1560	44,311	1.1860	45,461	1.2160	46,610
2	1.0950	41,972	1.1520	44,157	1.2120	46,457	1.2470	47,799	1.2820	49,140
3	1.1425	43,793	1.2030	46,112	1.2680	48,604	1.3080	50,137	1.3480	51,670
4	1.1900	45,614	1.2540	48,067	1.3240	50,750	1.3690	52,475	1.4140	54,200
5	1.2375	47,435	1.3050	50,022	1.3800	52,897	1.4300	54,813	1.4800	56,730
6	1.2850	49,255	1.3560	51,977	1.4360	55,043	1.4910	57,152	1.5460	59,260
7	1.3325	51,076	1.4070	53,932	1.4920	57,190	1.5520	59,490	1.6120	61,790
8	1.3800	52,897	1.4580	55,887	1.5480	59,336	1.6130	61,828	1.6780	64,319
9	1.4275	54,718	1.5090	57,841	1.6040	61,483	1.6740	64,166	1.7440	66,849
10	1.4750	56,538	1.5600	59,796	1.6600	63,629	1.7350	66,504	1.8100	69,379
11	1.5225	58,359	1.6110	61,751	1.7160	65,776	1.7960	68,842	1.8760	71,909
12	1.5700	60,180	1.6620	63,706	1.7720	67,923	1.8570	71,181	1.9420	74,439
13	1.6175	62,000	1.7130	65,661	1.8280	70,069	1.9180	73,519	2.0080	76,969
14	1.6650	63,821	1.7640	67,616	1.8840	72,216	1.9790	75,857	2.0740	79,498
17	1.7125	65,642	1.8150	69,571	1.9400	74,362	2.0400	78,195	2.1400	82,028
20	1.7600	67,463	1.8660	71,526	1.9960	76,509	2.1010	80,533	2.2060	84,558
23	1.8075	69,283	1.9170	73,481	2.0520	78,655	2.1620	82,872	2.2720	87,088
27	1.8550	71,104	1.9680	75,435	2.1080	80,802	2.2230	85,210	2.3380	89,618

\*For the Masters +15 and +30 Columns:  
 Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions	\$19.50 per hour
Outdoor Education	\$130.07 per night
Summer School	BA 1 -- \$28.94 per hour

**SECTION 5**  
**Forms**

**GRIEVANCE FORMS**

MCS-533 Step I, Principal  
MCS-534 Step II, Superintendent  
MCS-535 Step III, Arbitration

**LEAVE FORMS**

MCS-501 Absence From Duty Form  
MCS-503 Request to Attend Professional Meeting  
MCS-504 Personal Leave Form  
MCS-602 Tuition Reimbursement Request

**ADDENDUM**

Spouse Health Insurance Coverage  
Job Sharing Employee Cost

**MASON CITY SCHOOLS**  
**GRIEVANCE FORM**  
(This form consists of three pages)

**Step I - Principal**

Name(s) of Grievant \_\_\_\_\_ Date Submitted \_\_\_\_\_

Type of Grievance    \_\_\_ Individual        \_\_\_ Group        \_\_\_ Association

Statement of Grievance (attach additional page if needed) \_\_\_\_\_

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Relief Sought (attach additional page if needed) \_\_\_\_\_

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Date on which informal discussion occurred with principal \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

.....

Hearing Date \_\_\_\_\_  
(within 7 days after receipt of grievance)

Step I Response (within 7 days after hearing): \_\_\_\_\_

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\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

cc: Grievant  
Association  
Superintendent

**Step II – Superintendent**

**The purpose of this form is to appeal the grievance to Level II, Superintendent.**

Date of Appeal \_\_\_\_\_  
(filed within 7 days of receipt of decision at Step I)

Signature of Grievant \_\_\_\_\_

.....  
Hearing Date \_\_\_\_\_  
(within 7 days after receipt of appeal)

**Step II Response**  
(within 7 days after hearing)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee

\_\_\_\_\_  
Date

cc: Grievant  
Principal  
Superintendent

**Step III - Arbitration**

**The purpose of this form is to appeal the grievance to Step III, Arbitration.**

Date of Appeal \_\_\_\_\_  
(filed within 7 days of receipt of decision of Step II)

Signature of Grievant \_\_\_\_\_

Signature of Association President \_\_\_\_\_

.....

**Mason City Schools**  
***Absence From Duty Form***

Employee's Name: \_\_\_\_\_ Bldg: \_\_\_\_\_

**- REASON FOR USE OF LEAVE -**

1. SICK LEAVE (see explanation on back)

Personal Illness/Injury ( A )

Illness or Death in Immediate Family ( B )

Relationship: \_\_\_\_\_

Illness or Death of Other ( C )

Relationship: \_\_\_\_\_

2. PERSONAL LEAVE

6. ASSOCIATION LEAVE

3. PROFESSIONAL LEAVE

7. ASSAULT LEAVE

4. JURY DUTY

8. VACATION LEAVE

5. DOCK/UNPAID

If more than five (5) days of sick leave was taken, please provide the following information:

Name of Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Total number of days on leave: \_\_\_\_\_ days

List Dates Absent: \_\_\_\_\_

Approved

\_\_\_\_\_  
Signature of Employee

Not Approved

\_\_\_\_\_  
Signature of Principal/Supervisor

Bd Mtg. \_\_\_\_\_

MCS-503  
Rev. 1/98

MASON CITY SCHOOLS

**REQUEST TO ATTEND PROFESSIONAL MEETING**

**TO BE COMPLETED BY EMPLOYEE**

Name(s) \_\_\_\_\_ Date of Request \_\_\_\_\_

\_\_\_\_\_

Date of Meeting \_\_\_\_\_ Sponsor of Meeting \_\_\_\_\_

Short Description of Meeting

\_\_\_\_\_

\_\_\_\_\_

Estimated Expenses:	
Lodging	_____
Meals	_____
Travel	_____
Registration Fees	_____
Other	_____
TOTAL	_____

Check One:	
<input type="checkbox"/>	Teacher Initiated
<input type="checkbox"/>	Administrative Directed

A Request for Reimbursement Form should be filed following the meeting or workshop.

Original receipts must be attached to the reimbursement form. Payment is made around the 15<sup>th</sup> of the month following submission.

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**TO BE COMPLETED BY PRINCIPAL or SUPERVISOR**

RECOMMENDS

DOES NOT RECOMMEND

\_\_\_\_\_

Signature of Principal/Supervisor

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**TO BE COMPLETED BY ASSISTANT SUPERINTENDENT**

APPROVES

DISAPPROVES

\_\_\_\_\_

Signature of Assistant Superintendent

REMARKS:

**MASON CITY SCHOOLS  
PERSONAL LEAVE REQUEST FORM**

The undersigned is hereby making application for the use of personal leave as provided in the Ohio Revised Code 3319.142 and the Collective Bargaining Agreement.

**TO BE COMPLETED BY EMPLOYEE**

Date Submitted: \_\_\_\_\_

Print Name: \_\_\_\_\_

Building: \_\_\_\_\_

I hereby request personal leave for \_\_\_\_\_

Date(s)

I certify that this request is in compliance with the Collective Bargaining Agreement and/or Ohio Revised Code, and does not exceed a total of three personal days; is not being used the day immediately following or preceding a holiday or other break; is not being used immediately before or immediately after an unpaid work day; and (certified only) a) not on the last student day of the school year; b) not during the first ten days of the school year; and c) not on a Monday or Friday that falls after April 30 (unless approved beforehand).

\_\_\_\_\_  
Signature of Employee

-----

**TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR**

**This request for Personal leave is**

**APPROVED**

**DISAPPROVED**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Principal or Supervisor**

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**FOLLOW-UP BY BUILDING SECRETARY**

**Copy of signed form returned to staff Member on this date:** \_\_\_\_\_

## MASON CITY SCHOOLS TUITION REIMBURSEMENT REQUEST

Staff Member's Name \_\_\_\_\_

Building Assignment \_\_\_\_\_

Date \_\_\_\_\_

**I. DIRECTIONS FOR APPLYING**

- A. Tuition reimbursement is for coursework taken from September 1<sup>st</sup> through August 31<sup>st</sup>, at the rate for that given year.
- B. All tuition reimbursement requests must be received by the Assistant Superintendent of Human Resources no later than September 15<sup>th</sup>.
- C. Requests are encouraged, but not required.
- D. Send reimbursement request to: Dave Allen, Assistant Superintendent of Human Resources, Mason City Schools, 211 North East St., Mason, OH 45040.

**II. ATTACHMENTS REQUIRED**

- A. One (1) copy of grade report or transcript. Highlight courses for which you are applying for reimbursement.
- B. Receipt of payment. If vouchers were purchased, proof of payment must be included.
- C. University/College's description of course(s) (i.e. from Registration Catalog, Course Syllabus, etc.)

***Application cannot be processed unless all three attachments are included.***

**III. COURSEWORK APPLICATION**

Name of Course	# of Hours	Check One		Total Cost	<b>For Office Use Only</b>	
		Sem.	Qtr.		<i>Approved</i>	<i>Disapproved</i>

**NOTE: Coursework for reimbursement must be in the field of education in general, or the Member's certification/teaching area. A maximum of 9 semester or 13.5 quarter hours may be used for reimbursement in any given year.**

**COMMENTS: For Office Use Only**

  
  

\_\_\_\_\_

Date \_\_\_\_\_ Assistant Superintendent of Human Resources' Signature

**REVIEWED FOR PAYMENT: For Office Use Only**

Amount Paid For Approved Courses \_\_\_\_\_

Percentage of Total Cost \_\_\_\_\_

Percentaged Reimbursement \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Treasurer's Signature

**DURATION**

4.17 All provisions of this agreement shall be in force and effect from July 1, 2009 through June 30, 2012.

Brenda Mendenhall, MEA President \_\_\_\_\_ Date \_\_\_\_\_

Audrey Gorman, MEA Vice President \_\_\_\_\_ Date \_\_\_\_\_

Karrie Eddy, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Randy Doughman, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Dee Dee Messer, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Renee Begley, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Shawna Bender, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Lori Ihle, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Elizabeth Weddle, Association Team Member \_\_\_\_\_ Date \_\_\_\_\_

Marla Bell, OEA Representative \_\_\_\_\_ Date \_\_\_\_\_

Richard Gardner, Treasurer \_\_\_\_\_ Date \_\_\_\_\_

Marianne Culbertson, Board Team Member \_\_\_\_\_ Date \_\_\_\_\_

Debbie Delp, Board Team Member \_\_\_\_\_ Date \_\_\_\_\_

Dave Allen, Assistant Superintendent  
of Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Kevin L. Bright, Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Michael L. Brannon, Assistant Superintendent  
of Operations \_\_\_\_\_ Date \_\_\_\_\_

William Deters, Attorney \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM**  
**Spouse Health Insurance**

**As a means to explain Article 4.1217 Spouse Health Insurance coverage, the following examples are provided:**

1. A member participating in a family plan with Mason City Schools who **has a spouse but no children** whose spouse is eligible for insurance coverage through his/her employer but is not taking such coverage?

Spouse must take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually, less the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

2. A member holding a single plan who **has a spouse but no children** whose spouse is taking health insurance coverage through his/her employer?

Spouse must continue to take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually, less the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

3. A member holding a family plan who **has a spouse and eligible children** whose spouse is eligible for insurance coverage through his/her employer but is not taking such coverage?

Spouse must take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually. If the children become ineligible for medical coverage under Mason City School's health plan, then the reimbursement amount is reduced by the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

4. A member holding a family plan who **has a spouse and eligible children** whose spouse is taking health insurance coverage through his/her employer?

Spouse must continue to take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually. If the children become ineligible for medical coverage under Mason City School's health plan, then the reimbursement amount is reduced by the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

**ADDENDUM**

**Job Sharing Employee Costs**

As a means to explain Article 2.264 (F), the following examples are provided for the Plan Year beginning September 1, 2009. Job Share employee costs will be updated each Plan Year.

<b>Family Coverage For Both</b>				
Total Cost	\$ 15,410.44			
Employee Deductible	1,000.00			
District Cost	<u>\$ 14,410.44</u>			
	#1	#2	Total	
Total Cost	\$ 15,410.44	\$ 15,410.44	\$ 30,820.88	
Employee Deductible	1,000.00	1,000.00	2,000.00	
Balance	\$ 14,410.44	\$ 14,410.44	\$ 28,820.88	
Premium Shared	7,205.22	7,205.22	14,410.44	
Net District Cost			<u>\$ 14,410.44</u>	
Employee Premiums/Pay	\$ 300.22	\$ 300.22		
<b>Single Coverage For Both</b>				
Total Cost	\$ 6,804.37			
Employee Deductible	500.00			
District Cost	<u>\$ 6,304.37</u>			
	#1	#2	Total	
Total Cost	\$ 6,804.37	\$ 6,804.37	\$ 13,608.74	
Employee Deductible	500.00	500.00	1,000.00	
Balance	\$ 6,304.37	\$ 6,304.37	\$ 12,608.74	
Premium Shared			-	
Net District Cost			<u>\$ 12,608.74</u>	
Employee Premiums/Pay	\$ -	\$ -		
<b>Family and Single Shared Pro-Rata</b>				
Total Cost	\$ 15,410.44			
Employee Deductible	1,000.00			
District Cost	<u>\$ 14,410.44</u>			
	#1 (Single)	#2 (Family)	Total	
Total Cost	\$ 6,804.37	\$ 15,410.44	\$ 22,214.81	
Employee Deductible	500.00	1,000.00	1,500.00	
Balance	\$ 6,304.37	\$ 14,410.44	\$ 20,714.81	
Premium Shared	1,918.68	4,385.69	6,304.37	30.43%
Net District Cost			<u>\$ 14,410.44</u>	
Employee Premiums/Pay	\$ 79.95	\$ 182.74		