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AGREEMENT

BETWEEN

**THE McDONALD
LOCAL BOARD OF EDUCATION**

AND

**THE McDONALD
EDUCATION ASSOCIATION**

September 1, 2010- August 31, 2013

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ARTICLE I RECOGNITION

This contract is entered into between the McDonald Board of Education ("Board") and the McDonald Education Association ("Association" or "M.E.A.") an affiliate of the Ohio Education Association and the National Education Association, as the representative of all certificated/licensed personnel employed as regular full-time employees (183 days salaried) by the Board or certified employees hired on a limited teacher contract who are employed for at least seventeen and one-half (17-1/2) hours per week, excluding the superintendent, principals, treasurer, and other supervisors and administrators who are engaged at least fifty percent of the time in administrative work and/or supervision of members of the bargaining unit. The Board recognizes the M.E.A. as the exclusive bargaining representative of such employees for the duration of this contract. The term employee is used in this contract to refer to the personnel in the bargaining unit defined in this section.

ARTICLE II MANAGEMENT RIGHTS

The McDonald Board of Education retains and reserves unto itself, except as limited by the specific and express terms of the Master Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities.
- B. To hire all employees, and subject to the provisions of the law and this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- C. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,

- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.
- F. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Master Agreement and Ohio Statutes, and then only to the laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE III ASSOCIATION RIGHTS

- A. Recognition Exclusivity: The Board recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit. Exclusive recognition means that the Board will not deal with any other organization, or an individual, in a manner or for a purpose inconsistent with the terms of this Master Contract. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with Master Contract, which shall be deemed incorporated by reference in each individual contract.
- B. In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee which shall not exceed the amount of dues uniformly required of members of the Association.
- C. Bargaining unit members may pay membership dues or the Association Service Fee directly to the Association or by payroll deduction made pursuant to a properly executed payroll deduction authorization form delivered to the school Treasurer.
- D. All teachers who are not members of the Association by October 1 or within thirty days of their employment date for new employees after September 1, shall pay a service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the treasurer before each school

year. By January 1 of each year, or within 30 days of the refusal to become a member for new employees hired after December 1, the service fee payers will receive from the Association a packet of information explaining the Association rebate process and the procedure for objecting to the Service Fee calculation. Thirty days following the receipt of this packet of information, the Board Treasurer will deduct in equal installments from the remaining school year pay periods, the full Service Fee and remit such deductions to the Association Treasurer on the date of the deduction.

- E. It shall be the responsibility of the Association to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of administration of or negotiating the Agreement or grievances. Payments by unit members holding religious conscientious objections shall be governed by ORC 4117.09 (C).
- F. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this service fee action.

ARTICLE IV RIGHTS OF THE PARTIES

- A. The M.E.A.'s rights as representative of the teachers are those rights specifically set forth in this contract or provided for under O.R.C. 4117.
- B. The Board and Administration agree that there will be no reprisals of any kind taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.
- C. The Association will be provided with copies of minutes of official meetings of the Board of Education. Copy of the official agenda, or any other public record, will be made available to the Association president when released to the Board of Education.
- D. The Association will have the right to use school buildings, with prior notification and approval from the Central Office, providing the McDonald Board of Education does not incur any additional expense for such meetings.

- E. The Association may provide and maintain one bulletin board of the appropriate size to be placed in the faculty lounges of each school building for the purpose of displaying notices, circulars, and other Association materials.
- F. The Association shall have the right to use the inter-school mail system to distribute materials to their building representatives.
- G. The rights and/or privileges granted to the Association by this article will not be granted to any other teachers' group or organization which purports to represent any teacher or group of teachers covered by this agreement.

ARTICLE V NEGOTIATION PROCEDURES

- A. If the Board wants to initiate negotiations, it shall do so by making a written request to the M.E.A. president. If the M.E.A. desires to initiate negotiations, it shall do so by making a written request to the Superintendent. The parties shall then establish a mutually convenient time and place for a meeting to take place within three weeks of the date on which the negotiations request is made. This time limit may be extended by mutual agreement.

Subsequent negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of subsequent meeting. All meetings shall be closed to the press and public, and all meetings shall be scheduled at reasonable intervals, places, and times so as to avoid, as nearly as practicable, conflict and interference with school and employment schedules.

- B. At the first two negotiating meetings, the parties shall prepare an agenda of items to be negotiated. Either party may decline to include an item prepared by the other party on the agenda. Such item shall be set aside during the course of negotiations, provided that:
 - (1) It may be raised during impasse proceedings (Paragraph G);
 - (2) It may be placed on the agenda later by mutual agreement.

- C. Negotiating Teams: The Board and the M.E.A. each may have up to four representatives. Each party is free to select its own representatives and an additional consultant or observer, provided that neither team shall have more than one representative who is not an employee of the McDonald Local School District.
- D. Consultants: Each party may call upon their consultant to consider and make suggestions on matters under discussion.
- E. Exchange of Information: The parties agree to furnish, upon written request and within a reasonable time, available information in such form as it may exist concerning the financial status of the school district and concerning other matters which are being negotiated.
- F. Agreement
 - 1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
 - 2. Final agreement reached through negotiations shall be reduced to writing and submitted to the certified personnel by the M.E.A. for approval, and all of the M.E.A. negotiators shall recommend and urge approval.

Upon approval by the bargaining unit represented by the M.E.A., the agreement shall be submitted to the Board for approval, and all of the Boards' negotiators shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board.
- G. If agreement is not reached on a successor agreement within sixty (60) days after the first negotiation meeting, the teams shall report back to their respective party for further advice and input. Neither party would be required to meet further, but thirty (30) days prior to contract expiration, either party may request Federal Mediation and the other side shall join in resumed discussion. Should a new contract not be agreed upon by the expiration date of the contract, the terms of this procedure shall expire.

- H. If the parties fail to reach agreement on any in-term bargaining, the parties agree to utilize the dispute resolution procedure identified in O.R.C. 4117.14.

ARTICLE VI GRIEVANCE PROCEDURE

- A. Purpose: This grievance procedure is designed to insure fair and orderly discussion of grievances without fear of reprisal, to promote open communication between the administration and staff, and to secure resolution of disputes at the lowest possible level.

- B. Rights of the Grievant and the Association

1. A grievance may be filed only by an employee who personally has been directly affected by the alleged violation, misapplication or misinterpretation of this Contract, or the Association on behalf of employees who have been affected by the alleged violation, misapplication or misinterpretation of this Contract.
2. If a teacher files a grievance, such fact cannot be used against that teacher in any recommendation or re-employment or for other employment; nor shall the teacher or the Association be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Also, grievance records are to be kept separate from permanent file records.
3. At any step of the procedure in which a decision seems satisfactory to the Association, the Association may withdraw its support of the grievant.
4. The grievant is entitled to representation by the Association at any and all steps of the grievance procedure.
5. If the Association or individual teacher fails to meet the time limits, the grievance is thereby waived.
6. The Association is invited to participate in all meetings to resolve any grievance at which the grievant is present.

- C. General Provisions

1. A "grievance" is an alleged violation, misapplication or misinterpretation of a specific term of this Contract.

2. A grievant is an employee, group of employees in the bargaining unit, or the Association alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group.
 3. A day shall be defined as a school calendar day for which teachers are compensated.
 4. An employee must file a written grievance (formal - Step I) within ten (10) days of the date on which he/she was affected by the alleged violation, misinterpretation or misapplication of this Contract. A grievance concerning an alleged violation, misapplication or misinterpretation which first affects the employee during a vacation, must be filed within ten (10) days of the resumption of classes.
 5. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
 6. At each formal level, either party may have representation of his/her choice.
- D. Informal Procedure: Any alleged grievance shall be discussed with the grievant's immediate supervisor before it is filed in writing in order to seek a mutually agreeable, equitable solution to the alleged grievance. The grievant will indicate that the discussion will pertain to a possible grievance.
- E. Formal Procedure: Step I: If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within ten (10) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the immediate supervisor and the superintendent.
- Within ten (10) days after receipt of the form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance and return a copy to the grievant, the Association president, and the superintendent, within ten (10) days after such meeting.
- F. Step II: If the grievant is not satisfied with the written disposition at Level I, the grievant may appeal the grievance

and request a meeting with superintendent within ten (10) days after receipt of the Level I written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within ten (10) days of superintendent's receipt of the appeal from Step I. The superintendent shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, the Association president, immediate supervisor and president of the Board of Education.

G. Step III: If the grievant is not satisfied with the superintendent's decision he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the superintendent not later than ten (10) days after the receipt of the superintendent's decision. Included in the grievant's appeal will be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board of Education will meet with the grievant in executive session unless required otherwise by law, at the next scheduled Board meeting or as soon as possible. After considering the grievance, the Board of Education will issue a decision within ten (10) days to the grievant, the Association president, the superintendent and the immediate supervisor involved.

H. Step IV - Binding Arbitration

1. If the Association is not satisfied with the disposition at Level III, it may appeal by submitting a demand for binding arbitration within ten (10) days after receipt of the written disposition at Level III. The demand for binding arbitration shall be submitted to the Superintendent by hand delivery with date of receipt noted or by mail with return receipt requested. The demand shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been violated, misinterpreted or misapplied and the remedy sought. If the parties are unable to mutually agree upon an arbitrator, then within ten (10) days after submission of the demand, the parties shall request a list of arbitrators from the American Arbitration Association (AAA). The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.

2. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and shall identify the winning party. A copy of the decision shall be sent to both the Board and the Association. The decision of the arbitrator shall be binding on both the Board and the Association with regard to matters involving the Collective Bargaining Contract.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this agreement, nor shall he make any decision contrary to law. He shall not imply obligations and conditions binding upon the parties from this agreement except as set forth herein.
4. The fees of the arbitrator shall be borne by the losing party.

ARTICLE VII VACANCIES/TRANSFERS/POSTING
PROCEDURES

- A. Notice of each vacancy in teaching and extracurricular positions will be posted in each school at least ten (10) days prior to filling the vacancy so that teachers can apply for the position. Summer bargaining unit vacancies, which occur prior to August 1, shall be posted for two (2) weeks before action is taken to fill the position. Teachers shall be notified by email during the summer. In addition, two representatives designated by the association will be mailed notice via U.S. mail.
 1. For this and all other parts of this contract, a vacancy shall be defined as a newly created position to be held by a bargaining unit member or a position currently held by a bargaining unit member that becomes vacant due to the death, resignation, retirement, non-renewal, termination, leave of absence or promotion of the bargaining unit member.
 2. Each bargaining unit member applying for a vacancy shall be interviewed for the vacancy. If the bargaining unit member is not chosen to fill the vacancy, he/she shall receive an explanation of the Superintendent's decision upon request.

- B. Transfer and assignment of employees shall be vested solely in the administration except as provided for in this contract; however, such transfer or assignment shall not violate state department certification/licensure standards. When it becomes necessary to transfer an employee due to reduction in the number of students or classes, the administration will first meet with the teachers affected and request a volunteer and if no one volunteers within five (5) days, the administration will then select the person.
- C. The Board shall comply with statutory requirements for issuing annual salary notices. In addition to such notices required by statute, the principal of each building shall notify each teacher before the tenth (10th) of August stating the teacher's classroom schedule and grade level assignment(s) provided such notice shall not restrict the right to make a different assignment if unexpected vacancies arise.

**ARTICLE VIII WORKING CONDITIONS AND OTHER TERMS
AND CONDITIONS OF EMPLOYMENT**

- A. Teacher participation in any local school-related organization shall be voluntary. However, both the Board and the Association believe that such participation is desirable.

All teachers may be required to attend the MHS Graduation ceremony and the Roosevelt Open House.

- B. The Board will continue to make reasonable efforts to provide safe working conditions.
- C. The Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:
 - 1. Name of Employee
 - 2. Name of school district and Board of Education employing said employee
 - 3. Type of contract (limited or continuing)
 - 4. Employee agreement that he/she shall abide by the school rules, regulations, policies and the negotiated contract
 - 5. Provision for signature and date of signature of the employee.

- D. The Superintendent shall consult with the M.E.A. before completing the school calendar which is to be adopted by the Board of Education.
- E. The length of the school year for bargaining unit members shall not exceed one hundred eighty-three (183) days; students shall be in attendance one hundred eighty (180) days. Two (2) days shall be teacher work (report) days, and one (1) day shall be a teacher in-service. Two (2) waiver days maybe be granted as part of the one hundred eighty-three (183) days.
- F. The school day for all full-time members of the Bargaining Unit shall not be longer than seven (7) hours of consecutive time and shall include a thirty (30) minute, duty-free, uninterrupted lunch period. The administration may extend the day beyond the seven (7) hour day ten (10) times per year. Such extension of the work day shall not exceed one (1) hour.
 - 1. Each full-time bargaining unit member shall be guaranteed at least 200 minutes of conference and planning time every week. Music, physical education, computer lab, library, and/or other special areas, except art, shall not be taught by the elementary classroom teacher. The conference and planning time for the elementary must start after the first ten (10) minutes and end prior to the last ten (10) minutes of the student day which is determined by the administration. A teacher assigned to conference and planning time shall have no student supervisory assignments during that conference and planning time.
- G. Formal reprimand or discipline of a teacher shall take place in the following manner:
 - 1. When the administration believes a teacher is in violation of (1) Board rules/regulations or (2) professional performance, the administrator shall hold a conference with the teacher which constitutes a verbal warning. All such warnings shall be documented and signed by the parties. The warning shall contain the time and date of the above referenced conference and shall be titled "verbal warning".
 - 2. If there is a repeat violation, the administrator shall place a written reprimand in the teacher's personnel file. The teacher shall be notified of the placement of any reprimand/disciplinary notices in his/her personnel file.

3. Teachers shall have the right to have an Association representative attend the conference in #1 above, and the right to place a written response to the reprimand in his/her file.
- H. If a teacher is required by the administration to substitute in another class during his/her planning period, or if more than five (5) additional students are assigned to the existing class as a means of covering another teacher's class or assignment, then the teacher shall be paid according to the supplemental index as delineated in Appendix B per period for performing such substitute work. This provision shall not apply to teachers who are required to cover homeroom periods.
 - I. The administration shall attempt to equalize teachers' duties, both teaching and non-teaching. Duties shall be assigned in a fair and equitable manner. It is expressly understood that the administration must address any and all problems, and that the M.E.A. has recourse through both the executive committee and the grievance procedure.
 - J. Any bargaining unit member who is under contract assigned outside of the regular 183 day school year shall be paid his/her per diem rate for each day of work and not given compensatory released time during the school year. The bargaining unit member's per diem rate shall be calculated in the same manner as in Article XII (B) of this contract.
 - K. Tutors, home instructors, and other hourly paid employees such as but not limited to the D.P.P.F. librarian and computer lab instructor, are not members of the McDonald Education Association.
 - L. Substitute teachers shall become members of the bargaining unit upon completion of sixty (60) consecutive school days in the same teaching assignment or one hundred twenty (120) school days in any combination of assignments during a single school year. Such substitute teachers, subject to continued satisfactory performance shall remain in the bargaining unit until return to duty of the teacher whose position the substitute has been assigned to fill or the end of the current school year, whichever shall come first. Inclusion in the bargaining unit shall not require the assignment of a substitute to duty or payment for any day for which there is no need for the substitute teacher's services. Substitute teachers shall have no right to employment or re-employment in any subsequent year unless offered a contract of employment by the Board of Education.

M. Children of active, retired and deceased bargaining unit employees of the school district, who are not residents, will be offered priority admission status under open enrollment provided:

1. Room is available in the classes offered at the appropriate grade level.
2. Parents provide their own transportation without seeking compensation from the McDonald Schools.
3. Services needed by the student must be available utilizing the existing personnel and educational program offerings of the district.

N. Sexual Harassment

1. It is the policy of the McDonald Local School District to maintain a learning and working environment that is free from sexual harassment.

It shall be a violation of this policy for any staff member of the McDonald Local School District to harass another staff member or student through conduct or communications of a sexual nature as defined in Section 2. It shall be a violation of this policy for students to harass other students or staff members through conduct or communications of a sexual nature as defined in Section 2.

2. Sexual harassment shall consist of unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any member of the school staff to another staff member, when made by any member of the school staff to a student, when made by a student to another student, when made by a student to a staff member.

a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education or when:

b. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual or when:

- c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive education or employment environment.
3. Sexual harassment as set forth in Section 2 may include, but is not limited to the following:
 - a. Verbal harassment or abuse
 - b. Pressure for sexual activity
 - c. Repeated remarks to a person, with sexual or demeaning implications
 - d. Unwelcomed touching
 - e. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.
4. Procedures: Any person who alleges sexual harassment by any staff member or student in the school district may complain directly to the principal or the next immediate supervisor in cases where the allegations are against the principal or the immediate supervisor. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments.
5. The right to confidentiality, both of the complainant and the accused, will be respected consistent with the school's legal obligations, and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.
6. Sanctions
 - a. A substantiated charge against a staff member in the McDonald Local School District shall subject such staff member to disciplinary action which may include discharge.
 - b. A substantiated charge against a student in the McDonald Local School District shall subject that student to disciplinary action including suspension or expulsion.

c. Given the nature of this type of discrimination, the McDonald Local School District also recognizes that false accusations of sexual harassment can have serious effects on innocent people. Therefore, false accusations will result in the same severe disciplinary action applicable to one found guilty of sexual harassment.

7. Notification: Notice of this policy will be communicated to all departments, all bargaining unit members, and all students of the McDonald Local School District and incorporated in teacher and student handbooks. It will also be communicated to all organizations in the community having cooperative agreements with the public schools via the District's website. Failure to comply with this policy may result in termination of the cooperative agreement. The Superintendent shall develop guidelines and reporting forms to be followed in cases involving sexual harassment.

ARTICLE IX REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions the following procedures shall apply:

- A. Whenever it becomes necessary for the Board of Education to implement a reduction in force, the Board shall do so due to program changes in compliance with reasons identified in O.R.C. 3319.17; (H.B. 66)
1. Decreased enrollment of pupils.
 2. Decrease in school districts revenues.
 3. Return to duty of regular teachers after leave of absence.
 4. Suspension of schools or territorial changes affecting the school district.
 5. A Board of Education may also make reasonable reduction in teaching employees for financial reasons.
 6. Board may suspend positions in whole or in part.
 7. Statutory RIF provisions prevail over collectively bargained RIF provisions.
- B. Attrition: The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed.
- C. Layoff: Within each teaching field affected, based on teaching certificates/licenses on file in the Superintendent's office by

March 15 each year, reduction not achieved by attrition shall be accomplished first by suspending teachers who are on limited contracts in order of seniority from least to greatest and, second, by suspending continuing contracts in order of seniority from least to greatest.

- D. Seniority for this and all other parts of the contract shall be defined as the number of years of continuous service to the district, exclusive of Board approved unpaid leaves. A seniority list shall be posted in each building September 30 and April 30 of each year. The Association President shall also receive a copy of the seniority list. Past periods of time on recall due to reduction-in-force or on authorized leave of absence shall not be considered a break in continuous service. Continuous service (seniority) ties shall be broken by:

1) the earlier date of the Board meeting that the teacher was hired;

2) if a tie remains, the affected employees will participate in a drawing in order to break the tie. Numbered chips will be drawn alphabetically by last name at the time of hire within three days of the board meeting. A union representative, employee or designee, board representative, and an administrative representative will be present for the drawing. Any prior year ties will be drawn by September 25, 2010.

3) Part time seniority prior to September 1, 2007 will be granted at the same rate as full time staff. After September 1, 2007, all part time seniority will be prorated based upon percentage of employment calculated by the number of periods worked in a day divided by the total number of periods in a workday.

- E. Recall shall be done in inverse order of reduction with teachers on continuing contracts with most seniority being offered re-employment first, then limited contracts with the most seniority being recalled. Recall shall be to a vacancy for which the individual is properly certified. No new employees may be hired until laid off employees have been offered the position and have rejected the offer, or are removed from recall list as outlined below.

1. Employees who are suspended due to reduction-in-force after January 1, 1990, who are on continuing contracts, shall be retained on the recall list indefinitely. Teachers who are on limited contracts shall remain on the recall list

for twenty-four (24) months (the beginning of the third year) from the date of the reduction-in-force

2. An employee may be removed from the recall list if he/she: a) waives his/her recall rights in writing; b) resigns; c) fails to accept recall to a position for which he/she is certified within fourteen (14) days of notification; or d) fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
3. The employee who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.
4. All recall notices to the employee and acceptance notices to the superintendent shall be mailed by certified mail, with knowledge of receipt provided, or by hand delivery.

F. Rights While on Suspension

1. If recalled, the individual shall return with the same seniority level, and total sick leave accumulation as on the last day of employment.
2. The employee shall have the right to any of all insurance benefits for a period of eighteen (18) months, in full accordance with COBRA.

ARTICLE X NON-RENEWAL PROCEDURES

The employees of the McDonald Local Schools shall follow all provisions of ORC 3319.11 in reference to continuing service, limited contract, and non-renewal procedures.

ARTICLE XI LEAVES

- A. Sick Leave Accumulation: Each member of the bargaining unit who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay each year. This sick leave shall be awarded in the following manner:
1. Each bargaining unit member shall accrue 1.25 days sick leave per month totaling 15 (fifteen) days per year.
 2. Certified/licensed employees who are less than full time may accrue sick leave days on a prorated basis based on the number of hours worked.

3. Bargaining unit members may be advanced a maximum of five (5) days per year which will reduce future sick leave accrual. If a member leaves the district prior to repaying advanced sick leave days, his/her final pay will be reduced by his/her per diem rate for the remaining unpaid days.
4. Unused sick leave shall be cumulative (at the previous stated rate of 15 days per year) up to three hundred twenty (320) days. After the three hundred twenty (320) days limit is reached, no sick leave will accumulate. Any bargaining unit member with a balance greater than three hundred twenty (320) days as of September 1, 2010 will maintain that balance without further accumulation minus any usage.
5. The Treasurer's Office will notify all employees monthly of their accumulated sick leave status. Notifications shall be made on employee's paycheck stub.

B. Sick Leave

1. A teacher may be absent from regular duties because of personal illness for the following reasons: personal illness, pregnancy, injury, and exposure to contagious disease. A teacher may be required to submit a doctor's excuse after using five (5) consecutive days of sick leave.
2. Absence because of illness or injury in the immediate family shall be granted and charged against accumulated sick leave. The immediate family is interpreted to include:
 - 1) Permanent residents living in the quarters used by the school employee
 - 2) Parents and in-law parents
 - 3) Spouse
 - 4) Children of employee or spouse
 - 5) Sisters, brothers, grandchildren, and grandparents of the employee
3. The administration shall approve use of sick leave in units as small as one-half (1/2) day.
4. The Board of Education, upon written request of a teacher, shall grant a leave of absence without pay, for a period of

not more than two (2) consecutive school years where illness or other disability is the reason for the request.

C. Bereavement Leave

1. For bereavement reasons, the employee shall be entitled to three (3) days per occurrence in the immediate family. The immediate family for bereavement leave is interpreted to include the following:

Permanent residents living in the quarters used by the school employee, parents and in-law parents, spouse, children of employee or spouse, Sisters and brothers, sisters-in-law and brothers-in-law, nieces, nephews, grandchildren, grandparents of employee or spouse, and/or aunts and uncles of employee or spouse.

2. Employees may use sick leave for additional bereavement leave.
3. Bargaining unit members shall be excused should they desire to attend the memorial service of a current McDonald student or a current bargaining unit member with no loss of pay.

D. Parental Leave/Adoption Leave

1. A bargaining unit member shall be granted parental/adoption leave without pay and benefits for the remainder of the school year in which a request is applied for and up to one (1) year thereafter. Written notice shall be given to the Superintendent at least forty (40) days prior to the date of expected parental leave.
2. Upon return to work, the employee shall have priority in reassignment to a vacancy for which he/she is qualified under his/her certificate/license, but shall not have prior claim to the exact position they had before the leave of absence became effective. The school system will have discharged its responsibilities under the policy after the individual has been declared eligible for re-employment.
3. All benefits shall be reinstated upon return to work; however, he/she shall not advance in increments unless he/she taught at least one hundred twenty (120) days of the school year in which the leave commenced.

- E. Family Medical Leave Act (FMLA): The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. If an employee takes a leave granted under this Article for a reason covered by the FMLA, the leave shall be administered under the provisions of the FMLA.
- F. Personal Leave: All teachers except casual substitutes shall annually be granted three (3) days of unrestricted personal leave with pay on a non-cumulative basis. Personal leave will not be used the day before or the day after a holiday, unless approved by the administration. Unrestricted means no reason is necessary. Teachers will file a personal leave form for the Treasurer's use prior to the personal leave. Unused personal leave days shall be converted to sick leave days at the end of each school year. Use of personal leave days may be limited to six (6) teachers per day per building.
- G. Professional Leave
1. A teacher shall be granted a leave of absence for one (1) year for education purposes. Requests shall be submitted to the Superintendent prior to July 1.
 2. No leave of absence for other work shall be granted to an educational employee except in such cases where the Board determines that such work will increase the effectiveness of the individual in the system in his/her school responsibilities.
- H. Assault and Work-Related Disability Leave: The Board will grant assault leave of up to a maximum of thirty days to an employee who is absent due to a physical disability resulting from a physical attack, or work-related injury accepted by Worker's Compensation. The granting of this leave is subject to the following limitations.
1. The physical attack or disability must occur on school property or at a school activity.
 2. If the attack or injury occurs at other than the above places, it must be related directly to an action or decision made by the teacher in the course of performing Board of Education or Administrator assigned duties.
 3. A teacher or a member of the immediate family claiming this leave must make application on the Board of Education forms.

4. The personnel so injured must present proper written proof to the Superintendent that they are under the care of a physician for such injury.
5. Assault and work-related disability leave granted under rules adopted by the Board shall not be charged against sick leave earned or earnable under this agreement.
6. The teacher agrees to reimburse the Board for days of leave from benefits related to the absences received from Worker's Compensation. Said benefits are only those paid to the teacher for the absences from work.

I. Return from Leave

1. Any leave granted by the Board does not ensure that the employee will be assigned the same position prior to the leave of absence, but reinstatement will be made in areas of proper certification/licensure.
2. A teacher on leave of absence who wishes to return to duty the following school year shall notify the Superintendent not later than March 15 of the year returning to duty.

J. Sick Leave Bank

1. Establishment

- a. A mandatory Sick Leave Bank will be established. Each bargaining unit member will contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the first pay period of September. The Treasurer's Office of the McDonald Board of Education will note on the paycheck stubs when a sick leave day is contributed to the Bank. The donated day is not returnable.
- b. When the Bank exceeds two hundred fifty (250) days, only new employees must contribute five (5) days to the Sick Leave Bank over five years.
- c. During the year, additional days may be donated by bargaining unit members upon the agreement of the Sick Leave Bank Committee.
- d. If the Bank falls below two hundred twenty-five (225) days, members will automatically begin donating one day per year beginning the following school year.

e. At no time shall the sick leave bank exceed three-hundred and sixty-six (366) days.

2. Operational Procedures

a. Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member, spouse, or children. A doctor's statement is required with the application in order to be considered.

b. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days. Members may not use days in the Sick Leave Bank to extend parental leave.

c. All applications for withdrawal from the Bank shall be in writing, shall be verified with the Committee, and may be submitted in behalf of an employee by another person when necessary because of the incapacity of the employee.

d. Any withdrawal shall be in full day units in increments of no less than five (5) nor more than thirty (30) days. Separate requests are to be made for each increment thereafter. The maximum number of days any member can use for one (1) illness, injury or complications thereof shall be one hundred eighty-three (183).

e. Members shall not be required to repay days borrowed from the Sick Leave Bank.

3. Sick Leave Bank Committee

a. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Board will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein.

b. The Sick Leave Bank Committee (hereafter referred to as the SBC) shall be composed of the following five (5) persons:

Treasurer of the Board
Two (2) bargaining unit members from the elementary school

Two (2) bargaining unit members from the high school

The bargaining unit members are to be appointed by the Association President on a yearly basis.

c. One of the four bargaining unit members will be selected to act as chairperson of the SBC.

d. Should a vacancy occur on the SBC, the President of MEA shall appoint a replacement for the vacant position.

e. The SBC will be responsible for developing forms needed to operate the Sick Leave Bank.

K. Employee Rights

1. Employees who are absent on sick leave pursuant to this Article XI shall have the same rights while on leave and upon return from leave as other employees who are on sick leave for reasons other than those covered by this article. Likewise, employees who are absent on unpaid leave pursuant to Article XI shall have the same rights while on leave and upon return from leave as other employees who are absent on unpaid leave pursuant to Section 3319.13 of the Ohio Revised Code.
2. Employees on unpaid leave may continue at their own expense any or all insurance coverage provided employees by this contract for up to twelve (12) months. The cost of the insurance coverage shall be at the same rate as that paid by the Board for the same coverage. Thereafter, employees are eligible for COBRA coverage.

ARTICLE XII SEVERANCE PAY

Any employee of the Board who severs employment and qualifies for severance pay may use unused accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculations for the severance benefit shall be twenty-five (25) percent of the unused accumulated sick leave days not to exceed eighty (80) days.
- B. Severance pay shall be made on a per diem rate at the time of separation (contractual salary, including supplemental contracts,) divided by the total number of days in the school calendar (183 days).
- C. To qualify for severance pay the teacher must have been employed by the Board for ten (10) consecutive years.
- D. This severance pay shall be paid only once by the Board to an employee who has never collected severance pay from the McDonald Local Schools.
- E. Severance pay shall be paid to certified/licensed personnel who qualify within sixty (60) days of the request for the severance payment to the treasurer of the district.

ARTICLE XIII TUITION

Tuition Reimbursement: The McDonald Board of Education shall allocate eight thousand-five hundred dollars (\$8,500) per school year for tuition reimbursement. The funds shall be distributed on a first-come, first-served basis. The Board shall pay fifty (\$50.00) dollars per quarter hour, and seventy-five (\$75.00) dollars per semester hour for credit courses taken up to the stated maximum. Once the cap is met, members may re-submit requests previously not granted the following school year with priority given during the month of September.

ARTICLE XIV PAYROLL

- A. Payroll Procedures and Deductions: There shall be twenty-four (24) pay periods during each twelve (12) month school year. Pay days will be on the tenth (10th) and the twenty-fifth (25th) of each month. If the pay date falls on the weekend or on a holiday, it will be paid the last workday prior to that date.

A program of direct deposit of payroll checks shall be mandatory for all bargaining unit members. A bargaining unit member may choose to have his/her paycheck deposited to any financial institution in the Automated Clearinghouse (ACH) System. All funds shall be timely deposited in order for funds to be accessible by the end of the business day on each pay date. The bargaining unit member shall supply the District Treasurer with the necessary bank account information at least ten (10) days prior to the date on which the direct deposit process is to take effect. The bargaining unit member will be responsible for keeping the District Treasurer informed of any changes in his/her direct deposit information.

Supplemental contract payment will be made upon completion of duties. If the supplemental contract calls for a full year of service, payment will be made in January and June.

- B. Other Payroll Deductions: The McDonald Board of Education shall provide a payroll deduction plan for teachers for the following items: Tax-Sheltered Annuities, Life Insurance above the amount of such Board-paid Insurance, Hospitalization, Cancer Insurance, Credit Union, Professional Dues, Income Protection Plan, Ohio Tuition Trust, and Internal Revenue Code (IRC) Section 125 Plan. Authorized payroll deductions will begin fourteen (14) days following notification of the treasurer of the district.
- C. The treasurer shall, when authorized on the basis of individually signed authorization cards, deduct the United Teaching Professional dues from the pay of every such authorizing member of the bargaining unit and pay such dues to the treasurer of the Association. The deductions shall be in 24 equal payments beginning in September and ending in August .
- D. Jury Duty: Any regular employee who is required to be absent from duty to perform jury service or is subpoenaed by the court to give testimony in a case to which the employee is not a party during his/her scheduled work period will be paid the difference between his/her remuneration as a member of the jury (less transportation costs) or witness and his/her regular contractual salary.

ARTICLE XV INSURANCE

The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

- A. Plan Description: Eligible bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage (including prescription drug coverage) will choose from the PPO plans offered through the Consortium. Such bargaining unit members choosing PPO-1 will contribute twenty (20%) or members choosing PPO-2 will contribute ten (10%) percent of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1 or PPO-2, the employee shall pay 20% (PPO-1) or 10% (PPO-2) percent of the appropriate monthly premium costs by payroll deduction.

Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage (including prescription drug coverage) may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to the maximum allowed by law annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the

Section 125 Plan. Election for this plan can be made only once per year.

Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than \$175.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive opt-out payments if both receive coverage through the Consortium.

Eligible bargaining unit members who chose to forego their right to health, vision and dental coverage shall receive an opt-out benefit in the amount of nine percent (9%) of PPO2 family annual premium during the month of June of the school year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the opt-out.

An eligible bargaining unit member that has declined the available coverage under this contract who suffers a "catastrophic change" (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPOs for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any opt-out payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or participate in assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in the health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County School Insurance Consortium. A summary plan description (SPD) is attached to this contract as Appendix F.

B. Eligibility:

1. Effective July 1, 2008, the Board shall provide hospitalization, major medical, and dental insurance policies for each full-time bargaining unit members (183 day/7hr. per day salaried position) in accordance with the Trumbull County Schools Insurance Consortium. The hospitalization and major medical shall be provided through the Trumbull County Schools Insurance Consortium Plan Design except for the following provisions: Those employees who work less than three and one half (3.5) hours per day. shall not be eligible to participate in district provided hospitalization, major medical, vision and dental insurance policies Employees working between three and one half (3.5), i.e. half time teacher, and seven (7) hours per day shall be eligible to participate on a prorated board share basis.

2. All employees must comply with the terms of the policy and the insurance company's procedures concerning matters

such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.

A. All new school district employees eligible for health/dental/vision will have their "window" open to them from their first work day for a period of 30 days with coverage effective the first day of the following month.

B. The treasurer will provide a form to each employee with the first paycheck in December of each year. Each employee who chooses to change his/her coverage must complete, sign, and return the form to the treasurer's office within ten (10) working days. This period will henceforth be known as the "window" during which employees may change their coverage each year.

C. If the board receives a premium holiday from the consortium, the employee contribution will not be withheld from their pay for the holiday period.

3. Dental insurance will be 90% Board paid, 10% employee paid for full time employees. Vision insurance will be 100% paid by the Board for full-time employees.
 4. Any member of the Association who is on a Board approved leave of absence shall have the right to participate in any of the contract insurance benefits. If a member opts to participate in an insurance benefit program, he/she shall pay the insurance premium amount to the McDonald School District's treasurer on a monthly basis, prior to the fifteenth (15th) day of the preceding month to be insured. Employees on leaves of absence will not be eligible for rebates.
- C. Section 125 Plan: The Board shall contract with a Third Party Administrator (TPA) for Internal Revenue Code (IRC) Section 125 benefits for employees. There shall be no initiation or sign up fees for employees who choose to use this option. Employee contributions under Section 125 will be made by payroll deduction.
- D. Life Insurance: The Board shall provide each full-time bargaining unit member (183 day salaried position) a paid group life insurance policy in the amount of \$50,000 for the

duration of this contract. Additional amounts of insurance may be purchased at the expense of each member in accordance with and subject to the insurance carrier's policy.

ARTICLE XVI TEACHER APPRAISAL

- A. The responsibility for the content and completion of the Official Performance Report rests primarily with the building principal and shall be based on first-hand observations of the teacher's performance. The principal may request counsel with appropriate administrative personnel on these procedures.
- B. Limited contract teachers shall be evaluated consistent with ORC 3319.111.
- C. All tenured bargaining unit members shall receive at least one (1) evaluation each third year following at least one thirty (30) minute in-classroom observation of the teacher's performance by the building principal or by an administrator holding certification/licensure. The in-class observations shall be conducted between September 15 and April 1 and the written evaluation given to the teacher within ten (10) days of the in-class observation.
- D. The principal or administrator who conducted the observation shall meet with the teacher to discuss the evaluation. Should deficiencies be identified in the written evaluation, the evaluator shall make specific written recommendations for correcting deficiencies. Copies of the evaluations shall be given to the teacher prior to the meeting between the principal and the teacher. Evaluations and recommendations shall be given to the Board no later than April 10, of each year.
- E. The primary goal of evaluation is the individual growth and development of each professional staff member. It cannot only provide a critique of teacher's performance but also actions to improve it. The appraiser-teacher relationship should be one of mutual trust, confidence, and non-threatening in nature. Every educator has the right to the assurance that all evaluation of his/her performance shall be conducted openly with his/her full knowledge and awareness.
- F. The evaluation procedures set forth above are the sole evaluation procedures utilized by this district in the evaluation of bargaining unit members, said evaluation procedures shall specifically supersede the evaluation procedures set forth in Revised Code Section 3319.11.

ARTICLE XVII COMMUNITY AND PROFESSIONAL ACTIVITIES

- A. **Staff Participation:** All employees of the Board of Education are encouraged to participate in professional activities of educational organizations which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curricular studies, and educational leadership in experimental programs.

The Board encourages employees to actively participate in meetings of local, state, and national professional organizations. The payment of employees' expenses incurred in attendance and the salaries of substitutes may be carried by the Board as an in-service training item. Up to six (6) days without loss of pay shall be granted to the Association to be used by the officers of the local, state, and national educational organizations while on official duty. Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation. Request for permission to attend professional meetings must be approved by the Superintendent. The employee may be asked to file with the Treasurer of the Board a report on the activities of the conference with recommendations, if any, for use by employees and by the Board.

ARTICLE XVIII LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

It is mutually agreed between the McDonald Education Association (Association) and the McDonald Board of Education (Board) that the following shall constitute the provisions for the Local Professional Development Committee (LPDC):

- A. There shall be one LPDC for the McDonald Local School District. Membership on the committee will follow guidelines set forth in the Ohio Revised codes or by mutual agreement between the M.E.A/ and the McDonald Local Board of Education.
- B. Appeal Process shall consist of two steps:
- Step one – Reconsideration by the LPDC
 - Step two – A final decision will be made by local Appeals Board.

This Appeals Board shall be made up of one (1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. The decision of this Board shall be final.

C. Each member of the LPDC shall receive compensation at an hourly rate equal to \$20 per hour for each meeting attended where official LPDC action is taken. Each member will be paid a minimum of one hour per meeting and in increments of 1/4 hour thereafter. Each member will also be paid one hour of additional prep-time for each meeting attended where official action is taken.

D. Terms of Office:

1. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September.
2. There shall be a secretary/recorder elected by majority vote of the LPDC. The Secretary/recorder shall be elected for one-year term running September to September.
3. The remaining three members shall serve one -year terms running September to September.

E. Vacancies:

1. If an administrative position vacancy exists, it shall be filled by the Board.
2. If an Association vacancy exists, it shall be filled by the Association.

F. Removal:

1. The Association appointees on the LPDC shall be removed from the committee in accordance with procedure found within the Association's Constitution and By-laws.
2. Administration appointees of the LPDC shall be removed according to the administrative policy on removal from LPDC.

G. Training: Each LPDC member shall also participate in professional development designed to prepare them for the

role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

- H. Meetings: The LPDC shall meet once (1) per month. Other meetings can be called as necessary.

ARTICLE XIX SCHEDULED SALARIES

- A. The term "years of experience" as used in the Salary Schedule shall mean years employed as a teacher by the Board provided that the Board shall give new teachers credit for teaching experience in other districts and shall also give credit to such teachers for up to five (5) years military service in accordance with Section 3317.13 of the Ohio Revised Code. Placement on the salary schedule shall be calculated beginning with the number of years of continuous service to the district in the appropriate column multiplied by the percentage of a full-time schedule that a bargaining unit member is employed. A year of teaching service consists of a year in which the teacher taught one hundred and twenty (120) days under contract. A partial year of eight or more full months military service shall count as a year of service.
- B. Salary Schedule Placement: The Board will pay employees in accordance with their training and experience at the annual rates specified in the indexed salary schedules attached.
1. Employees with less than a bachelor's degree or a bachelor's degree shall be paid on the BA column.
 2. Employees with a bachelor's degree that have earned fifteen (15) semester hours, twenty-two and one-half (22.5) quarter hours or forty-five (45) continuing education units (C.E.U.'s) or a combination thereof after earning a bachelor's degree shall be placed on the BA + 15 column. The hours earned may be graduate, undergraduate or a combination of both.
 3. After receiving a bachelor's degree, employees that have earned thirty (30) semester hours or forty-five (45) quarter hours, or 90 CEU's or a combination thereof, or with a master's degree, shall be paid on the BA+30/MS column.
 4. After receiving a Master's degree, employees that have earned fifteen (15) semester hours or twenty-two and one-

half (22.5) quarter hours, or a combination thereof shall be paid on the MS+15 column.

5. After receiving a Master's degree, employees that have earned thirty (30) semester hours or forty-five (45) quarter hours, or a combination thereof shall be paid on the MS+30 column.
- C. A salary adjustment due to a change in experience or training level requires that the employee notify the treasurer by the submission of a transcript prior to September 15 of the appropriate contract year.
- D. The base salary on the teacher's indexed salary schedule to be effective September 1, 2010 for 1.00 (Step 0, B.A. Column) shall be \$30,722 for all three years of the contract. Salary schedules are attached as Appendix A.
- E. Extra-Curricular Activities:
1. All teachers holding supplemental positions shall be paid in accordance with the new Supplemental Salary Schedules for 2010-2013 attached as Appendix B. The base salary on which all supplemental pays are based shall be in accordance with the appropriate base for the school year identified in Appendix "A."
 2. All Extra-Curricular Activity vacancies shall be posted within thirty (30) days of an employee's final day of service for an extra curricular activity. All Extra-Curricular Activities shall be filled within forty-five (45) days of the posting.

ARTICLE XX DISTRIBUTION

Within thirty (30) days after this contract is signed, will be placed on the District website and e-mailed to all bargaining unit members. Copies will be provided upon request up to 75 copies with the costs to be shared equally by the Board and MEA.

ARTICLE XXI DURATION

This contract shall be in effect from September 1, 2010, until August 31, 2013, and may be extended thereafter by mutual agreement. A

new contract may be negotiated as provided in Article V, "Negotiation Procedures."

ARTICLE XXII COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.

The written provisions of this agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of negotiations.

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

ARTICLE XXIII SIGNATURE PAGE

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this 2 day of August, 2010.

FOR THE BOARD


Jeff Hughes, Board President


Barry Morrison, Superintendent

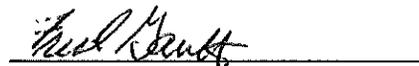

Brian Stidham, Treasurer

Additional team member for
the Board:

Gary Carkido, Principal
Kate Harvey, Board Member
Jack Dugan, Board Member

FOR THE ASSOCIATION


Samantha Rozzo, MEA President


Fred Gault, MEA Vice President


~~Diane Krumpak, MEA Treasurer~~
Patrice Simmons, Team Member

Additional team member for
MEA:

~~Patrice Simmons~~

McDONALD LOCAL SCHOOLS
2010-2013 SALARY SCHEDULE

Base Salary: \$30,722

Step	BA	BA + 15	BA+30/MS	MS+15	MS+30
0	\$30,722 1.000	\$32,258 1.050	\$33,794 1.100	\$35,330 1.150	\$36,866 1.200
1	32,258 1.050	33,763 1.099	35,422 1.153	37,051 1.206	38,679 1.259
2	33,794 1.100	35,269 1.148	37,051 1.206	38,679 1.259	40,307 1.312
3	35,023 1.140	36,774 1.197	38,679 1.259	40,307 1.312	41,936 1.365
4	36,375 1.184	38,280 1.246	40,307 1.312	41,936 1.365	43,564 1.418
5	37,788 1.230	39,785 1.295	41,936 1.365	43,564 1.418	45,192 1.471
6	39,232 1.277	41,290 1.344	43,564 1.418	45,192 1.471	46,820 1.524
7	40,676 1.324	42,888 1.396	45,192 1.471	46,820 1.524	48,449 1.577
8	42,120 1.371	44,301 1.442	46,820 1.524	48,449 1.577	50,077 1.630
9	43,564 1.418	45,807 1.491	48,449 1.577	50,077 1.630	51,736 1.684
10	45,008 1.465	47,312 1.540	50,077 1.630	51,736 1.684	53,395 1.738
11	46,452 1.512	48,848 1.590	51,736 1.684	53,395 1.738	55,054 1.792
12	47,896 1.559	50,384 1.640	53,395 1.738	55,054 1.792	56,713 1.846
13	49,340 1.606	51,920 1.690	55,054 1.792	56,713 1.846	58,372 1.900
14	50,783 1.653	53,456 1.740	56,713 1.846	58,372 1.900	60,031 1.954
15	52,227 1.700	54,992 1.790	58,372 1.900	60,031 1.954	61,567 2.004
20	53,671 1.747	56,528 1.840	60,031 1.954	61,567 2.004	63,226 2.058
25	55,207 1.797	58,065 1.890	61,567 2.004	63,226 2.058	64,885 2.112

McDONALD LOCAL SCHOOLS
SALARY SCHEDULE - EXTRA-CURRICULAR ACTIVITES
Effective September 1, 2010 - BASE SALARY \$30,722

<u>TITLE</u>	<u>SALARY</u>	<u>TITLE</u>	<u>SALARY</u>
<u>ATHLETIC DIRECTOR</u>	\$7,373	<u>TRACK - BOYS</u>	
Asst. Athletic Director	1,536	Head Coach	\$3,379
		Asst. Coach	1,843
<u>BASEBALL COACH</u>	3,379	Jr. High Coach	1,536
Asst. Baseball Coach	1,843		
		<u>TRACK - GIRLS</u>	
<u>BASKETBALL - BOYS</u>		Head Coach	3,379
Head Coach	7,066	Asst. Coach	1,843
Reserve Coach	3,994	Jr. High Coach	1,536
Freshman Coach	3,379		
8th Grade Coach	2,458	Golf Coach - Varsity	2,765
7th Grade Coach	2,458	Bowling Coach- Varsity	2,765
5th & 6th Grade Coach	1,229		
		<u>BAND</u>	
<u>BASEKTBALL - GIRLS</u>		Director	4,608
Head Coach	7,066	Asst. Director	3,379
Reserve Coach	3,994	Pep Band Director	922
8th Grade Coach	2,458		
7th Grade Coach	2,458	<u>Drama Club Advisor</u>	2,151
5th & 6th Grade Coach	1,229	<u>Elem. Patrol Advisor</u>	922
		<u>Elem. Music Program</u>	922
<u>CHEERLEADER</u>		per semester	
Varsity Coach	3,072	<u>Jr. Class Advisor</u>	1,843
Jr. High Coach	1,536	<u>Sr. Class Advisor</u>	2,151
		<u>Student Council Advisor</u>	1,536
<u>CROSS COUNTRY COACH (2)</u>		<u>NHS Advisor</u>	1,843
Boys Coach	3,379	<u>Yearbook Advisor</u>	3,994
Girls Coach	3,379	<u>Swim Club Advisor</u>	3,994
		<u>Intervention, Detention,</u>	
Boys Jr. High Coach	1,536	<u>Substitution and Overflow</u>	
Girls Jr. High Coach	1,536	<u>Classes</u>	
		Any class period counts as 1	
		hour -	\$18.50/Hr
		Time in excess of 1 hour paid in	
		.25 increments	
		and must be approved by	
		building level principal.	
		Increments:	
		1-15 min	0.25
		16-30 min	0.5
		31-45 min	0.75
		46-60 min	1.00
<u>FOOTBALL</u>		<u>Teacher Mentor</u>	500
Head Coach	7,066	a. Add'l mentees up to 2, \$250 each	
Asst. Coach	3,994	b. Up to 3 total mentees	
Freshman Coach	3,994	c. If more than 3 mentees per bldg, add'l mentors may be	
Jr. High Coach	2,458	hired	
<u>PHYSICAL FITNESS COACH</u>	2,765		
<u>SOFTBALL COACH</u>	3,379		
Asst. Softball Coach	1,843		
<u>TENNIS COACH</u>	3,379		
<u>Academic Advisor</u>	922		
<u>Elementary Academic Advisor</u>			
(Prep Bowl)	922		

**FY2011 Recovery Plan Ongoing Savings
Supplemental Positions not being filled**

\$40,514.67

Assistant Athletic Director

Salary	1,536.00
Benefits	256.51
Total Savings	1,792.51

Freshman Boys Basketball Coach combining with JV

Salary	3,379.00
Benefits	564.29
Total Savings	3,943.29

7th grade Boys Basketball Coach combining with 8th grade

Salary	2,458.00
Benefits	410.48
Total Savings	2,868.48

7th grade Girls Basketball Coach combining with 8th grade

Salary	2,458.00
Benefits	410.48
Total Savings	2,868.48

5th/6th grade Boys Basketball Coach switched to 8 grade coach and cost

Salary	2,458.00
Benefits	410.48
Total Savings	2,868.48

5th/6th grade Girls Basketball Coach switched to 8th grade coach and cost

Salary	2,458.00
Benefits	410.48
Total Savings	2,868.48

Jr High Cheerleading Coach combining with Varsity

Salary	1,536.00
Benefits	256.51
Total Savings	1,792.51

Jr High CC Coach, combine boys/girls Jr High team

Salary	1,536.00
Benefits	256.51
Total Savings	1,792.51

1 Asst Football Coaches leaving 2

Salary	3,994.00
Benefits	666.99
Total Savings	4,660.99

Jr High Football Coach

Salary	2,458.00
Benefits	410.48

Total Savings 2,868.48

Physical Fitness Coach

Salary 2,765.00

Benefits 461.75

Total Savings 3,226.75

Jr High Boys Track Coach combining into Asst

Salary 1,536.00

Benefits 256.51

Total Savings 1,792.51

Jr High Girls Track Coach combining into Asst

Salary 1,536.00

Benefits 256.51

Total Savings 1,792.51

Pep Band Director

Salary 922.00

Benefits 153.97

Total Savings 1,075.97

Elem Patrol Advisor

Salary 922.00

Benefits 153.97

Total Savings 1,075.97

Elem Music Program reduce to 1 pmt per year

Salary 922.00

Benefits 153.97

Total Savings 1,075.97

Jr Class Advisor combining with Sr Class Advisor

Salary 1,843.00

Benefits 307.78

Total Savings 2,150.78

McDONALD LOCAL SCHOOL DISTRICT

APPRAISAL INSTRUMENT

BACKGROUND INFORMATION SHEET

- 1. Name _____
- 2. Building _____
- 2. Subjects and/or Grades _____
- 4. Position _____
- _____
- 5. Major Field of Study _____
- 6. Degree(s) Held _____
- 7. Years of Service _____
- 8. Service in Present School _____
- 9. Total Experience _____
- _____

10. Current Contract Status:

Assigned Limited Continuing
Substitute _____ Contract _____ Contract _____ Replacement

11. Professional Activities Engaged in During the Year:

(Committee work, professional organization activities, course work, sabbatical leave and other types of activities)

Original: Principal
Copy: Appraiser
Copy: Superintendent

**McDONALD LOCAL SCHOOL DISTRICT
OBSERVATION CHECKLIST**

Name _____

Building _____

Subject/Grade _____

I. Classroom Observation Date _____ Time _____

Teacher Presentation of Lesson

Teaching Aids Used

<input type="checkbox"/> Lecture Type	<input type="checkbox"/> Question-Answer Type	<input type="checkbox"/> Text	<input type="checkbox"/> Chalk and Chalkboard
<input type="checkbox"/> Student Reports	<input type="checkbox"/> Group Work	<input type="checkbox"/> Overhead Projector	
<input type="checkbox"/> Teacher Working with Individual		<input type="checkbox"/> Maps	<input type="checkbox"/> Record Player
<input type="checkbox"/> Silent Reading		<input type="checkbox"/> Filmstrip	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	

A. Teaching Performance	S	NI	N/A
1. Effective planning and presentation of lesson	___	___	___
2. Encourage pupil participation	___	___	___
3. Holds pupils' attention	___	___	___
4. Tries to motivate students	___	___	___
5. Uses positive approach toward students	___	___	___
6. Shows enthusiasm for material being taught	___	___	___
7. Assignments are clear, concise, and relevant	___	___	___
8. Techniques suitable to grade and/or subject	___	___	___
B. Classroom Management			
1. Has effective control	___	___	___
2. Appearance of room is conducive to the educational process	___	___	___
II. Professional Qualities			
A. Is punctual	___	___	___
B. Cooperates with staff	___	___	___
C. Cooperates with administration	___	___	___
D. Records and reports are kept up to date	___	___	___
E. Knows and follows school board policies & procedures	___	___	___
F. Knows and follows administrative policies, building regulations, & supplemental contract policies	___	___	___
G. Works cooperatively with parents	___	___	___
H. Fosters good school - community relations	___	___	___
III. Personal Qualities			
A. Personal appearance is conducive to the educational process	___	___	___
B. Displays positive attitude toward school environment	___	___	___
C. Demonstrates effective written and oral communication	___	___	___

McDONALD LOCAL SCHOOL DISTRICT
TEACHER APPRAISAL REPORT

Name _____

Building(s) _____

Subject/Grade _____

Directions: Comments in each area to be written in by the appraiser compiled from the Observation Checklist.

I. Classroom Observation

A. Teaching Performance: _____

Recommendations: _____

B. Classroom Management: _____

Recommendations: _____

II. Professional Qualities: _____

Recommendations: _____

III. Personal Qualities: _____

Recommendations: _____

IV. General Comments (Optional): _____

OVERALL RATING (Check One): _____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

Date of Conference

Appraiser's Signature

To Be Checked by the Teacher: _____ I concur with the Appraisal.
_____ I do not concur with the Appraisal

The teacher has the right to attach comments to the Appraisal.

Teacher's Signature

CERTIFICATE
(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: _____

McDONALD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY: _____
Treasurer

BY: _____
Superintendent of Schools

BY: _____
President, Board of Education

THE FINE PRINT

The above form is intended for the general guidance of school personnel only and no representation is made as to the appropriateness of this form in all circumstances. It is recommended that professional counsel be sought before utilizing this form in any given factual situation.

Comparison of current PPO Plan versus New alternative PPO Plans

Trumbull County Schools Consortium - July, 2008 Medical Plan Options

Benefits	Current - EH-01-01-2004		PPO #1		PPO #2 - New Employees		PPO #3	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Deductible	N/A	\$200/\$400	\$100/\$200	\$200/\$400	\$350/\$700	\$500/\$1,000	\$1,100/\$2,200	\$2,000/\$4,000
Coinsurance	N/A	80/20%	90/10%	80/20%	80/20%	60/40%	80/20%	60/40%
Out-of-Pocket Maximums - Includes Deductible & Excludes Copays	N/A	\$1,200/\$2,400	\$400/\$800	\$1,200/\$2,400	\$1,350/\$2,700	\$4,000/\$8,000	\$5,100/\$10,200	\$10,000/\$20,000
Human Organ Transplant Maximum	N/A		\$1,000,000 - starts over at \$0		\$1,000,000 - starts over at \$0		\$1,000,000 - starts over at \$0	
Lifetime Maximum includes Medical & Rx costs	N/A		\$2,000,000 starts over at \$0		\$2,000,000 starts over at \$0		\$2,000,000 starts over at \$0	
Preventive O.V. Copays	\$10 - limit to \$200 for physical exam	20-50% - limit to \$200 for physical exam	\$20	20%	\$20	40%	\$30	40%
Medical O.V. Copays	\$10	20%	\$20	20%	\$20	40%	\$30	40%
Emergency Room Copays	\$50		07-2007 - \$75 copay 07-2008 - \$100 copay, then 90% after deductible (applies to both years)		07-2007 - \$75 copay 07-2008 - \$100 copay, then 90% after deductible (applies to both years)		07-2007 - \$75 copay 07-2008 - \$100 copay, then 90% after deductible (applies to both years)	
Surgeries, Medical Care, Diagnostic Services, Maternity, Skilled Nursing, Home Health, Ambulance, Physical Therapy, Chemotherapy	N/A	20%	10%	20%	20%	40%	20%	40%

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Comparison of current PPO Plan versus New alternative PPO Plans

Trumbull County Schools Consortium - July, 2008 Medical Plan Options

Benefits	Current - Eff. 01-01-2004-		PPO #1		PPO #2 - New Employees		PPO #3	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Gastric Bypass Surgeries	N/A	20%	10% - \$30,000 Lifetime Maximum	20% - \$30,000 Lifetime Maximum	20% - \$30,000 Lifetime Maximum	40% - \$30,000 Lifetime Maximum	20% - \$30,000 Lifetime Maximum	40% - \$30,000 Lifetime Maximum
Routine PAP, PSA, Mammograms	N/A	20%	N/A - 0% includes all routine tests ordered by the physician	20% - includes all routine tests ordered by the physician	N/A - 0% includes all routine tests ordered by the physician	40% - includes all routine tests ordered by the physician	N/A - 0% includes all routine tests ordered by the physician	40% - includes all routine tests ordered by the physician
Routine Hearing & Vision Tests	\$25	50%	\$25	50%	\$25	50%	\$30	50%
All Immunizations & Injections	N/A	20%	N/A - 0%	20%	N/A - 0%	40%	N/A - 0%	40%
I.P. Mental Health & Substance Abuse	N/A - 60 Days	20% - 60 days	10% - 60 days	20% - 60 days	20% - 60 days	40% - 60 days	20% - 60 days	40% - 60 days
O.P. Mental Health & Substance Abuse	\$20 - 50 visits	20% - 50 visits (not applied to coinsurance limit)	10% - 50 visits	20% - 50 visits (not applied to coinsurance limit)	20% - 50 visits	40% - 50 visits (not applied to coinsurance limits)	20% - 50 visits	40% - 50 visits (not applied to coinsurance limits)
TMJ Services	N/A	20%	10% - \$1,000 Lifetime Maximum	20% - \$1,000 Lifetime Maximum	20% - \$1,000 Lifetime Maximum	40% - \$1,000 Lifetime Maximum	20% - \$1,000 Lifetime Maximum	40% - \$1,000 Lifetime Maximum
Health Care Spending - Employee Funded (Flexible Spending Accounts)	N/A		Up to \$2,500		Up to \$2,500		Up to \$2,500	
District Funded (Health Care Reimbursement Account)	N/A		N/A		\$100 Single / \$200 Family		\$500 Single / \$1,000 Family	

Health Reimbursement Accounts do not cover co-payments for PPO Options 2 & 3. Also, fourth quarter deductible carryover does not apply to PPO Options 2 & 3 for Health Reimbursement Accounts. Health Reimbursement Accounts are funded through rating structure with annual carry-over of unused balance (combined for In-Network & Non-Network).

Comparison of current PPO Plan versus New alternative PPO Plans

Trumbull County Schools Consortium - July, 2008 Medical Plan Options

Benefits	Current Plan 01-01-2004		PPO #1		PPO #2 - New Employees		PPO #3	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Employee Contributions	Varies per District	Varies per District	5% of Premium	5% of Premium	10% of Premium	10% of Premium	0% - None	0% - None
Spousal Coverage	Varies per District	Varies per District	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.	Spouse must enroll in any available single coverage plan if spouses contribution is less than \$100/month. When both spouses are employed within the consortium, the birthday rule applies for which employee is eligible for family coverage or both may be eligible for only single coverage.
Health Risk Assessment & Disease Management Programs	Available	Available	Must be completed by employees and dependents					

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Comparison of current PPO Plan versus New alternative PPO Plans

Trumbull County Schools Consortium - July, 2008 Medical Plan Options								
Benefits	Current PPO #1 - 2004		PPO #1		PPO #2 - New Employees		PPO #3	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Opt-Out	Varies per District		No Opt-Out plan shall exceed the 12% maximum pay out.					
Dependent Eligibility	Required, as requested	Required, as requested	Required, as requested	Required, as requested	Required, as requested	Required, as requested	Required, as requested	Required, as requested

3/21/2007

9h

Comparison of current PPO Rx Plan versus New alternative PPO Rx Plans

Trumbull County Schools Consortium - 07-01-2008 Pharmacy Plan Option		
Prescription Drugs	Current	Rx Plan - eff 07-01-2008
	Greater of 34-day supply or 100 Unit dose:	Changing Retail Day Supply to 30-day limit
Retail - 30 day supply	Generic - \$5 copay Preferred Brand - \$10 copay Non-Preferred Brand - \$10 copay Mandatory Mail Order - N/A	Generic - \$5 copay Preferred Brand - \$20 copay Non-Preferred Brand - \$35 copay Mandatory Mail Order - 4th Fill
Mail Order Drugs - 90 Day Supply	Generic - \$10 copay Preferred - \$25 copay Non-Preferred - \$25 copay.	Generic - 10 copay Preferred - \$40 copay Non-Preferred - \$70 copay
Lifestyle-Like Drugs Retail - Mail Order	Generally Covered (except cosmetic products)	Retail - 50% coinsurance - 30 days supply Mail Order Drugs - 50% coinsurance - 90 days supply
Prescription Drug Exclusions	Diaphragms, contraceptive jellies or ointments, foams or devices Therapeutic devices or appliances Retin-A for individuals over age 19; Cosmetic Products Non-federal legend drugs; Investigational or experimental drugs Drugs received from a Non-Participating Pharmacy Infertility Drugs, Weight Loss Drugs & Growth Hormones	

Rev. 02-26-2008

MEMORANDUM OF UNDERSTANDING
Between the
MCDONALD LOCAL BOARD OF EDUCATION
and the
MCDONALD EDUCATION ASSOCIATION

WHEREAS, a Memorandum of Understanding (MOU) took effect on June 8, 2000, between the McDonald Local Board of Education (hereinafter the Board) and the McDonald Education Association (hereinafter the Union) allowing bargaining unit members to use CEU's for advancement to the BA+ 30/MS column and the MS + 15 Column of the Salary Schedule, and

WHEREAS, the Board Treasurer has informed the Union that no bargaining unit members have submitted CEU's for M + 15 Column placement since August 31, 2002, and the Union is relying on the accuracy of this information in reaching this agreement, and

WHEREAS, the Board and the Union have determined to resolve issues related to the impact of the June 8, 2000 MOU on the Salary Schedule of the Master Agreement that will take effect on September 1, 2005, including a new MS + 30 Column,

NOW THEREFORE, the Board and the Union agree to the following resolution as it relates to the use of CEU's for placement on the MS + 15 and MS + 30 Columns:

1. CEU's earned by bargaining unit members between June 8, 2000 and August 31, 2002 shall continue to count for placement on the MS + 15 Column, and shall also count for placement on the new MS + 30 Column.
2. CEU's earned by bargaining unit members after August 31, 2002 shall not count for placement beyond the BA + 30/MS Column.
3. This Memorandum of Understanding shall take effect immediately upon signing by the representatives of the Board and the Union listed below.