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STATE EMPLOYMENT
RELATIONS BOARD

2009 APR 27 P 12: 59

MASTER AGREEMENT

between the

**MCCOMB LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**MCCOMB TEACHERS
EDUCATION ASSOCIATION**

July 1, 2009 through June 30, 2012

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ARTICLE I – NEGOTIATIONS PROCEDURES

A. RECOGNITION

The Board recognizes the McComb Teachers Education Association, an affiliate of the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association, as the sole and exclusive representative of all certificated/licensed personnel employed by the Board under regular contract, full or part-time, for the purpose of collective bargaining as defined in Chapter 4117 Ohio Revised Code. The Board agrees not to negotiate with any teachers' organization other than the MTEA for the duration of this agreement.

Specifically excluded from the bargaining unit are all supervisors and management-level employees as defined in Ohio Revised Code 4117.01 (F) and (K) which includes, but is not limited to, the Superintendent and all principals.

DEFINITIONS

1. Association – The McComb Teachers Education Association and/or Ohio Education Association/Northwestern Ohio Education Association and the National Education Association, the sole and exclusive representatives for the teachers of McComb School District.
2. M.T.E.A. – McComb Teachers Education Association.
3. Board – McComb Local Board of Education.
4. Employer – McComb Local Board of Education.
5. Employee – A member of the MTEA bargaining unit.
6. Bargaining Unit – All employees listed in the recognition section of this Agreement.
7. District – The Board or employer known as the McComb Local Schools.
8. Days – Calendar days except as defined in the grievance procedure.
9. Bargaining Unit Work – All work performed by bargaining unit members.

B. SCOPE OF NEGOTIATIONS

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

C. REQUEST FOR NEGOTIATIONS

1. If either of the parties desires to open negotiations on changes in salaries or other terms and conditions of employment, it shall notify the other party in writing in January. This notification shall include the date of writing and the signature of the individual making the request. Notification from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.
2. Within ten (10) working days after receipt of such notice an initial meeting will be scheduled for the purpose of permitting both parties to submit items for negotiations. Proposals for negotiations shall be written and in detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter neither party shall submit additional items without mutual consent.

D. NEGOTIATIONS MEETINGS

The initial meeting must be within fifteen (15) days after the request to open negotiations has been submitted unless time lines are extended by both parties. Future meeting times and dates will be set before any meeting is recessed. All negotiation meetings shall be in executive session unless mutually agreed by both parties. If mutually agreed, the parties may agree to enter into expedited compact bargaining and agree that if no settlement is reached after compact bargaining that the parties will be at impasse and will follow the procedures outlined in Section H below.

E. REPRESENTATION

1. Representatives of both parties agree to negotiate in "good faith." Neither party shall have any control over the selection of representatives of the other party. Each team shall be limited to a maximum of five (5) members.
2. Either party may call upon an attorney or consultant. The costs of such consultants shall be absorbed by the requesting party.
3. The parties may appoint joint study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be shared equally by the Board and the Association.

F. NEWS RELEASES

No news releases or statements to the media shall be made during the negotiations and/or expedited compact bargaining process unless by mutual agreement. If, however, a state of impasse is reached, the requirement of mutual news releases shall no longer apply.

G. AGREEMENT

1. As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall not be construed as final agreement until all items have been initialed.
2. When tentative agreement has been reached on all items, the package will be presented to the Association within ten days for ratification and to the Board for approval at the next regular Board meeting, unless the Board calls a special meeting which could be held at an earlier date.
3. When ratified by the Association and approved by the Board, the items shall be signed by the President of the Association and the President of the Board and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute revisions of the Master Agreement.

H. DISPUTE RESOLUTION PROCEDURE

1. Within five (5) days of impasse, a mediator shall be obtained through the Federal Mediation and Conciliation Service, according to their voluntary rules and regulations.
2. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in ORC 4117.14.
3. If mediation fails, the teachers may exercise their rights under ORC 4117.14(D)(2).

ARTICLE II – GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance – An alleged violation, misapplication, or misinterpretation of the Master Agreement.

Days – Actual working school days.

Grievant – An employee, a group of employees, or the Association.

B. PROCEDURAL STEPS

Informal Step

1. Within ten days following an incident giving rise to a grievance, the teacher shall first discuss the matter, with or without a representative. This discussion will be with a principal and/or the Superintendent, whichever is appropriate.

Step I

2. If the grievance is not mutually resolved within five (5) days after the discussion at the informal step, the grievant may, within twenty days following the incident giving rise to the grievance, present to the principal and/or Superintendent a written claim on Appendix 'G'. Within five days after receipt of such claim, the principal and/or Superintendent shall indicate the disposition of the grievance by completing the appropriate portion of the grievance form and returning one copy to the Superintendent, one copy to the grievant, and one copy to the Association President.

Step II

3. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may, within five (5) days after receipt of the disposition above, submit the grievance to the Superintendent. The grievant shall have the right to request a hearing before the Superintendent. A hearing shall be conducted within five (5) days after receipt of the grievance. The grievant shall have the option of representation when the grievance is discussed with the Superintendent. If desired by the grievant, this representative may speak on behalf of the grievant. The Superintendent shall answer the grievance within five (5) days after the hearing. The disposition and reason for the disposition will be sent in writing to the grievant, the principal and the Association President.

Step III

4. If the grievant is not satisfied with the disposition of the grievance through Step II, he/she may, within five (5) days following the receipt of such disposition, submit the grievance to the Board. Upon receipt of the grievance, a date will be set for the hearing and notification will be made to the grievant as to the time and place of such hearing. This hearing must take place no later than the next regular board meeting or within ten (10) days. The disposition by the Board and the reasons therefore will be given in writing within five (5) days of the hearing with copies sent to the Superintendent, the building principal, the grievant and the Association President.

Step IV

5. If the grievant is not satisfied with the disposition of the grievance in Step III, the grievant, with the approval of the MTEA, may request that the grievance be submitted for arbitration. Such request shall occur within fifteen (15) working days following the receipt of the Board's disposition. An arbitrator shall be selected in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties to this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Any cost or expense will be borne by the party that incurs the expense, except the costs and services of the American Arbitration Association and the expenses of the arbitrator shall be equally shared by the Board and the Association.

C. GENERAL PROVISIONS OR CONDITIONS

1. The number of days indicated at each step is considered a maximum. However, the time limits may be extended by a written mutual agreement.
2. If no response to a grievance is made within the stipulated time limits, the grievant may, within ten (10) days of the deadline for such response, file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified above for each step, then the grievance shall be considered waived at such point.
3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance at Step II.
4. Hearings shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the teacher or teachers involved, except as may be arranged with the approval of the administrator involved. A teacher engaged during the school day on behalf of the Association in a hearing shall be released from regular duties without loss of salary.
5. A grievant may be represented by an individual of his/her choice. A representative of the MTEA may be present at any hearing held relative to the processing of a grievance under the procedure as outlined above.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

D. GRIEVANCE FORM

The grievance form is Appendix 'G'.

ARTICLE III – LEAVES (PAID AND UNPAID)

A. SICK LEAVE

1. Sick leave credit earned
 - a. Each full-time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth days for each completed month of service as complies with state minimum requirements. These days of sick leave shall be cumulative up to two hundred twenty-seven (227) days for 2009-2010, two hundred twenty-eight (228) days for 2010-2011, and two hundred twenty-nine (229) days for 2011-2012. Those who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
 - b. Each full-time employee shall have five (5) days of sick leave available at the beginning of employment. If an employee uses all or part of the five (5) days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned.
 - c. Any employee may transfer sick leave days accumulated while employed in other Ohio public service positions or public schools. Credit for up to a maximum of two hundred twenty (220) days of sick leave will be accepted upon presentation by the employee of certification of such days.
 - d. Sick leave accumulation shall appear on each check stub, if possible.
2. Sick leave credit used
 - a. Sick leave credit shall be deducted upon use in terms of full days or half days.
 - b. Employees may use sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. For the purposes hereof, the term "immediate family" shall mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchild, guardian, or person whose legal residence is the same household.

- c. For less immediate relatives – uncle, aunt, nephew, niece, cousin, one day sick leave shall be allowed to attend the funeral. One day of sick leave may be allowed to attend the funeral of a friend if approved by the Superintendent. Additional days may be granted upon approval by the Superintendent.
- d. An employee under a regular contract may, at the time of retirement from active service under the State Teachers Retirement System, elect to be paid for a portion of his/her unused accumulated sick leave in the form of severance pay.
- e. When an employee knows in advance that he/she must use sick leave for an extended period of time, the employee shall be responsible for preparing lesson plans for a two-week period of time. The substitute teacher shall be responsible for lesson plans beyond two weeks, for all paper grading, and for any other duties normally performed by the regular employee.
- f. A member will not be required to utilize the Family Medical Leave Act (FMLA) leave concurrently with sick leave.

B. PERSONAL LEAVE

- 1. All bargaining unit members shall be entitled to three (3) days of unrestricted personal leave per year. Use of these personal days shall result in no loss of pay nor shall these days be deducted from the employee's sick leave. Personal leave usage is subject to the following conditions, unless special approval is granted by the Superintendent:
 - a. Not more than ten percent (10%) of bargaining unit members can take a personal leave day on any one day.
 - b. No member will be approved for personal leave during the first five (5) days of the school year or the last five (5) days of the school year.
 - c. Written notice requesting personal leave should be given to the building principal not less than three (3) days prior to the requested personal leave day, except in an emergency.
 - d. Only one day (one time) per year may be used before or after a holiday.
 - e. A bargaining unit member may take up to three (3) days consecutively, but not before or after a holiday.
 - f. Each bargaining unit member will be allowed only one (1) day of personal leave in the month of May.

2. Personal leave may be taken in one-half day or full day blocks of time. Part-time employees will be granted half the amount of personal leave days a full-time employee is allotted. They may only take their allotted days in one-half (1/2) day blocks of time.
3. Request for personal leave must be made on the form in Appendix 'E'.
4. Any member not using any personal leave days during the school year will be paid a stipend equal to the pay of a substitute teacher for each day of unused personal leave each year. Payment will be made the last pay in July. The Association President will be notified of the amount of substitute pay at the beginning of each year and/or every time the pay schedule is adjusted.
5. The Superintendent may approve other requests notwithstanding the above requirements based upon the unique and special circumstances in the request.

C. PROFESSIONAL LEAVE

1. Teachers will be approved a leave of absence for up to one (1) day during the life of this negotiated agreement to attend professional meetings and/or workshops relating to their area of assignment without the loss of pay. However, additional leave days or numbers of persons granted leave may be approved by the Superintendent or his/her designee. Workshops attended should relate to the subject area of the teacher, and information gained from the meetings may be shared with the faculty and the Board in the form of a written or oral report.
2. Notice of planned attendance shall be submitted in writing to the principal and Superintendent ten (10) days prior to the date of absence.
3. Itemized receipts and expenses must be submitted in writing to the Treasurer prior to receiving reimbursements. Category Definition and Reimbursement Schedule:

Category A

Where an employee has been invited to serve in an official capacity at regional, state or national professional meetings, or where an employee has been directed by the local Superintendent to attend a professional meeting. These days do not count against the teacher's day(s) of guaranteed approval.

Reimbursement:

- a. Provide and pay for substitute, if needed.
- b. Pay mileage expenses for automobile travel in the amount of the IRS rate in effect as of July 1 each year.

- c. Pay for bus, train, or plane fare whichever is judged as the most satisfactory means of transportation.
- d. Pay actual cost of food and lodging.
- e. Pay actual costs for registration.

Category B

Where attendance is designed to benefit the employee and the school system, but where the school administration has not specifically requested this attendance. These days are specifically teacher choice.

Reimbursement:

- a. Provide and pay for substitute, if needed.
 - b. Pay mileage expenses for travel in the amount of the IRS rate in effect as of July 1 each year, not to exceed 500 miles total reimbursement. (For example, if the conference was 450 miles away, based on the 1997 IRS rate of 31.5 cents per mile, the reimbursement would be a maximum of \$141.75 for automobile or airline travel.) Additional mileage reimbursement may be approved at the discretion of the Superintendent.
 - c. Pay actual amount of the room at the conference center per day and actual food not to exceed forty (\$40) per day. If conference does not provide housing facilities, maximum housing reimbursement will be seventy (\$70) per night.
 - d. Pay actual cost of registration.
4. Professional leave shall be considered to any teacher who is attending at his/her own expense. The Board will pay the substitute.
 5. The total number of professional leave days granted for teacher initiated requests (Category B) during the term of this Agreement shall be a minimum of 225 days.

D. BUILDING LEAVE

Building leave will be granted if approved by the Superintendent for the following assigned activities:

- a. Teachers accompanying students on field trips, competing in academic contests and/or being recognized for academic or social accomplishments.
- b. Curriculum development.

- c. Committee assignments.
- d. Any other event(s) approved at the discretion of the Superintendent.

E. ASSOCIATION LEAVE

The Association shall be granted up to six (6) days per year for Association leave. The leave may be used to conduct Association business and may be used by the President or his/her designee. Notice shall be given to the Superintendent at least two (2) weeks in advance. Additional days may be approved by the Superintendent.

F. LEAVE OF ABSENCE (Unpaid)

1. A teacher, after five (5) years of successful experience in the district, will be granted a one (1) year leave of absence for the following reasons:
 - a. Personal illness
 - b. Physical or Mental Disability
 - c. Maternity/Paternity/Adoption
2. A teacher, after five (5) years of successful experience in the District, may be granted a one (1) year leave of absence without pay for the following reasons:
 - a. Continuing Education (must be a full-time student as defined by the college of attendance).
 - b. Any other reason the Board may deem appropriate.
3. Teachers with less than five (5) years of experience in the District may be granted a one (1) year leave of absence without pay for reasons mentioned in paragraphs 1 and 2 above, upon approval by the Board.
4. Except in case of illness, disability, maternity, paternity, and adoption, all requests must be made in writing to the Superintendent before June 1. Leaves requested after June 1 may be granted at the Board's discretion. A notification of request because of pregnancy should be made as soon as possible before expected birth.
5. If the teacher desires, insurance benefits normally provided by the Board will be continued during the period of leave, at the expense of the teacher on leave.

G. JURY DUTY LEAVE

1. Permission to be absent from school for jury duty shall be granted teachers, provided the request is received in writing by the Superintendent. A teacher shall receive regular pay based upon their daily rate if the money received for the Jury Duty is paid to the school treasurer.
2. Time taken off for jury services shall not be charged against any other leave.

H. MILITARY DUTY

Members of the National Guard, or the Active or In-Active Reserves may be called into state or federal service. The Board of Education will pay the difference between what is earned while on active duty and the pay of the employee for up to thirty-one (31) days, and provide insurance benefits, but in no case will the total pay be more than what is earned as an employee of the Board of Education. This policy will pertain only to teacher days within the school year.

In accordance with ORC 3319.14, a military leave of absence will be granted to any member of the bargaining unit who is called to active duty with any branch of service of the United States. Upon returning, the bargaining unit member shall be reemployed under the same type of contract as he/she last held in the District. Upon application, the teacher shall be reemployed at the first of the next school semester. For the purposes of seniority and placement on the salary schedule, years of absence shall be counted as though teaching service had been performed during such time.

I. ASSAULT LEAVE

An employee may be absent from duty due to an assault which occurs in the course of employment.

In order to qualify for assault leave, which shall not be charged against sick leave, or against other leave granted under Section 3319.08 of the Revised Code, the following guidelines should be observed:

1. The incident, resulting in the absence due to the physical or psychological disability of the employee to perform duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of employment with the Board.
2. The determination as to whether the physical or psychological disability is a result of an assault which occurred in the course of Board employment shall be made by the Board. However, the employee must secure from a certified physician for physical disability or from a psychiatrist for psychological disability a written statement as to the injuries sustained in any assault claimed as a basis for assault leave. It is preferable that the employee's own personal practitioner make this

determination. The past history of the employee's physical condition must be considered.

3. If there is, indeed, a physical or psychological disability resulting from an assault which occurred in the course of employment, the period of time the employee will be maintained on a full pay status shall not exceed ninety (90) school days.
4. The return to duty of any employee on authorized assault leave shall be predicated on the establishment by the employee of his/her fitness to return to duty. The Board shall make a determination based on a licensed physician's statement stating the employee may return to duties similar to those duties performed prior to the assault.
5. All earnings paid to an employee under an authorized assault leave shall be in lieu of lost-time benefits payable under Workers' Compensation Insurance.

J. SABBATICAL LEAVE

The Board may grant sabbatical leave in accordance with ORC 3319.131.

K. UNPAID LEAVE OF ABSENCE

Unpaid leave of absence may be granted for special leaves as approved by the Superintendent. All requests for unpaid leaves shall be submitted at least three (3) days in advance of the day or days requested unless in emergency situations.

L. RETURN FROM LEAVE OF ABSENCE

Personnel will be reinstated from leave of absence to fill existing vacancies any time during the year, but in general it shall be at the beginning of the school year. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than March 1. If the teacher returns from a leave at the start of a new school year, he/she shall be entitled to the same teaching assignment as the one held prior to the commencement of the leave; however, if due to a staff reduction fewer teachers are required in the teaching assignment previously held by the teacher returning from a leave, that individual will be returned to the same teaching assignment only if his/her seniority is greater than that of another individual in the same teaching assignment. When a teacher returning from a leave cannot be returned to the same teaching assignment due to the circumstances outlined in the previous sentence, he/she shall be entitled to a teaching assignment which is as similar as possible to the one held prior to going on leave.

M. OTHER LEGAL OBLIGATIONS

The Board will grant leave with pay to those bargaining unit members who are subpoenaed or required to make a court appearance (other than personal criminal or civil prosecution if found guilty) for McComb Local School District related matters.

If a bargaining unit member has exhausted their personal leave days and have been required by subpoena to attend court proceedings on non-related matters, the Superintendent may grant additional paid days at his discretion.

Bargaining unit members required to make a court appearance for personal reasons, such as divorce or adoption proceedings, after exhausting personal leave, may be allowed to take additional paid days at the discretion of the Superintendent.

ARTICLE IV – SALARIES AND FRINGE BENEFITS

A. SALARY SCHEDULE

1. For the 2009-2010 school year teachers shall be paid in accordance with the attached salary schedule which reflects a starting salary of \$29,357, an increase of two percent (2%) (see Appendix 'B').
2. For the 2010-2011 school year teachers shall be paid in accordance with the attached salary schedule which reflects a starting salary of \$29,944, an increase of two percent (2%) (see Appendix 'C').
3. For the 2011-2012 school year teachers shall be paid in accordance with a salary negotiated on a reopener on BA-0 Base Salary only.

Teachers hired after June 30, 1997, will not be eligible for the BA + 13 Sem. Hrs. or the BA +23 Sem. Hrs. Columns on the Salary Schedule.

4. **ADVANCE ON SALARY SCHEDULE**

- a. When a teacher has completed additional coursework which would qualify him/her for another column on the salary schedule, an official transcript from an accredited institution shall be submitted to the Superintendent and School Treasurer.
- b. If the transcript or official documentation is filed on or before October 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year.

- c. Effective with the second semester, a teacher will be advanced to the appropriate column if the transcript or official documentation is filed after October 15 and prior to February 15.
- d. No advancement on the salary schedule will be given for Internet courses without prior approval of the Superintendent.
- e. New employees hired on or after July 1, 2003, who are not eligible to be placed at Step 3 or higher will be initially placed at Step 2 on the salary schedule and shall remain at Step 2 until they would normally be eligible to move to Step 3 on the schedule.

5. **EXPERIENCE CREDIT**

New teachers to the District shall be granted service credit up to ten (10) years in accordance with the Ohio Revised Code.

6. **EXTENDED SERVICE PAY**

Teachers on extended service contracts will be paid the same per diem rate they receive during the normal school year. The per diem rate is calculated by dividing the teacher's salary by the number of contract days in the regular school year.

B. SUPPLEMENTAL SALARY SCHEDULE

- 1. Individuals who serve in supplemental positions shall be paid according to the schedule attached as Appendix 'D'.
- 2. Individuals who assume a supplemental position in the District for the first time will be credited with previous experience in that activity.
- 3. Individuals who move from one position to another within the same activity shall be entitled to credit for all experience in that activity within the limits set by other provisions of this agreement.
- 4. All supplemental contracts will be treated as limited contracts and limited to one (1) year. If the Superintendent intends to recommend the same bargaining unit individual for re-employment for the same duty, the position need not be posted. The supplemental contracts shall include:
 - a. Year the contract will be in force.
 - b. Specific assignment (i.e., Freshman Football, National Honor Society Advisor etc.).
 - c. Step and percentage by which compensation will be paid.
 - d. Signature of the employee and date of signing.

5. No supplemental contract shall be required or contingent upon any current teaching assignment or teaching contract.
6. These contracts will be separate from and in addition to regular teaching contracts.
7. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.
8. Supplemental contracts will be paid in a lump sum immediately following the completion of the duty upon receipt by the Treasurer of confirmation of completion or contracts will be paid in regular paychecks. The employee may choose either option.
9. Bargaining Unit Members may voluntarily choose to split the stipend for a supplemental position upon written request and prior approval of the Superintendent. This will not set a precedent from year to year and administration cannot mandate the splitting of supplementals.

C. PAYCHECKS

There shall be twenty-four (24) pay periods (including STRS being equally divided among the twenty-four (24) pays per year) with checks issued on the 10th and 25th of each month unless those days fall on Saturday, Sunday or on a legal holiday. In those cases, then such paychecks/transactions will be issued/dated for the last business day before the 10th or 25th. Direct deposit of pay to a financial institution of the employees' choice shall be mandatory to all members of the bargaining unit. Direct deposits will be made by nine o'clock a.m. (9:00 a.m.) on each pay day. If possible, checks will be split between more than one (1) financial institution.

A teacher's summer paychecks will be directed to a bank of the teacher's choice or to an address other than the teacher's home address, provided the teacher supplies the Treasurer of the Board with the appropriate information.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. Payroll deductions for MTEA, NWOEA, OEA, and NEA dues will be deducted from the pay of those teachers who so desire beginning with the first pay in October payroll and will be deducted over an eleven-month period ending in August.
2. For those who authorize same, such payroll deductions will be on a continuous basis from year to year unless the teacher notifies the MTEA President otherwise in writing (with a copy to the School District's Treasurer) between September 10 and September 25 of any given school year.

3. Payroll deductions will also be made upon authorization for Fund for Children and Public Education (FCPE), Annuities, Credit Union, United Way, Savings Bonds, Supplemental Insurance and any other appropriate deduction, providing at least five (5) members enroll in a deduction. Deductions must be maintained for the entire year (September to September). Exception will be approved by the Superintendent in extenuating circumstances. Annuities shall be in accordance with IRS rules and regulations regarding 403(B) deductions and contributions as prescribed in Federal law. The Association shall be informed and be given the opportunity to give input to the Board regarding vendors used by the District before changes in vendors occurs.

4. Payroll Deductions for Hancock Federal Credit Union

Payroll deductions shall be made twice monthly for all members who authorize same for purposes of diverting a portion of their salary to the Hancock Federal Credit Union. The Treasurer shall not be involved in any other forms of deductions other than the one form of recognized and approved savings plan. Initial starting period for those desiring payroll savings deductions will commence with the first pay in September. Change of amounts to be deducted will be allowed up to four (4) times during the school year.

E. MASTER TEACHER STIPENDS

The Board agrees to pay a yearly payment of Five Hundred Dollars (\$500) to teachers who receive Master Teacher status.

F. BACKGROUND CHECKS

The District shall pay for the employee to have the required Federal Bureau of Investigation fingerprint checks and the required Ohio BCI fingerprint checks performed once during the term of this Agreement.

G. SPECIAL EDUCATION TEACHER STIPEND

Special education teachers (SLD and DH) employed in this capacity by the McComb Local Board of Education prior to July 1, 1997 will receive a two hundred and fifty dollar (\$250) stipend annually. Bargaining unit members assigned a SLD or DH title after July 1, 1997 will not be eligible for the stipend.

H. SUBSTITUTE TEACHING BY STAFF MEMBERS

In the event that a substitute teacher is not available when a teacher is absent, another teacher may be asked to take extra students, although no teacher will be required to take extra students. Should the teacher be asked to miss a conference period, or if students are sent for his/her supervision, the teacher, upon request, will be reimbursed at Twenty Dollars (\$20) per period. No teacher will be required to supervise students during his/her conference period. If an elementary teacher is required to supervise students due to the absence of a special teacher (art, music, physical education, etc.), the teacher will be reimbursed at Twenty Dollars (\$20) per period. Partial coverage time will be pro-rated.

After completion of duty the district reimbursement form will be placed in the employees' mailbox no later than one day after the fact.

I. MILEAGE

1. Mileage reimbursement shall be at the IRS rate in effect as of July 1 each year. The I.R.S. rate will be posted in each teacher work support area or shared at a staff meeting within the first two (2) weeks of each school year.
2. This mileage will only be paid to approved teachers as deemed necessary by the Board of Education.
3. Teachers who travel between buildings beyond their regular teaching schedule or supplemental contract will be paid at the IRS rate in effect as of July 1 each year.

J. TUITION REIMBURSEMENT FOR COLLEGE CREDIT

1. Upon receipt of prior approval of the Superintendent, bargaining unit members shall be reimbursed for tuition costs for graduate or undergraduate courses. To qualify for reimbursement a course must fit into one of the following categories:
 - a) relate to the bargaining unit member's teaching assignment and/or related area of responsibility
 - b) lead to another area of certification
 - c) lead to another advanced degree in the profession of education
 - d) necessary for renewal or upgrading of a teaching certificate/license
 - e) is not a Board-paid professional leave day

2. The Board will reimburse each teacher making application to the Superintendent an amount of One Hundred Fifty Dollars (\$150) per quarter hour or Two Hundred Twenty-Five Dollars (\$225) per semester hour up to a maximum of Two Thousand Dollars (\$2,000) per year per teacher with a ceiling of Twenty Thousand Dollars (\$20,000) per school year for the entire bargaining unit. The year will be continuous from July 1 to June 30. Requests will be approved in order of the date of application until the ceiling is reached. The classes must begin prior to June 30 of any given year to be included in this Two Thousand Dollars (\$2,000) reimbursement. The amount to be reimbursed will be based on the starting date of the class. Following the satisfactory completion of the course work, a proof of payment and a transcript of said work must be presented to the Treasurer before payment will be made. Reimbursement will be paid within thirty (30) days.
3. The reimbursement will be made only to individuals who are currently employed by the school district, or to those on a Board approved leave of absence, or to those who were employed but had their contracts suspended due to a Reduction in Force. However, teachers whose contracts have been suspended due to a Reduction in Force will not receive approval for tuition reimbursement after April 30.

K. SEVERANCE PAY

1. Upon retirement from teaching, a unit member who has taught for five (5) or more years in the McComb School District and who has provided written notification of State Teacher Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit.
2. Payments will be made at the member's per diem rate in effect his/her last full day of employment in the district. The member's per diem rate will be computed on the basis of the number of contract days per year for the member.
3. Payment will be made not later than thirty (30) days, following verification from STRS that retirement has been processed, after retirement unless the member requests that payment be deferred until after January 1 of the following year, but such payment will not be made later than the first pay of the following calendar year.
4. Any payment will be made only after the member becomes a retiree of the State Teachers Retirement System. Once such severance payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a member.
5. In case of the death of a member before retirement, any accrued severance pay will be paid to the estate of said member.

6. An additional five hundred dollars (\$500) of severance pay will be granted to teachers who submit a written resignation for the purpose of retirement to the Board by February 1 prior to the effective date of retirement after the end of the school year.

L. INSURANCES

1. Hospitalization and Major Medical:

- a. Effective with the 1994-95 school year each employee shall choose either the Base + Plan or the Comprehensive Plan. All members of the bargaining unit hired on or after July 1, 2003, shall be offered the Comprehensive Plan (Plan B only). The employer will pay 85% of the Base + Plan and the employer shall pay 95% of the Comprehensive Plan.
- b. Base + Plan: After June 30, 2008, the premium costs the Board paid for the Base + Plan during the 2007-2008 school year shall be the Board's maximum obligation for premium costs for said plan in the future and future premium increases shall be the sole responsibility of the employee.
- c. Part-time employees will receive medical insurance coverage pro-rated on the basis of the percentage of time worked.
- d. Premiums paid by members of the bargaining unit will be sheltered by a Section 125 Plan:

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental and non-reimbursed medical and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments. This shall take effect December 1, 1992.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

e. Stipend/Opting Out

Any employee who can demonstrate that he/she is covered by a hospitalization/surgical/major medical plan shall have the right to annually opt out of the Board provided hospitalization/surgical/major medical insurance plan. If the employee provides written notice to the Treasurer before September 1st of any year, the Board shall pay a lump sum equal to one thousand dollars (\$1,000). If nineteen (19) full-time equivalent members of the bargaining unit are opting out of insurance, the payment in lieu of amount will be increased to Two Thousand Dollars (\$2,000). This pay shall be forwarded to the employee on or before September 10 of the succeeding year. In order to be reinstated to the Board's Plan, however, one of the two following criteria and conditions must be followed:

- i. If an employee demonstrates to the Board that he/she has lost coverage involuntarily of the non-Board Plan, then the employee will be reinstated immediately to the Board Plan, and receive the applicable pro-rated amount.
- ii. If the employee chooses to voluntarily re-enroll in the Board Plan, without loss of coverage as described in (i) above, the employee and his/her dependents must be free of any condition which did not exist prior to opting out for at least ninety (90) days after re-enrolling. Reinstatement may be only on September 1st.
- iii. Employees who work part-time or who opt out for a portion of the year will be paid on a pro-rata basis. (Current part-time employees starting before July 1, 2000 shall be grandfathered.) Plan Year goes from Oct. 1 – Sept. 30th.

f. The Board of Education reserves the right to place the hospitalization and major medical insurance coverage up for bid in an attempt to lower costs under the following conditions:

- i. The MTEA shall have the right and adequate time to investigate any carrier being considered by the Board and to raise questions and/or concerns regarding same, and
- ii. Should a new carrier be selected by the Board to provide the hospitalization and major medical insurance coverage, all benefits will equal or exceed that in effect during the 1990-91 school year.

- g. The following cost containment provisions are:
 - i. pre-certification of non-emergency hospital admissions
 - ii. mandatory second-opinion on fourteen specific surgical procedures

A maximum of \$200 per occurrence will be required from the employee for noncompliance with either of these cost containment provisions.

2. **Life Insurance:**

The Board shall pay 100% of the cost for each employee for \$25,000 term life insurance with accidental death benefit effective October 15, 1992.

3. **Dental Insurance:**

The Board shall pay a maximum of fifty dollars (\$50) per month for the dental insurance (family or single) for each bargaining unit member, and shall be pro-rated for part time employees.

The coverage provided shall equal or exceed the following specifications:

- a. Payment based on a percentage of the reasonable and customary fees charged by a dentist:
 - Class I – Preventative & Diagnostic 100%
 - Class II – Basic Restorative 80%
 - Class III – Major Restorative 60%
 - Class IV – Orthodontia 60%
- b. A calendar year maximum for all CLASS I, II, and III expenses of One Thousand Dollars (\$1,000) per person.
- c. A lifetime maximum for CLASS IV (Orthodontia) expenses of \$1500.00 per person.
- d. An individual deductible per calendar year of \$25.00 for CLASSES II and III, and a family deductible per calendar year of \$50.00.

M. INSURANCE COMMITTEE

An Insurance Committee shall be established by and between the Board and the MTEA to discuss the status of the District's medical insurance. This Committee shall also create a wellness policy for the District to be implemented by September 2010. Said Committee shall meet a minimum of two (2) times per year. Either side has the authority to call a meeting. Membership on the Committee shall consist of three (3) representatives of the Association and three (3) administrators. The Association representatives shall be appointed by the Association President. If either party requests that the District's insurance consultant be present at the next meeting, there will be a mutually agreed upon date for such a meeting to occur. Upon request, information from the insurance consultant will be provided within a mutually agreed upon timeframe.

N. DAILY RATE OF PAY

An employee's daily rate of pay shall be calculated by dividing the employee's basic teaching salary, exclusive of all supplemental salary, by the number of contract days in the regular school year.

O. STRS PICK-UP

The Board herewith agrees with the Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.

1. The amount of the "pick-up" on behalf of each employee shall be the amount required by the STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amounts "picked-up" by the Board for the state and federal tax only.
2. The pick-up shall be uniformly applied to all members of the bargaining unit.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. Payment for all paid leaves, sick leave, personal leave, severance pay and supplemental earnings, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract.)

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

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

ARTICLE V – EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. CLASS SIZE

If either the Association or a teacher believes that an imbalance or overload in either an individual class size or in the total teaching load of a teacher exists, the following procedure will be used:

1. Either the teacher or the Association shall refer the problem in writing, to the Building Principal. Thereafter, the Building Principal will confer with the teacher and an Association Representative in an effort to resolve the problem.
2. If the conference with the Building Principal fails to resolve the problem, the Association may refer the problem, in writing, to the Superintendent. Thereafter, the Superintendent will confer with the Association Representative(s) and the teacher(s) involved in an effort to resolve the problem.

B. ASSIGNMENTS

Each teacher shall be notified in writing of a change in his/her teaching assignment for the next year by June 30. However, changes can be made later if deemed appropriate by the Superintendent. When such is the case, a conference will be held between the Superintendent and the teacher to discuss the reasons for the change.

C. CURRICULUM DEVELOPMENT/TEXTBOOK SELECTION

The teacher or teachers of a subject, along with the administration, shall select the textbooks and materials necessary for their course and shall work together to develop the best curriculum possible.

Time shall be provided during the school day when teachers will be released to meet with the County staff for Curriculum Development, course of Study Committees and/or Textbook Selections Committees or they may be released to meet with departments or grade levels as approved by the Administration.

D. ASSOCIATION RIGHTS

1. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
2. Representatives of the Association may make brief announcements during school faculty meetings.
3. Representatives of the Association may make brief announcements on the public address systems during morning and afternoon announcements and at other times mutually agreed to by the building principal and Association representative.

4. The Association may use the district inter-school mail service and teacher mailboxes for communications to teachers.
5. The Association President and/or his/her designated representative shall have the right to comment on any agenda item at Board meetings during the "Reception of Visitors."

E. BUILDING COUNCILS

The Association and the Board encourage the formation of building councils in each building for the purpose of providing a vehicle for communication between teachers from within the building and the administrative staff of the building.

F. LABOR MANAGEMENT MEETINGS

The Superintendent shall meet once a month with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both parties.

G. ENTRY YEAR PROGRAM/MENTOR PAY

Mentors will be paid Six Hundred Dollars (\$600) per year, per entry year teacher being mentored.

ENTRY YEAR/MENTOR PROGRAM:

An Entry Year Mentor will be assigned to an individual who is in the first or second year of employment under a two (2) year provisional license.

Observations and feedback given by the entry year mentor teachers are non-evaluative, confidential, and will not become a part of any teacher file or teacher evaluation.

Being an Entry Year Mentor is voluntary.

Mentor Selection Guidelines:

- a. Bargaining Unit member; unless no volunteers
- b. Pathwise Trained (Allowed by administration and Paid by Board)
- c. Subject Area
- d. Same Building
- e. At least five (5) years experience in the McComb Schools

- f. Mentors chosen by seniority and/or a rotating basis
- g. Management Selection (if all else is equal)

The final selection of a mentor shall rest with the Superintendent or designee.

If the Entry-Year Teacher has a conflict with their mentor, the Association President and Administration will meet to discuss assigning a different mentor. The Entry-Year teacher must make such request in writing to the Superintendent by November 1 of the school year.

Current Mentor pay will be pro-rated if a situation of such occurs for the first assigned mentor and new mentor.

H. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Purpose

The Local Professional Development Committee (LPDC) shall oversee and set policy for, and review professional development goals for, the full implementation of the teacher certification/licensure law.

Representation

The McComb Teachers' Education Association and the McComb Board of Education will appoint a Local Professional Development Committee in accordance with SB 230.

The committee will consist of five (5) members; three members will be teachers selected by the McComb Teachers Education Association. In all cases, if the LPDC committee has a need for expansion or develops subcommittees, there will be a majority of teacher members appointed by the Association. A chairperson for all committees shall be elected by a majority vote of the LPDC. If the chairperson calls a meeting, at least four of the members must be present to vote on any changes relating to procedural matters. The terms of office for members serving on the committee shall be determined by the LPDC. Members may be appointed to consecutive terms. In the event of an unexpected vacancy, the committee member shall be replaced by the responsible appointing party.

A clerk from the M.T.E.A. will be appointed by the President of the M.T.E.A. This person shall not be a voting member, but he/she will be responsible for maintaining all LPDC files, minutes of all meetings, notify applicants of approval/resubmission/denial status of individual professional development plans and/or proposals for credit. The clerk will also be responsible for issuing notification of an upcoming meeting. Notification will also include the minutes of the previous meeting so committee members can review them.

Responsibility

The committee's responsibility shall include approval of all individual professional development plans for all certified employees, development and approval of all district or building professional development activities, approval of all C.E.U. credits, coursework, workshops, in-service, or any activity that could be used for professional growth credit which will apply to certification and license renewal.

Procedures

The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Master Contract and O.R.C.

The LPDC shall determine the meeting times, places, dates, and frequency of meetings to be held.

The three committee members serving on the Local Professional Development Committee who have been appointed by the M.T.E.A., as well as the clerk, will fulfill their various duties and responsibilities for an annual payment of three percent (3%) on the supplemental salary schedule (Appendix D) beginning with the 2000-01 school year for any work conducted beyond the contractual workday. Furthermore, the teacher representatives on the LPDC, as well as the clerk, may not be released from their teaching duties to complete their LPDC duties.

The McComb Board of Education shall provide a total of \$200.00 for the costs related to the purpose, responsibilities, training, and material needs that may be needed to function proficiently for the teacher representatives on the LPDC.

The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Professional Development Plans.

A majority vote of LPDC members must take place to agree upon or reject any proposal submitted.

Approval of the minutes will be discussed and voted upon at each meeting.

Appeals and Approvals

These specific procedures should be developed by the LPDC and distributed to the employees.

Policy

Individual Professional Development Plans and any other activities related to certification/licensure are not related to teacher evaluations.

Employees who come from another district will be automatically granted approval of what was approved by their former LPDC.

All minutes and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the laws governing operation of committees of public bodies. A copy of all minutes and records of actions and proceedings will be provided to the Superintendent on a timely basis.

Members of all LPDCs and/or Appeals Committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.

Any decisions rendered by the LPDC and/Appeals Committee are not subject to the collective bargaining grievance procedures.

Staff Responsibilities

These specific responsibilities should be developed by the LPDC and distributed to the employees.

I. TUITION WAIVER POLICY

The District will allow children or children of similar status of bargaining unit members to attend the McComb Local School tuition free or via open enrollment.

J. EQUAL OPPORTUNITY/NO DISCRIMINATION CLAUSE

1. The Board agrees that it will not discriminate against any member of the bargaining unit because of membership or non-membership in the Association or as a result of negotiations, complaints, grievances or other proceedings under this Master Agreement. Membership in the Association will not be a condition of employment or continued employment and an employee's membership or non-membership in the Association shall in no way affect the employee's status as an employee of the Board.
2. Certificated/licensed personnel employed by the Board shall be free to join or not to join the Association as they may choose, and to present grievances under the Grievance Procedures set forth in Article II hereof.

K. DRUG/ALCOHOL POLICY

No employee of the district engaged in work or in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, alcohol, barbiturate, marijuana, or any other controlled substance as defined in Federal and State law.

“Workplace” is the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property); or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities and in which a federal grant is involved.

As a condition of employment, each employee who is engaged in work in connection with a directly funded federal grant program, shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed on employees who violate the standards of conduct set forth in this policy.

L. FACILITIES

1. Each school shall be provided with at least one clean faculty lounge. Separate restroom facilities shall be provided for teachers, unless temporarily closed.
2. Teachers will be provided a designated parking lot. The administration and faculty will maintain this area as parking for faculty and visitors only.
3. A telephone shall be available in each school building for members’ use.
4. The use of any tobacco products is not allowed on school property, within school facilities or school owned vehicles.

The Board will pay up to two hundred dollars (\$200) for anyone employed as of April 27, 1994, to participate in and complete a recognized smoking cessation program.

M. INDIVIDUAL CONTRACT

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.

N. MASTER AGREEMENT DISTRIBUTION

Copies of the Master Agreement shall be presented by the Superintendent to all certified personnel within thirty (30) days after it has been approved by both parties or by the first day of the new school year, whichever is later. Any amendments shall be furnished by the administration to all certified personnel within thirty (30) days of enactment.

The Master Agreement is to be prepared for printing by the Board. The Board will be responsible for printing the contract once the final copy of changes from negotiations is approved by both sides.

New employees to the District shall be given a copy of the Master Agreement at the time of employment.

O. NEW TEACHER ORIENTATION

1. Two weeks before the start of a new school year, the President of the MTEA will be provided with the names, addresses, and telephone numbers of all teachers who are new to the District. This list will be updated if additional employment occurs.
2. Time shall be provided to the Association during the General Teachers Meeting on the first day of school each year. The time provided shall be at least one-half hour in length.
3. All teachers new to the District may be required to attend one (1) day of new teacher orientation without receiving additional compensation. If a second day is required by the administration, such teachers will receive \$100 compensation for this day.

P. PERSONNEL FILES

1. One official personnel file shall be maintained for each employee. This file will be kept in the Superintendent's office. The file shall be kept as confidential as applicable law allows. Requests for access to the file shall be made to the Superintendent or the Treasurer of the Board. The staff member will be entitled to one copy, at no cost, of any material in his/her file. If anyone other than administration, the secretary, the Treasurer or the Board needs to review a teacher's file, an attempt will be made to notify the teacher twenty-four (24) hours in advance.
2. Any notation made in the file which adversely reflects upon the teacher's conduct, service, character or personality shall be reported to the teacher and he/she will be permitted to read the notation. The teacher will acknowledge having read the notation by signing it and has the right to answer the notation and the answer shall be attached to the file copy.
3. When a complaint is made by a parent of a student or any other member of the public which is deemed serious enough to become a matter of record in the teacher's personnel file, the teacher shall be informed of the complaint and will have the right to read it, sign it, and answer the complaint with the teacher's answer attached to the file copy. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.

4. Every teacher shall have the right to remove from his/her file any material that is five (5) years old or older, if the teacher so desires.
5. Any material that is mutually agreed to be inaccurate, irrelevant or untimely shall be expunged from the file immediately upon the teacher's request.

Q. RECEIPT OF PUBLIC INFORMATION

1. The Association shall receive notice of all Board meetings (regular or special) at least one (1) day in advance. Such information shall be directed to the Association President.
2. The Association shall receive in advance a copy of the agenda for each Board meeting. Such agenda shall be sent to the Association President at the same time it is sent to the Board. In addition, the Association shall be given such non-confidential enclosures as are requested by the MTEA President and those which the Superintendent believes to be appropriate.
3. Minutes of Board meetings will be made available to the Association President.
4. Upon request, the Association shall be given a copy of any financial documents which are routinely prepared.
5. The Administration shall provide to the Association President, on a timely basis, a Board Policy Manual and all updated policies.

R. REDUCTION IN FORCE

1. A reduction of instructional staff members may be made by suspending teachers' contracts in the event that a reduction becomes necessary as a result of a substantially decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district. This reduction will be in accordance with the provisions of this Article.
2. The procedures to be applied for a reduction in force are as follows:
 - a. Implementation of a RIF program shall be effective as of August 1.
 - b. On or before April 1 preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to consider a RIF program.
 - c. A meeting shall be held between representatives of the Association and the Board of Education to review appropriate data indicating a need for a reduction in staff. This meeting shall be held within fifteen (15) days of notice to the Association President as provided for in paragraph 2b. above.

SENIORITY

3. A seniority list will be given to the President/Association by areas of certification by October 1 of each year. The teacher and/or the Association will have thirty (30) days to resolve any disputes over the accuracy of the list. Seniority is broken only when an employee resigns, is non-renewed or is terminated from the District.
4. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.
5. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
6. Procedures for determining seniority list:
 - a. A seniority list(s) shall be prepared of all teachers according to continuous service in the district within all areas of certification. Those on continuing contracts shall be listed first according to continuous service in the district; then, those on limited contracts shall be listed by continuous service in the district. This list(s) shall be maintained and updated on an annual basis. All approved "leaves of absence" will be applied toward continuous service for seniority purposes. The list(s) shall include the following information: date of initial employment (continuous), areas of certification eligible for as of March 1. The Association President shall receive a copy of the seniority list(s).
 - b. A formalized list shall be prepared indicating the specific positions to be abolished. This statement shall be prepared prior to the first of April during the calendar year in which implementation is to occur. The Association President shall receive a copy of said list.
 - c. A reduction in force will be accomplished by applying the following steps:
 - 1) Any reduction in staff shall be first covered through normal attrition.
 - 2) If further reductions are necessary, the position to be abolished (as indicated above in 6.b.) will be applied to the seniority list.

- 3) The teacher(s) who presently hold those position(s) are the teacher(s) whose contracts are to be suspended, unless it is possible for the involved teacher(s) to bump a teacher(s) with less seniority in another area for which the involved teacher(s) is properly certificated/licensed.
 - d. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) The date of the Board meeting at which the teacher was hired, and then by:
 - 2) The date the teacher signed his/her initial limited contract in the district;
 - 3) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available.
 - 4) If any ties remain after 1), 2), and 3), they will be broken by lot.
 - e. A teacher(s) whose contract(s) is suspended as a result of a RIF program shall be given written notification by registered mail. This notification shall occur prior to April 30 of the year the RIF program is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher(s).
 - f. Contract suspensions will be effective on August 1 of the year of implementation of a RIF program.
7. Reemployment of teachers whose contracts were suspended by the RIF program:
 - a. Teacher(s) whose contract is suspended shall be placed on a recall list stating years of continuous service to the district, subject(s) certified to teach, and type of contract held prior to suspension.
 - b. A teacher on the recall list shall be offered a contract, for a position for which he/she is certificated/licensed (or can become certificated/licensed), as set forth on said recall list, as positions become available and in keeping with the seniority provisions of the RIF policy (inverse order – last discharged, first employed). Notification will be made by registered mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached.

- c. A teacher who is offered a contract under the provisions of this policy must respond within seven (7) days of the receipt of said offer. If an individual does not accept a contract or fails to respond in the time stated, the individual will be removed from the seniority list. If the offer of a contract is returned unopened, that individual will retain his/her seniority position and will be offered the next available opening for which he/she is properly certificated/licensed.
 - d. Transfers of teachers employed but not affected by the RIF program shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be offered first to teacher(s) who are properly certificated/licensed and whose name(s) appear on the recall list (as developed in Section 7.a.). Transfers may be made to a position affected by the RIF program after the position(s) have been offered to all properly certificated/licensed teachers on said recall list.
 - e. No teacher new to the district will be employed until all properly certificated/licensed teachers on the recall list have been offered a contract for the position in accordance with the provisions of this policy.
 - f. Upon reemployment, all rights related to salary, fringe benefits and seniority shall be fully restored.
- 8. Teachers not employed as a result of the RIF program will be given preferential consideration as substitute teachers.
 - 9. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not exceeding three (3) years.
 - 10. Administrative and supervisory positions are excluded from the provisions of this Article.
 - 11. Notwithstanding other provisions of Article V, Section S, during the term of this Agreement the Board will have the right to eliminate two (2) full time equivalent positions through attrition.

S. REEMPLOYMENT AND NON-RENEWAL PROCEDURE

- 1. Continuing Contracts – In the termination of a continuing contract, the procedures set forth in the Ohio Revised Code are to be followed.
- 2. Limited Contracts – The non-renewal of a limited contract shall be in accordance with O.R.C. 3319.11.

T. REPRIMAND PROCEDURE

1. When the administration determines that the reprimand of a teacher is warranted, the teacher shall first receive an oral reprimand in private which shall occur within six (6) working days of the occurrence giving rise to the reprimand. The administrator shall document an oral reprimand on a form that includes subject topic only (no details), date, signature of the administrator and staff member involved, and a copy going to both parties. (See Appendix 'I' for form).
2. If, as a result of the above reprimand, the violation does not cease, a written reprimand may be in order. The written record made of this reprimand shall be signed by the individual who may submit a written reply to the reprimand, and both shall become a part of the individual's personnel file. If a conference occurs to discuss the written reprimand, the principal and/or Superintendent and the teacher each may be accompanied by a representative.
3. No teacher shall be reprimanded for arbitrary or capricious reasons.

U. SCHOOL CALENDAR

The MTEA will be supplied with all calendars that the Board will consider and prior to Board adoption of or revision of said calendar, the MTEA shall be given an opportunity to survey the bargaining unit. The results of any MTEA survey shall be taken into consideration by the Board. The Board retains the right to make the final decision on the annual calendar or revisions to the calendar. Its selection, however, will be based on one (1) of the options submitted for the above survey.

V. SEQUENCE OF LIMITED CONTRACTS

1.

<u>Years Experience in District</u>	<u>Duration of Contract</u>
1 st Contract	1 year
2 nd Contract	1 year
3 rd Contract	1 year
4 th Contract	2 years
5 th Contract	3 years
6 th Contract	5 years
2. Continuing contracts will be issued as per state law.
3. The Board reserves the right, in special cases, to deviate from the above formula, but the reason(s) for the deviation must be issued in writing to the party involved.
4. A teacher holding a temporary certificate will be given a one-year contract.
5. Part-time teachers will be issued contracts on the same sequence as full-time teachers.

6. Employees hired prior to July 1, 2003 will be grandfathered for one contract renewal under the old language.

W. STUDENT TEACHERS

1. A student teacher shall not be used as a substitute teacher unless he/she:
 - a. is substituting for his/her cooperating teacher.
 - b. is so recommended by his/her cooperating teacher.
 - c. has had at least two (2) weeks of student teaching experience.
 - d. is protected by liability insurance.
2. No classroom teacher shall be assigned a student teacher unless mutually agreed to after consultation between classroom teacher and administration.

X. TEACHER EVALUATION

1. The primary purpose of evaluation is teacher improvement. It is the aim of evaluation to point out specific strong points and weaknesses and to give suggestions for improvement when necessary.

When a principal has reason to believe that any teacher in his/her building is not instructing children with reasonable skill and competency or for any other reason is not conducting himself/herself or his/her school responsibilities in a fully satisfactory manner, the principal shall arrange for, and keep a written record of, scheduled observations and principal-teacher conferences in which the weaknesses of the teacher are discussed and positive suggestions and instruction for improvement are made by the principal. A written record should always be made of the extent to which the principal's instructions are carried out by the teacher. A copy of each action will be sent to the teacher. All teachers' evaluations of performance will be used to document cause for all personnel decisions. When the above procedure, together with all other help the principal can give, does not result in improving a teacher's work to a desirable level, it is the duty of the principal to make a written recommendation to the Superintendent of Schools that such teacher not be reemployed.

2. The observation forms are found in Appendices 'J' through 'S'.

3. A first year teacher's evaluation shall be based on at least three (3) observations. A second year teacher's evaluation shall be based on at least two (2) observations. Other teachers will be observed as deemed necessary by the administration or upon request by the teacher. Other Administrators, including the Superintendent, may perform classroom observations pursuant to this procedure. The principal will write the evaluation and give a copy to the teacher on or before March 31.
4. All observations and evaluations must be in writing and signed by the teacher and the principal to indicate that a conference was held. If a teacher disagrees with an observation or evaluation in any significant way, he/she may, within five working days after the conference, provide a written statement to be attached to the report. Such statement will contain specific reasons why the teacher disagrees with the report.
5. A teacher shall be evaluated each year he/she is on a one-year contract or in the final year of a multi-year contract, until continuing contract status is achieved.
6. A teacher holding a five year contract will be evaluated at a minimum during the third year, the fifth year, and any year they are eligible for a new or continuing contract.
7. Teachers on a continuing contract will be evaluated at a minimum every third year for the purpose of continued professional growth.
8. At least one observation shall be based on the majority of one full class period of instruction. Each observation shall be followed up, within five (5) days by a conference between the evaluator and the teacher.
9. The following deadlines have been established for observations:
 - a. November 30 – First for first-year teacher.
 - b. January 31 – Second year for first-year teacher.
First for second-year teacher.
 - c. March 31 – All remaining observations of limited contract teachers.
 - d. May 31 – All observations of continuing contract teachers.
10. This procedure shall supersede ORC 3319.111.
11. Any change to evaluation/observation forms shall only occur by mutual agreement of the Board and the Association.

Y. TEACHER INPUT

Teachers shall have input into policies that they are required to enforce.

Z. TRANSFER AND VACANCIES

1. The Board hereby provides that the Superintendent shall place in each member's pay envelope a list of vacancies.
2. No vacancies shall be permanently filled by an individual outside the existing bargaining unit until ten (10) working days after each member has received a notice of a vacancy in their pay envelope. Transfers shall only be granted after filing the request for transfer (Appendix 'H') with the Superintendent.
3. The ten (10) working days after receipt of the vacancy notice may be waived by the Superintendent if no staff member is properly certified. If a bargaining unit member is certified for a position and requests the transfer, they will be considered for the vacancy and shall be granted an interview. After August 1, no vacancies shall be permanently filled by an individual outside the existing bargaining unit until five (5) working days after such posting.
4. When vacancies occur after the end of the school year, the Superintendent will contact those employees who have filled out a request for transfer form. It shall be the employee's responsibility to notify the Superintendent of a local address and/or telephone number where he/she may be reached during the summer. Such employees shall be given consideration and be granted an interview.
5. A vacancy shall be determined to exist when the Superintendent has received a letter of resignation, non-renewal that the Board intends to fill, creation of a new position, or retirement from a teacher.
6. Transfers

A teacher may submit, in writing, a request for a voluntary transfer to the Superintendent of Schools at any time whether or not a vacancy exists. The request shall be kept on file for a period of one (1) year. After one (1) year, the teacher may re-activate his/her request for another one (1) year. Any teacher making a request for a voluntary transfer, and whose request is denied, shall be given written reason(s) for the denial if he/she requests.
7. Involuntary Transfer
 - a. No teacher shall be arbitrarily or capriciously transferred. Any teacher involuntarily transferred shall be given written reason(s) for such a transfer if he/she requests.

- b. Notice of an involuntary transfer will be given to teachers prior to June 30 preceding the school year in which the transfer is to take place, except in cases of emergency.
- c. An involuntary transfer will be made only after a meeting between the teacher involved, the principal, and the Superintendent. On a system-wide basis, any involuntary transfer will be communicated to the Association President prior to any such action.

AA. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SUPPLIES

- 1. At no cost, the Association has permission to use for MTEA business buildings, school facilities, individual school equipment, including typewriters, computers, other duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. Supplies in connection with such equipment will be furnished or paid for by the Association.
- 2. Prior to Association use of school equipment, the condition of the equipment will be checked by the building principal, or his designated representative, and a representative of the Association to verify that the equipment is in proper working order. In the event of damage or breakage while using improperly, the Association will be responsible for necessary repairs.

BB. LESSON PLANS

Teacher lesson plans will be available for the teacher's respective building principal to review.

CC. WORK YEAR/WORK DAY/WORK WEEK

- 1. The Board of Education shall determine annually the days and the hours when school shall be in session for instructional purposes.

The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-three (183) days. The work year shall consist of the following:

180	days of student school year
1	day prior to the student school year one-half (1/2) day for Administrative Meetings; one-half (1/2) day for teachers to work in their classrooms uninterrupted
1	day following the student school year
1	day in-service
183	

2. The normal full-time teacher work day shall be no more than seven and one fourth (7¼) hours inclusive of planning-conference time and a thirty (30) consecutive minute duty free lunch. The normal starting time will be no later than 8:10 a.m.

All bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of five (5) class periods per week to be used as planning-conference time.

All members assigned to the elementary level shall be provided a minimum of two hundred (200) minutes a week of planning-conference time.

It is important to note that the time before and after the student day for which teachers are required to be present is not planning time.

Employees are expected to attend scheduled meetings.

3. The work week shall be Monday through Friday.

DD. RIGHT TO FAIR SHARE FEE

1. **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.

The fair share fee shall not exceed dues paid by members of the Association who are in the same bargaining unit. The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

2. **Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted. Payment to the Association of the fair share fee shall be made by the Board's Treasurer within ten (10) days of deduction.

3. **Schedule of Fair Share Fee Deductions**

a. **All Fair Share Fee Payors**

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

- i. sixty days employment in a bargaining unit position or
- ii. January 15th

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. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

4. **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.

5. **Procedure for Rebate**

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

6. **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.

7. **Implementation**

All current (April 27, 1994) employees who are members, and all newly hired employees, are covered under this fair share fee language. Those persons who are not currently members shall become and remain covered by this language at such time as they join the Association.

8. **Indemnification**

The Association agrees to indemnify and to save harmless the Board and its employees and agents from all costs, expenses, damages and reasonable attorney fees incurred directly or indirectly arising out of or in any way connected with payroll deductions for dues of fair share fees pursuant to the provisions of this Section. This paragraph of this Article survives the Agreement.

EE. BEHAVIOR UNBECOMING

When any information is sent to the Ohio Department of Education relating to Behavior Unbecoming, the employee will be notified on a timely basis in writing with a copy of what was forwarded to the Ohio Department of Education.

ARTICLE VI – OTHER PROVISIONS

A. ENTIRE AGREEMENT CLAUSE

This Master Agreement supersedes and cancels all previous negotiated agreements.

B. WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this Master Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Master Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Master Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Master Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Master Agreement, except as provided in the Amendment Procedure section of this document.

C. AMENDMENT PROCEDURE

Recognizing that circumstances may dictate the advisability of amending negotiated agreements, it shall be possible to do so by mutual consent of both parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. A meeting for this purpose shall be held within ten (10) work days of the request. To be valid, an amendment must be properly signed and ratified by each party. Such amendments shall then be attached to the Master Agreement.

D. CONFLICT WITH LAW

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If, however, any provision of this Agreement is determined to be contrary to state or federal law by a court of competent jurisdiction, only such provision shall be null and void and the remainder of the Agreement shall remain in full force and effect. Within thirty (30) days the parties shall schedule a meeting to renegotiate the provision found contrary to law.

E. BOARD RIGHTS

Except as otherwise agreed in this Agreement between the Association and the Board, the employer retains the following rights and responsibilities:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on the subjects reserved to management in the preceding paragraph except as they effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

F. NON-DISCRIMINATION CLAUSE

1. The Board recognizes civil rights pursuant to this Negotiated Agreement of all members of the bargaining unit and agrees that it will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.
2. The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

G. REEMPLOYMENT OF RETIREES

1. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
2. A Retiree shall be placed at salary step five (5) in the appropriate training column and thereafter may advance on the schedule on the same basis as other teachers.
3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111. A retiree is eligible for a supplemental contract only at the discretion of the Board, O.R.C. 3313.53 is superseded.
4. A Retiree shall accumulate and may use sick leave in accordance with Article III(A) of the Negotiated Agreement, but shall not be entitled to severance pay under Article IV(K) of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
5. A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article IV(L) of the Negotiated Agreement, unless they are not eligible for coverage through STRS.

6. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article V(R) of the Negotiated Agreement. A reduction in force of a Retiree shall result in the automatic termination of the Retiree's contract. This section supersedes Chapter 3319 of the Ohio Revised Code.
7. The Board and the Association expressly intend that this Article supersedes any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.
8. Except as modified by this Article, all other terms and conditions of this Negotiated Agreement remain in full force and effect.
9. The Association President will be notified in writing of any reemployment of a retiree.

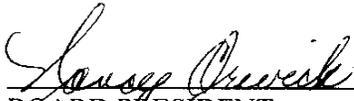
H. TERM OF AGREEMENT

This Master Agreement shall be in effect for a three year period starting 12:01 A.M. July 1, 2009, and shall remain in full force and effect through midnight June 30, 2012.

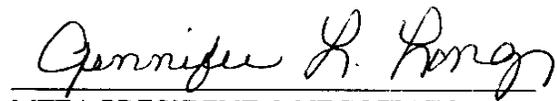
This agreement is executed at McComb, Ohio, on this 22nd day of April, 2009.

McCOMB BOARD OF EDUCATION

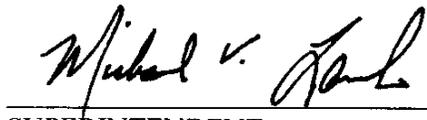
McCOMB TEACHERS EDUCATION ASSOCIATION



BOARD PRESIDENT



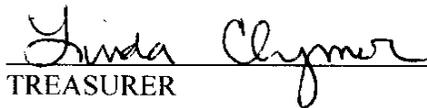
MTEA PRESIDENT & NEGOTIATOR



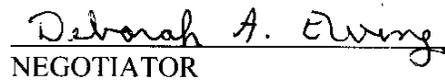
SUPERINTENDENT



NEGOTIATOR



TREASURER



NEGOTIATOR



BOARD NEGOTIATOR



NEGOTIATOR



BOARD NEGOTIATOR



LABOR RELATIONS CONSULTANT
OEA/NEA

APPENDIX A

**MCCOMB EDUCATION ASSOCIATION
SALARY INDEX**

	BA/BS	BA+13 Sem. Hrs.	150 Sem. Hrs.	BA+23 Sem. Hrs.	MA/MS	MA+15 Sem. Hrs.	MA+30 Sem. Hrs.
STEP 0	1.0000	1.0200	1.0380	1.0400	1.0950	1.1430	1.1910
STEP 1	1.0380	1.0600	1.0810	1.0860	1.1430	1.1910	1.2400
STEP 2	1.0760	1.1000	1.1240	1.1320	1.1910	1.2400	1.2900
STEP 3	1.1140	1.1400	1.1670	1.1780	1.2400	1.2900	1.3400
STEP 4	1.1520	1.1800	1.2100	1.2240	1.2900	1.3400	1.3900
STEP 5	1.1900	1.2200	1.2530	1.2700	1.3400	1.3900	1.4400
STEP 6	1.2280	1.2600	1.2960	1.3160	1.3900	1.4400	1.4900
STEP 7	1.2660	1.3000	1.3390	1.3620	1.4400	1.4900	1.5400
STEP 8	1.3040	1.3400	1.3820	1.4080	1.4900	1.5400	1.5900
STEP 9	1.3420	1.3800	1.4250	1.4540	1.5400	1.5900	1.6400
STEP 10	1.3800	1.4200	1.4680	1.5000	1.5900	1.6400	1.6900
STEP 11	1.4180	1.4600	1.5110	1.5460	1.6400	1.6900	1.7400
STEP 12		1.5000	1.5540	1.5920	1.6900	1.7400	1.7900
STEP 13			1.5970	1.6380	1.7400	1.7900	1.8400
STEP 14				1.6840	1.7900	1.8400	1.8900
STEP 15				1.7300	1.8400	1.8900	1.9400
STEP 20					1.8900	1.9400	1.9900
STEP 25	1.4560	1.5400	1.6400	1.7760	1.9400	1.9900	2.0400

APPENDIX B

**MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2009-2010**

Teachers hired after June 30, 1997, will not be eligible for the BA +13 Sem. Hrs. or the BA +23 Sem. Hrs. Columns on the Salary Schedule.

	BA	BA+13 Sem. Hrs.	150 Sem. Hrs.	BA+23 Sem. Hrs.	MA	MA+15 Sem. Hrs.	MA+30 Sem. Hrs.
STEP 0	29,357	29,944	30,473	30,531	32,146	33,555	34,964
STEP 1	30,473	31,118	31,735	31,882	33,555	34,964	36,403
STEP 2	31,588	32,293	32,997	33,232	34,964	36,403	37,871
STEP 3	32,704	33,467	34,260	34,583	36,403	37,871	39,338
STEP 4	33,819	34,641	35,522	35,933	37,871	39,338	40,806
STEP 5	34,935	35,816	36,784	37,283	39,338	40,806	42,274
STEP 6	36,050	36,990	38,047	38,634	40,806	42,274	43,742
STEP 7	37,166	38,164	39,309	39,984	42,274	43,742	45,210
STEP 8	38,282	39,338	40,571	41,335	43,742	45,210	46,678
STEP 9	39,397	40,513	41,834	42,685	45,210	46,678	48,145
STEP 10	40,513	41,687	43,096	44,036	46,678	48,145	49,613
STEP 11	41,628	42,861	44,358	45,386	48,145	49,613	51,081
STEP 12		44,036	45,621	46,736	49,613	51,081	52,549
STEP 13			46,883	48,087	51,081	52,549	54,017
STEP 14				49,437	52,549	54,017	55,485
STEP 15				50,788	54,017	55,485	56,953
STEP 20					55,485	56,953	58,420
STEP 25	42,744	45,210	48,145	52,138	56,953	58,420	59,888

APPENDIX C

MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2010-2011

Teachers hired after June 30, 1997, will not be eligible for the BA +13 Sem. Hrs. or the BA +23 Sem. Hrs. Columns on the Salary Schedule.

	BA Sem. Hrs.	BA+13 Sem. Hrs.	150 Sem. Hrs.	BA+23	MA	MA+15 Sem. Hrs.	MA+30 Sem. Hrs.
STEP 0	29,944	30,543	31,082	31,142	32,789	34,226	35,663
STEP 1	31,082	31,741	32,369	32,519	34,226	35,663	37,131
STEP 2	32,220	32,938	33,657	33,897	35,663	37,131	38,628
STEP 3	33,358	34,136	34,945	35,274	37,131	38,628	40,125
STEP 4	34,495	35,334	36,232	36,651	38,628	40,125	41,622
STEP 5	35,633	36,532	37,520	38,029	40,125	41,622	43,119
STEP 6	36,771	37,729	38,807	39,406	41,622	43,119	44,617
STEP 7	37,909	38,927	40,095	40,784	43,119	44,617	46,114
STEP 8	39,047	40,125	41,383	42,161	44,617	46,114	47,611
STEP 9	40,185	41,323	42,670	43,539	46,114	47,611	49,108
STEP 10	41,323	42,520	43,958	44,916	47,611	49,108	50,605
STEP 11	42,461	43,718	45,245	46,293	49,108	50,605	52,103
STEP 12		44,916	46,533	47,671	50,605	52,103	53,600
STEP 13			47,821	49,048	52,103	53,600	55,097
STEP 14				50,426	53,600	55,097	56,594
STEP 15				51,803	55,097	56,594	58,091
STEP 20					56,594	58,091	59,589
STEP 25	43,598	46,114	49,108	53,181	58,091	59,589	61,086

APPENDIX D

**MCCOMB LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

For years of experience from 0-3 the percentage indicated for each position shall be multiplied by the starting salary (BA-zero) on the Teachers Salary Schedule. For years of experience from 4-14 the percentage indicated for three (3) years of experience shall be multiplied by each successive step in the Bachelors column on the Teachers Salary Schedule. This schedule is applicable for these positions only:

<u>STEP LEVEL</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Athletic Director	15%	16%	17%	18%
H.S. Game Supervisor	Same rate as Weight Room Supervisor			
M.S. Game Supervisor	Same rate as Weight Room Supervisor			
Head Football	15%	16%	17%	18%
Assistant Football	7%	8%	9%	10%
M.S. Football	5%	6%	7%	8%
Head Basketball (Girls & Boys)	15%	16%	17%	18%
Assistant Basketball (Girls & Boys)	7%	8%	9%	10%
M.S. Basketball (Girls & Boys)	4%	5%	6%	7%
Head Wrestling	12%	13%	14%	15%
Current coach grandfathered in at:	13%	14%	15%	16%
Assistant Wrestling	6%	7%	8%	9%
M.S. Wrestling	4%	5%	6%	7%
Head Volleyball	13%	14%	15%	16%
Assistant Volleyball	6%	7%	8%	9%
M.S. Volleyball	4%	5%	6%	7%
Head Baseball/Softball	9.5%	10%	10.5%	11%
Junior Varsity Baseball/Softball	4%	5%	6%	7%
Head Track (Girls & Boys)	10%	10.5%	11%	12%
Asst. Track (Girls & Boys)	4%	5%	6%	7%
M.S. Track (Girls & Boys)	4%	5%	6%	7%
Golf	5%	5.5%	6%	7%

STEP LEVEL	0	1	2	3
Weight Room Supervisor	Summer session (June, July, and August) @ \$18.00/hour not to exceed \$936.00			
	Fall session (September, October, and November) and Winter session (December, January, and February) and Spring session (March, April, and May) @ \$15.00/hour not to exceed \$450.00 per session			
Class Advisor (Senior & Junior)	2%	3%	4%	5%
(Sophomore & Freshman)	2%			
H.S. Student Council	2%	3%	4%	5%
M.S. Student Council	2%	3%		
Elementary Student Council	2%			
H.S. Honor Society	2%			
M.S. Honor Society	1%			
H.S. Quiz Bowl	2%			
M.S. Quiz Bowl	2%			
H.S. Cheerleader Advisor	6%	6.5%	7%	8%
M.S. Cheerleader Advisor	1%	2%	3%	4%
H.S. Yearbook Advisor	7%	8%	9%	10%
M.S. Yearbook Advisor	4%			
Spanish Club	2%			
Art Club	3%			
Band	5%			
Chorus	4%			
Drama Director	3%	3.5%	4%	4.5%
H.S. Musical Production	6%	7%	8%	9%
Assistant Musical (3)	3%	3.5%	4%	4.5%
Just Say No	1%			
H.S. United Nations	2%			
P.A.W.S.	2%			
6 th Grade Camp (3)	2%			
Washington D.C. Positions (4)	2%			
Teen Institute	1%			
Math Counts	1%			
LPDC	3%			
Detention Monitor	\$15.00/hr.			
Home Tutoring	\$20.00/hr.			
Friday/Saturday School Teacher	\$50.00/day			

APPENDIX E

MCCOMB LOCAL SCHOOLS
APPLICATION FOR PERSONAL LEAVE

NAME _____ SCHOOL _____

I request the use of _____ personal leave day(s) beginning _____ A.M. and ending
_____ P.M. on _____
(date)

Signature _____ Date _____

Approved:

by: _____ Date _____
Principal

_____ Date _____
Superintendent

Date Notified _____

Date _____

TO WHOM IT MAY CONCERN

_____ has been given permission to take the following courses or workshops listed below to be applied towards meeting additional hour requirements for increase increment credit on the present salary schedule.

(Course or Workshop)	(Hours)	(School)	(Date)
	(Sem. or Qtr.)		

Superintendent

GRIEVANCE FORM

Grievance # _____

NAME OF GRIEVANT _____ DATE FILED _____

A. Date Cause of Grievance occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

Signature of Grievant _____ Date _____

INFORMAL STEP

Discussion held on: _____

Signature of Administrator: _____

Signature of Employee/Association: _____

STEP 1

RECEIVED BY _____ DATE _____

DISPOSITION OF PRINCIPAL _____

SIGNATURE _____ DATE _____

STEP II

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERINTENDENT _____

SIGNATURE _____ DATE _____

STEP III

RECEIVED BY _____ DATE _____

DISPOSITION OF BOARD _____

SIGNATURE _____ DATE _____

STEP IV

This grievance is hereby submitted to arbitration.

GRIEVANT _____ DATE _____

ASSOCIATION PRESIDENT _____ DATE _____

RECEIVED BY SUPERINTENDENT _____ DATE _____

APPENDIX H

Please return to your building principal by _____

INTENTION NOTICE

Name _____ School Year 20 _____ to 20 _____

Present Assignment _____

Please check appropriate spaces:

_____ I am satisfied with my teaching assignment and plan to return next year.
_____ I do not plan to be here next year. A formal resignation will follow this notice.
_____ My plans are indefinite for next year. I wish a conference with the Superintendent concerning my employment for next year.
_____ I wish to be considered for possible transfer of teaching assignment(s).
Explain: _____

_____ I plan to attend summer school this year.
Subject area: _____

_____ Will additional college credit adjust your salary for next year?
Explain: _____

EXTRA-CURRICULAR ASSIGNMENTS

_____ I am satisfied with my extra-curricular assignment and plan to return next year.
_____ I do not plan to accept my present extra-curricular assignment. A formal resignation will follow.
_____ My plans are indefinite next year. I wish a conference with the Superintendent concerning my extra-curricular assignment next year.
_____ I wish to be considered for the following extra-curricular assignments, if openings occur.

Signature

**MCCOMB LOCAL SCHOOLS
ORAL REPRIMAND**

An oral reprimand was issued to: _____

Topic (no details): _____

Date issued in private: _____

Signatures: _____

Administrator

Employee

APPENDIX J

ELEMENTARY

Name: _____ Date: _____

Time: _____ Grade Level: _____

Date of Conference: _____

**ADMINISTRATOR’S/COACH’S OBSERVATION CHECKLIST
FOR THE BUILDING BLOCKS**

The following items are key elements of the Building Blocks which occur daily and which are observable. This does not include all activities of this block.

	1	2	3
Reading to children – both fiction and nonfiction			
Reading with children – shared reading of predictable big books			
Providing opportunities for children to read by themselves			
Writing for children – morning messages at the start of the day and journal entries at the end of the day.			
Writing with children – shared writing of predictable charts			
Providing opportunities for children to write by themselves			
Developing phonemic awareness (the oral)			
Working with letters and sounds (the written)			
Learning some “interesting-to-them words (names, environmental print, etc.)			
Teacher paces the lesson			
Teacher’s classroom management system is conducive to teaching and learning			

1 - No evidence

2 – Evidence suggests that teacher may need additional support and practice.

3 – Observation suggests implementation with understanding.

Comments/Suggestions

APPENDIX K

ELEMENTARY

Name: _____ Date: _____

Time: _____ Grade Level: _____

Date of Conference: _____

**ADMINISTRATOR'S/COACH'S OBSERVATION CHECKLIST
FOR THE
GUIDED READING/BASAL BLOCK**

The following items are key elements of the Guided Reading Block which occur daily and which are observable. This does not include all activities of this block.

	1	2	3
Teacher uses grade level or easier material			
Teacher builds prior knowledge to connect students to text prior to reading			
Teacher presents a brief mini-lesson on a comprehensive skill or strategy			
Teacher presents or reviews key vocabulary			
Teacher offer support with text prior to independent reading either by:			
Modeling the reading for the students while they track text, or			
Leading a shared or choral reading of the text			
Teacher states purpose for paired or grouped reading assignment.			
Teacher has students grouped in pairs or small flexible groups.			
Teacher provides multiple copies of the text for students			
Teacher is active during the independent reading time by:			
Monitoring targeted students and making anecdotal records, or			
Working with individual students or small groups.			
Teacher ensures that all students are engaged in reading.			
Teacher ensures that round-robin reading does not occur.			
Teacher brings whole group back together for closure activity			
Teacher promotes higher order thinking by posing questions beyond recall.			
Entire block focuses on comprehension (not discrete skills at word or letter or level)			
Teacher's classroom management system is conducive to teaching and learning			
Teacher paces the lesson for 30-40 total minutes			

1 – No evidence

2 – Evidence suggests that teacher may need additional support and practice.

3 – Observation suggests implementation with understanding.

Comments/Suggestions

APPENDIX M

ELEMENTARY

Name: _____ Date: _____

Time: _____ Grade Level: _____

Date of Conference: _____

**ADMINISTRATOR’S/COACH’S OBSERVATION CHECKLIST
FOR THE WRITING BLOCK**

The following items are key elements of the Writing Block which occur daily and which are observable. This does not include all activities of this block.

	1	2	3
Teacher composes/writes at overhead projector or chart paper.			
During the teacher’s writing model, the teacher			
models the use of class resources (Word Wall, charts, etc.)			
emphasizes a writing skill or strategy as mini-lesson, and			
uses the class Editor’s Check list at completion for brief editing.			
Transition into independent writing requires a minimum of disruption.			
Teacher allows students to make choices about independent writing topics			
Students are in various stages of the writing process during independent time.			
Teacher conferences with some students to discuss a piece of their writing			
All students are engaged in writing activities			
As closure activity			
time is provided for some students to share their writing aloud with the class			
good speaking skills are encouraged during sharing time.			
teacher encourages higher level, thoughtful questions about composition			
Class and student publications are displayed in the classroom.			
Teacher’s classroom management system is conducive to teaching and learning			
Teacher paces all activities so the block is 30-40 total minutes.			

1 – No evidence

2 – Evidence suggests that teacher may need additional support and practice.

3 – Observation suggests implementation with understanding.

Comments/Suggestions

ELEMENTARY

Name: _____ Date: _____

Time: _____ Grade Level: _____

Date of Conference: _____

**ADMINISTRATOR'S/COACH'S OBSERVATION CHECKLIST
FOR THE
SELF-SELECTED READING BLOCK**

The following items are key elements of the Self-Selected Reading Block which occur daily and which are observable. This does not include all activities of this block.

	1	2	3
Teacher reads aloud a selection with enthusiasm and expression			
Transition into independent reading requires a minimum of movement/noise			
Independent reading materials are easily accessible to all students.			
Book baskets include books with variety in genre, topics, and reading levels. (Bags)			
All students are engaged in reading.			
Early emergent readers have learned to "read" pictures with confidence			
Teacher has individual, brief (approx. 3 min.) conferences with several children			
Teacher uses a form to record conference information			
Some brief sharing time brings closure to the block.			
Teacher paces the activities so that the block is 30-40 minutes			
Teacher's classroom management system is conducive to teaching and learning.			

1 – No evidence

2 Evidence suggests that teacher may need additional support and practice.

3 – Observation suggests implementation with understanding.

Comments/Suggestions

**MIDDLE SCHOOL/HIGH SCHOOL
PRE-OBSERVATION CONFERENCE**

Teacher: _____ Observer: _____

Subject: _____ Date: _____ Time: _____

CLASS SETTING:

A. What have you and the students been doing in the past several lessons?

B. What is the topic of the lesson that will be observed?

C. What is the physical setting of the class?

STUDENT CHARACTERISTICS:

A. What are the prerequisite skills or knowledge needed by the students in order to accomplish the objectives?

B. Are there any students with unique characteristics in the class?

OBJECTIVES:

A. What are your objectives for this lesson?

B. What will the learner be able to do after your instruction?

C. Where do these fit into the course of study?

EVALUATION:

How will you know if the students have achieved the objectives of the lesson?

INSTRUCTIONAL STRATEGIES AND MATERIALS:

A. What is your role in this lesson?

B. What do you expect the students to do so far as involvement with you or with each other?

C. What materials will you use in the lesson?

SUPERVISORY ROLE:

A. What should be my focus while observing your class?

B. What instruments will be used in observation, if any?

**MIDDLE SCHOOL/HIGH SCHOOL
POST-OBSERVATION CONFERENCE SUMMARY**

Teacher _____ Observation Date _____ Conference Date _____

Subject _____ Observer _____ Instrument Used _____

Lesson Reconstruction

Commendations

Recommendations

Teacher Signature _____ Observer Signature _____

The signature of the teacher does not necessarily indicate agreement with the conference. The signature indicates that the conference was held and that the teacher received a copy of the summary and the instruments used.

APPENDIX R

MIDDLE SCHOOL/HIGH SCHOOL

Name _____

Date of Observation _____ Date of Conference _____

Observation # _____

TEACHING EFFECTIVENESS

1. Competence in teaching field:

Knowledge of subject needs improving			Average knowledge of subject			Has strong mastery of subject		
1	2	3	4	5	6	7	8	

Comments:

2. Organization of course content:

Lacks direction: vague			Organized based on objectives			Very well organized: shows thorough planning		
1	2	3	4	5	6	7	8	

Comments:

3. Preparation for each class:

Not enough planned			Activities well planned			Evidence of excellent planning		
1	2	3	4	5	6	7	8	

Comments:

4. Teaching skill:

Student interest appears low;		Average interest; procedure seldom changes				Steady interest: creates a desire to learn	
1	2	3	4	5	6	7	8

Comments:

5. Individualized instruction:

Teaching style is independent of learning styles		Some evidence of planning for various learning styles			Teaching modes accommodate various learning styles		
1	2	3	4	5	6	7	8

Comments:

6. Student-teacher interaction:

Little pupil participation. Student-teacher rapport does not exist		Routine questions. Average pupil participation. Rapport is good.			Challenging questions. Interesting discussion. Excellent rapport.		
1	2	3	4	5	6	7	8

Comments:

7. Discipline (learning environment):

Constant off-task behaviors. Confusion in classroom.		Distractions seldom interfere with instruction. Directions are followed.			Students are always on task. Good learning environment.		
1	2	3	4	5	6	7	8

Comments:

8. Instructional objectives:

Vague or indifferent.		Usually adequate and understood.			Students know and understand what is expected.		
1	2	3	4	5	6	7	8

Comments:

9. Closure:

Class ends abruptly at the bell. No summary or plans for continuity.		Some summary and direction for the next lesson.			Reflection exists for this lesson and an objective for the next.		
1	2	3	4	5	6	7	8

Comments:

10. Classroom management:

Classroom is unorganized and untidy.		Classroom order and appearance is acceptable.			Environment is conducive to learning		
1	2	3	4	5	6	7	8

Comments:

Evaluator's Comments:

Teacher's Comments:

Teacher: _____

Date: _____

Evaluator: _____

Date: _____

**McCOMB LOCAL SCHOOLS
Evaluation Form**

Teacher: _____ Pre-Conference Date: _____

Observ. #1 Date: _____ Time: _____ Observ. #2 Date: _____ Time: _____

Post-Conference Date: _____ Post-Conference Date: _____

KEY: SAT = Satisfactory NI = Needs Improvement
 UNS = Unsatisfactory (not to be used on first observation)
 NO = Not Observed

INSTRUCTIONAL/TEACHING TECHNIQUES	SAT	NI	UNS	NO
Provides for individual differences				
Uses a variety of instructional methods				
Directs students clearly with well thought out statements				
Demonstrates knowledge of subject matter				
Motivates and encourages good work habits				
Stresses positive reinforcement				
Checks of understanding				
Other:				

COMMENTS:

CLASSROOM CONTROL AND MANGEMENT	SAT	NI	UNS	NO
Provides ample opportunity for student participation				
Directs activities in an orderly fashion				
Provides maximum use of available time				
Works effectively with classroom as a unit, with group, and with individuals				
Utilizes effective techniques in handling behavior problems				
Other:				

COMMENTS:

**McCOMB LOCAL SCHOOLS
Evaluation Form**

PROFESSIONAL QUALITIES	SAT	NI	UNS	NO
Effectively contemplates job duties as assigned				
Demonstrates flexibility in adapting to changes in schedules and plans				
Continues academic growth through participation in classes, workshops, seminars And professional literature				
Effectively utilizes specialized personnel				
Is punctual and regular in attendance				
Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities				
Other:				

COMMENTS:

TEACHER/STAFF/PARENT/COMMUNITY RELATIONS	SAT	NI	UNS	NO
Maintains consistent, open communication with parents, staff, and administration				
Demonstrates a cooperative attitude towards interschool and co-curricular activities				
Shares and receives ideas with staff members (i.e. team planning, inservices, IEP, etc.)				
Is open and accessible to parents and community				
Other:				

COMMENTS:

**McCOMB LOCAL SCHOOLS
Evaluation Form**

GENERAL COMMENTS BY EVALUATOR:

GENERAL COMMENTS BY TEACHER:

Evaluator's conclusion and/or recommendation to the Superintendent:

- Continued Evaluation of Probationary Teacher
- Reemployment in McComb Local Schools under a _____ year limited contract
- Non-renewal of the teacher's contract
- Termination of a contract
- Recommend for continuing contract

Evaluation Summary Satisfactory Needs Improvement Unsatisfactory

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

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

WHEREAS, the McComb Teachers Education Association and the McComb Local School District Board of Education are parties to this Negotiated Agreement; and,

WHEREAS, Senate Bill 2 requires the implementation of a Master Teacher Committee; and

WHEREAS, Senate Bill 2 requires that this Committee be in place for the 2008-2009 school year; and

WHEREAS, the parties desire to fulfill the requirements of Senate Bill 2; and

WHEREAS, the McComb Teacher Education Association and the McComb Local School District Board of Education has the option to be a party of a consortium with the Educational Service Center of Hancock County to form a committee to meet the requirements of the Master Teacher Committee; and,

WHEREAS, the Master Teacher Committee is an issue that is required to be bargained; and

WHEREAS, both parties desire to settle this issue in an amicable manner.

NOW, THEREFORE, the parties agree to the following:

1. The Association agrees to participate in the Hancock Consortium provided by the Educational Service Center; and will be allowed to place up to two Association-appointed members on the ESC Committee handling Master Teacher regulations. For the initial year, every effort will be made to appoint National Board Certified members to the Master Teacher Committee. Thereafter, appointments will be made from the pool of approved Master Teachers.
2. Those teachers that are appointed to the Master Teacher Committee will be paid two percent (2%) of the starting base salary and will be allowed to attend all meetings. These meetings will not count against a teacher's professional leave.
3. Not attaining Master Teacher status will have no effect on evaluations, contract status, or any other discriminating terms and conditions of employment.
4. If the Association desires to form their own Master Teacher Committee, the Association will issue written notice to the District Superintendent.

5. Both parties will then enter into bargaining the terms and conditions of the Committee within thirty (30) days of such notice to Administration.
6. If no agreement can be reached by the parties, both parties agree that Federal Mediation shall be used as an attempt to reach resolution.

This agreement becomes effective upon the signatures of the parties and becomes attached to the current contract and all successor contracts unless otherwise negotiated.

Genieve R King 4/22/09
For the Association Date

Larry Orwick 4/22/09
For the Board Date

Marc Reimund 4/22/09
For the Association Date

Michael V. Feb 4-22-09
For the Board Date

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

STATE EMPLOYMENT
RELATIONS BOARD

2009 APR 27 P 12: 59

Writer's e-mail:
wpepple@pepple-waggoner.com

April 23, 2009

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: McComb Local School District Board of Education and the
McComb Teachers Education Association Negotiations, OEA/NEA
SERB Case No. 09-MED-02-0129
Our File No. 550-12-08

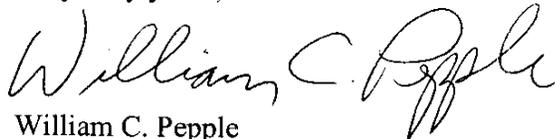
Gentlemen:

Enclosed herewith please find one copy of the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

An additional copy of the filing document and a self-addressed, stamped envelope have also been enclosed. Please return a time-stamped copy to me in the envelope provided.

Thank you for your assistance in this matter.

Very truly yours,



William C. Pepple

WCP/sm
Enclosures

cc: Mr. Michael Lamb, Superintendent (w/enclosures)
Ms. Marci Reimund, OEA Labor Relations Consultant (w/enclosures)

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

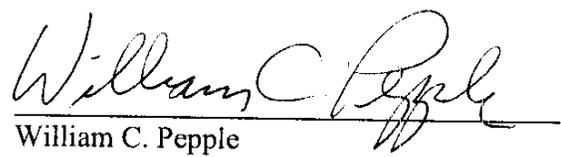
STATE EMPLOYMENT
RELATIONS BOARD

MCCOMB LOCAL SCHOOL DISTRICT)
BOARD OF EDUCATION)
)
)
 and)
)
MCCOMB TEACHERS EDUCATION)
ASSOCIATION, OEA/NEA)

CASE NO. 09-MED-02-0129 ^{2009 APR 27 P 12:59}

FILING OF
NEGOTIATED AGREEMENT

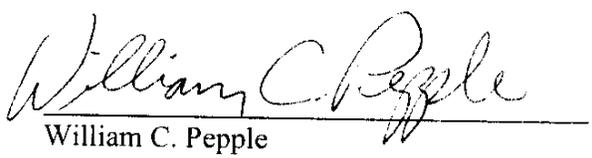
Pursuant to SERB Rule 4117-9-07, this Negotiated Agreement between the McComb Local School District Board of Education and the McComb Teachers Education Association OEA/NEA is hereby filed with the State Employment Relations Board.



William C. Pepple
Pepple & Waggoner, Ltd.
Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, OH 44131-6808
216-520-0088

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing has been served upon Ms. Marci Reimund, Labor Relations Consultant, Ohio Education Association, 6135 Trust Drive, Suite 218, Holland, OH 43528, by regular U.S. mail, this 23rd day of April, 2009.



William C. Pepple