

11-MED-04-0718

1497-01

STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT 2011 DEC 12 P 1:58

K# 27889

between the

**MAHONING COUNTY CAREER &
TECHNICAL CENTER SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**MAHONING COUNTY CAREER &
TECHNICAL CENTER EDUCATION
ASSOCIATION**

September 1, 2011 through August 31, 2014

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This Agreement made and entered into by and between the Board of Education of the Mahoning County Career and Technical Center School District and the Mahoning County Career and Technical Center Education Association is as follows:

ARTICLE I - RECOGNITION

1.01 **Statement of Recognition**

The Mahoning County Career and Technical Center Board of Education, hereinafter referred to as the Board, recognizes the Mahoning County Career and Technical Center Education Association, hereinafter referred to as the Association, as the sole and exclusive employee representative for the bargaining unit of employees employed by the Board as defined in Section 1.02 below.

1.02 **Definition of Bargaining Unit**

The bargaining unit of employees represented by the Association shall be defined as follows:

1.021 **Inclusions**

All professional licensed personnel employed by the Board inclusive of the Adult Education position of Farm Business Planning and Analysis Instructor and Academic Intervention Tutor.

1.022 **Exclusions**

- A. The Superintendent, the Director of Career & Technical Education, all administrators, supervisors, and other personnel with supervisory, administrative, or managerial responsibilities; and any personnel who have the authority to recommend the hiring, discharge, or the discipline of an employee or the authority to evaluate the professional performance of an employee or the authority to recommend resolutions to grievances.
- B. All Adult Education positions with the exclusion of the position of Farm Business Planning and Analysis Instructor.
- C. Adult Education programming shall not be used to supplant or to diminish the secondary programming.

1.03 Duration of Recognition; Representation Election

The duration of recognition of the Association and any representation election shall be in accordance with Chapter 4117 of the Ohio Revised Code and Administrative Rules adopted pursuant thereto.

1.04 Board and Association Meetings

Board and Association representatives, to include the Superintendent and Association President, may meet on a monthly basis, or when either party requests, to discuss matters of concern raised by either party. The meeting shall not have more than three representatives from each side present. Such meetings shall not be for the purpose of circumventing the negotiation procedure or grievance procedure provided in this Agreement. Each party shall submit in writing to the other at least one workday before the meeting an agenda listing those matters it wishes to discuss. A meeting may be cancelled or postponed by mutual agreement.

1.05 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to work.
- D. Immediate Supervisor: The person in an administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the Association.
- E. Superintendent: The Superintendent of the Mahoning County Career and Technical Center District or his/her designated representative.
- F. Association: The Mahoning County Career and Technical Center Education Association/OEA/NEA.
- G. Board: The Board of Education of the Mahoning County Career and Technical Center School District.
- H. Seniority: Seniority shall be defined as the employee's length of continuous service as a bargaining unit member, commencing from the employee's first day worked. An employee's seniority shall include time spent on an approved leave of absence or any other Board-approved leave.

An employee's seniority shall be broken upon resignation, discharge for just cause, or accepting a supervisory/administrative position for longer than one year.

1. Exclusions

- a. Service rendered beyond the normal work year shall not be considered toward accumulated seniority.
- b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority, provided, however, that if an employee is returned to the Employee Unit after administrative service for a period of not longer than one school year, such year shall count toward the employee's accumulated seniority.

2. Seniority Tie-Breaking Procedure

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

3. Seniority Accrual for Part-Time Employees

Effective September 1, 1991, seniority for part-time employees shall be determined by totaling the number of hours on active employment status during the school year and dividing such total number of hours first by seven (7) and then by one hundred eighty-four (184) to arrive at the amount of seniority to be credited to the employee for that school year.

1.06 Association Rights

Recognition of the Association as the sole and exclusive employee representative shall entitle the association to certain privileges not granted to any other employee representative:

A. The right to payroll deduction of membership dues in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of certified employees when so authorized in writing by each employee. Such authorization shall continue in effect from year to year unless revoked by the employee between July 15 and August 15 of any year on a form provided by the Association. A copy of such revocation shall be provided simultaneously both to the Board and to the Association.
2. The deductions for those previously on payroll deduction or those so notifying the Treasurer shall be made equally from each pay check beginning with the first pay check in the month of October and ending with the last pay check in May.
3. Individual authorization forms for dues deductions shall be furnished by the Association and, when executed, shall be filed by the Association with the School District Treasurer.
4. Dues deductions shall be transmitted by the District Treasurer to the Association Treasurer.
5. The right to refund to the employee monies deducted from their pay shall lie solely with the Association.

B. The right to assess an Agency Shop fee in accordance with the following provisions:

1. Who may be Assessed
 - a. All employees who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing.
 - b. All employees who are not members on the effective date of this Agreement shall not later than the thirtieth day following its effective date become and remain members in good standing or pay a representation fee equivalent to but not to exceed the total dues of the Association; and
 - c. All employees who are hired on or after the effective date of this Agreement shall not later than the thirtieth day following the beginning of such employment become and remain members in good standing of the Association or pay a representation

fee equivalent to but not to exceed the total dues of the Association.

2. Assessment/Payment Procedure

All employees shall:

- a. Sign and deliver to the Association and the District Treasurer a copy of the "Assignment and Authorization Form" for Association membership, or
- b. The Board shall deduct the agency shop fee from the pay checks of an employee who is not a member of the Association. The deduction shall be in accordance with the procedures specified in Section 1.06 A. 2. above. The deduction shall commence in accordance with the effective dates specified in Section 1.06 B. 1. b. and c. above unless the District Treasurer receives written notice from the Association that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the District Treasurer by the Association.
- c. The District Treasurer shall pay such dues/fees to the Treasurer of the Association. The deductions shall be made in accordance with regular payroll deduction of Association dues as provided in Section 1.06 A-2 of this Agreement.

3. Indemnification and Hold Harmless

The Association shall indemnify the Board, District Treasurer, their agents, or assignee, and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of action taken by the Board for the purpose of complying with any of the provisions of this agency shop fee provision or in reliance on any list, notices, or assignments furnished under any of such provisions.

The Association shall provide the Attorney to represent the Board and Association in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives the Association written notice within ten days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided

- a. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, permit the Association or its affiliated organizations to intervene as a party if it so desires, and/or to not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in the action;
 - b. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.
- C. The right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or the Director. Permission to make announcements shall not be unreasonably withheld.
 - D. The right to use the building public address system to make announcements subject to the prior approval of the Director. Permission to make announcements shall not be unreasonably withheld.
 - E. The right to post notices and other information regarding Association activities and concerns on a bulletin board in the same location as employee mailboxes for exclusive use by the Association. Items may be posted or removed from such locations only by designated Association representatives. Items posted on the bulletin board shall be limited to information concerning Association business.
 - F. The right of the Association to use the Board's regular daily intra-school mail.
 - G. The right of the Association to use the school building provided that advance approval has been received from the Office of the Director.

- H. The right of Association area representatives/officers to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all other types of audio-visual equipment when such equipment is not otherwise in use.
1. The use of school equipment is strictly to service the legitimate business of the Association as it relates to the membership.
 2. Supplies in connection with use of such equipment will be furnished or paid for by the Association.
- I. The right of designated Association representatives to engage in activity directly relating to the Association's duties as employee representative during the school day and without loss of pay, provided such activity occurs during the first ten minutes of the school day, during the lunch period, during the planning period, after student dismissal, or at any other time during the school day when the employees involved are not assigned to an instructional duty or a regular non-instructional duty, or are not directed to perform a duty which demands the employee's immediate attention.
- J. The right of the Association to hold membership meetings during the school day and without loss of pay, provided that said meetings are scheduled after student dismissal, do not conflict with an administratively-scheduled faculty meeting involving the entire faculty, and are not construed to justify employee absence at a supervisor's meeting which was scheduled prior to the scheduling of the Association membership meeting. Scheduling of meetings shall be accomplished by the recording of the meeting date, time, and location of the meeting in the building appointment book.
- K. The right of the grievant, the Association President or designee, and any Association witnesses to attend arbitration hearings during the school day without loss of pay. The Association shall assume the cost of providing a substitute, if required, for the Association President and each Association witness, exclusive of the grievant. In the event of a grievance filed by the Association on behalf of the entire Association or a group within the Association, the Association President shall be considered the grievant for the purposes of this Section.
- L. The right of the Association President to receive an advance copy of the agenda of each Board meeting. Such agenda shall be sent to the Association President by intra-school mail. A representative of the Association shall be permitted to address the Board during its regular meetings.

M. The right of the Association President to receive, upon request, sufficient copies for all employees of a directory listing the names, addresses, phone numbers, and job assignments on record for all employees of the Board.

N. The right of the Association President to receive, upon request, the names and addresses of newly employed employees.

1.07 Non-Discrimination

The Board and the Association shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, gender, religion, marital status, age, political affiliations or opinions, and/or personal life of employees. All provisions of this contract, Board policy, and any building policies shall be uniformly applied and administered for all members of the bargaining unit. Board and building policies shall not be in violation of the contract.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

2.011 Request for Meeting

A written request for meeting shall be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association no later than sixty days before the date of expiration of this Agreement. Neither party may be compelled to commence negotiations earlier than one hundred twenty days before expiration of the Agreement.

2.012 Negotiations Proposals

Each party shall present its negotiations proposals not later than the second meeting, except by mutual agreement.

2.02 Scope of Negotiations

The Board shall enter into an agreement with the recognized bargaining representative for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours, and other terms and conditions of employment of the employees.

2.03 Meetings

Meetings between the negotiating team of the Association and the Superintendent and/or his/her official representative shall be scheduled for a mutually satisfactory time within fifteen days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

- A. Both sides agree to provide the other party with relevant data and supporting information in such form as it exists.
- B. Each team shall have not more than five members, which may include a professional negotiator if so desired.
- C. Consultants may be used, if deemed advisable, by each party.
- D. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent.
- E. While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.
- F. All proposals and counterproposals shall be presented in written form.

2.04 Disagreement

2.041 Mediation

At any time after the thirtieth day of the sixty days negotiations period, either party may request mediation conducted under the auspices of the Federal Mediation and Conciliation Service. Upon such request by either party, the parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator can be available and shall continue until the expiration of the Collective Bargaining Agreement, and, if the parties mutually agree, may continue thereafter.

2.042 Cost of Mediation

The cost of mediation, if any, shall be shared equally by the Board and the Association.

2.05 Agreement

2.051 Final Agreement

When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent or his designee and to the membership of the Association by its President or his designee.

2.052 Adoption

Adoption of the aforesaid contractual agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Upon such ratification, two copies of the final agreement shall be signed by the representatives of each party, one copy to be kept by the Association and one copy to be kept by the Board.

2.06 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved in negotiations.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 Definition

A grievance is defined as a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance Procedure.

3.02 Step 1: Informal Procedure

An employee who feels that he/she has a grievance shall discuss it with his/her immediate supervisor. If the grievant determines that said discussion does not effect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure.

3.03 Step 2

The employee or the Association may present the grievance in writing on the Grievance Form set forth in Appendix M of this Agreement to the employee's supervisor, who shall arrange for a meeting to take place within five workdays after receipt of the grievance. The Association's representative, the aggrieved employee, his/her supervisor, and the Director shall be present for the meeting. The supervisor must provide the employee and the Association with his/her written answer to the grievance within three workdays after the conclusion of the meeting.

3.04 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent within five workdays after the receipt of the Step 2 answer, or within eight workdays after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five workdays of the Superintendent's receipt of the appeal. Upon conclusion of the

hearing, the Superintendent shall have three workdays in which to provide a written decision to the Association.

3.05 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may schedule a grievance hearing with the Board at its next regular meeting after the Superintendent's written response should have been rendered. At the option of the Association, this Step 4 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.06 of this Article, unless the Board objects thereto before the end of the next workday following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration. Upon conclusion of the hearing, the Board shall have five workdays in which to provide its written decision to the Association.

3.06 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, or if the Association and Board have waived Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five workdays from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If a demand for arbitration is not filed within thirty workdays of the date for the Board's Step 4 answer or the Superintendent's decision if the Association and Board have waived Step 4, then the grievance will be deemed withdrawn.

3.061 Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement.

3.062 Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.063 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

3.07 Time Limits

3.071 Summer "Workdays;" Extensions

During the summer recess when school is not in regular session, "workday" shall mean any day when the administrative offices are scheduled to be open. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort will be made to expedite the grievance process. Whenever illness or other inability prevents attendance of either party or its representatives at a grievance meeting, the time limit for such meeting shall be extended to a date when such persons can be present.

3.072 Waiver of Grievance

If a grievance is not initiated within twenty workdays after the grievant knew, or should have known, of the event or condition upon which the grievance is based, the grievance shall be considered as waived.

3.08 Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the area supervisory level may be filed by the Association at Step 3.

3.09 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

3.10 Rights to Representation

Both parties shall have the right to legal counsel and the right to have present such witnesses as it deems necessary to develop the facts pertinent to the grievance at all levels of the procedure.

ARTICLE IV – LEAVE POLICIES

4.01 **Personal Leave**

4.011 **Personal Leave Defined**

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day. Personal leave cannot be used to work another job, including self-employment.

4.012 **Entitlement to Leave**

An employee shall be granted, upon request, three days of personal leave per year without loss of salary for reasons in compliance with this Agreement, and must certify that the employee is not taking leave for any of the above reasons. Leave before or after a holiday or recess will not be approved.

4.013 **Additional Leave Requests**

In addition, an employee may be granted personal leave without pay for other similar situations. Leave requested for reasons not specifically designated in this provision and for leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent.

4.014 **Submission of Leave Request**

Requests for approval of personal leave shall be made to the Superintendent at least forty-eight hours prior to the requested day, except in the case of emergency.

4.015 **Restrictions**

Personal leave days not used by an employee during a school year shall be credited to the accumulated sick leave of the employee at the end of each school year.

4.016 **Unpaid Leave**

An employee shall be granted, upon request, leave without pay for a period of one semester or one year for reasons not provided elsewhere in this Agreement. Requests for unpaid leave for a period of time other than those listed above may be granted at the discretion of the Superintendent and approval of the Board. Such leave for one semester or one year shall be granted one time for each employee. Requests for subsequent leave

without pay for one semester or one year may be granted at the discretion of the Superintendent with approval of the Board. Leave without pay shall not be granted to more than five percent of the bargaining unit during a given period.

4.017 Attendance Incentive

Any employee who does not use any personal, sick or unpaid leave during a school year shall receive a stipend of \$500. If the employee misses one day (either personal, sick or unpaid leave) the employee shall receive \$350. If the employee misses two days (either personal, sick or unpaid leave) the employee shall receive \$200. If the employee misses three days (either personal, sick or unpaid leave) the employee shall receive \$100. If the employee misses more than three days, no attendance incentive shall be paid.

4.02 Sick Leave

4.021 Entitlement to Sick Leave

Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease, and due to illness or death in the employee's family.

4.022 Immediate Family Defined

Immediate family shall be interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these.

4.023 Crediting of Sick Leave

Full-time employees shall accrue to their credit, fifteen days' sick leave for each year under contract which shall be credited at the rate of one and one-fourth days per month.

4.024 Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer the amount of his/her accumulated sick leave.

4.025 Justification for Use of Sick Leave

The Superintendent shall require an employee to furnish a written signed statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates of consultation. Falsification of a statement shall be grounds for disciplinary action. Reference Section 3319.141 ORC.

4.026 Sick Leave Advance

Each new full-time employee shall be advanced five days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four months of service have been completed, such employee may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under provisions of the uniform sick leave law. Reference Section 3319.141 ORC.

4.03 Sick Leave Accumulation

Accumulation of sick leave shall be limited to a maximum of 275 days, effective school year 2006-07.

4.04 Parental Leave

4.041 Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for a period up to one additional school year, provided the request is made in writing to the Superintendent on or before August 1 immediately preceding the school year for which the extension is requested.

4.042 Submission of Leave Request

Application for a parental leave shall be made in writing to the Superintendent not later than thirty workdays prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be

accompanied by a statement from the attending physician giving the expected date of delivery.

4.043 Reassignment

An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

- A. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
- B. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.
- C. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the Fall semester shall notify the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

4.044 Timeline for Reinstatement

Reinstatement of the employee to duty following a leave of absence shall be made after the proper application has been submitted and no later than the beginning of the next semester.

4.045 Reinstatement to Vacated Position

If duration of said leave is for a period of one semester or less, the employee returning from leave shall be reinstated in the same position which was held prior to leave.

4.046 Reinstatement to Comparable Position

If duration of said leave is for a period in excess of one semester, the employee returning from leave shall be reinstated in the same position or, if that position no longer exists, to a comparable position to the one held prior to leave. Provisions of Section 5.05 of this Agreement will take precedence over this section.

4.05 Assault Leave

4.051 Entitlement to Assault Leave

An employee who is absent due to a physical disability which resulted from an assault arising out of and/or in the course of his/her employment shall be maintained on full pay status during such disability. After the waiting period imposed by the State Industrial Commission, the pay of any employee on assault leave shall be reduced by the amount received by that employee, if any, of Workers' Compensation as a benefit to cover loss of pay sustained for the injury.

4.052 Justification for Use of Assault Leave

Such employee shall prepare and give to the Administration on a form furnished by the Board, a signed statement describing the facts warranting such assault leave.

4.053 Physician's Certificate

If medical attention is required for such employee due to such disability, the employee shall also give to the Administration a certificate from a licensed physician stating the nature of the disability and its probable cause.

4.054 Restrictions

Assault leave shall not be charged against any sick leave earned or earnable by the employee.

4.06 Professional Leave

4.061 Entitlement to Professional Leave

An employee may be granted leave with pay for attendance at Association functions, meetings, and conferences, or visitations of a professional nature upon prior approval of the Superintendent.

- A. The employee shall be reimbursed for actual costs incurred for registration, transportation by a common carrier, and housing at the cost of a double-room rate unless a single room is required, providing invoices are submitted.
- B. Reimbursement shall be the amount allowed by the Internal Revenue Service in personal automobiles and a maximum of forty (40) dollars per diem for meals. Dated and itemized meal receipts must be submitted for reimbursement when available.

If a dated, itemized meal receipt was not available, the employee shall so attest in writing when requesting reimbursement.

- C. Expenses described in this section which can be verified in advance shall be paid in advance by the Board. Expense reimbursement shall be made to the employee within five workdays of submission of the voucher therefor. In the event that the expense is not incurred or the employee does not attend the activity/meeting, the Treasurer shall deduct said advance from the next regular pay. In the event of an emergency or special circumstance, the employee shall notify the Superintendent and this provision shall be waived.

4.062 Attendance Criteria

Attendance at such meetings or conferences can be of a specific or general education program and need not be in the same specific category of the employee's normal assignment field.

4.063 Employment of Substitutes

When leave is granted under the provisions of this section, a substitute shall be provided in accordance with the Board-approved policy governing employment practices.

4.064 Submission of Request

Requests for said leave shall be made in writing to the Supervisor at least one week prior to the Board meeting preceding the trip. Employees shall receive a copy of the request form indicating the Supervisor's and Director's recommendation within one week of submission.

4.07 Sabbatical Leave

4.071 Entitlement to Sabbatical Leave

Sabbatical leave for study or research or for teaching in a foreign country shall be granted by the Board upon request to employees who have completed five years of service in the district subject to the following conditions:

- A. Prior to the authorization of such leave the employee shall present to the Superintendent for approval a plan for professional growth showing the role played in such a plan by the proposed sabbatical leave.

- B. No employee may be granted such leave more often than once for each five years of service nor shall an employee be granted such leave for a second time when other employees have filed a request for such leave.
- C. Sabbatical leaves shall not be granted to more than five percent of the professional staff during a given period.
- D. An employee who is granted sabbatical leave shall be required to return to the staff of the school system for at least one year. If he/she does not return for one year, he/she shall be required to refund the Board monies paid as compensation during such leave.
- E. A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. An employee while on sabbatical leave shall receive the difference between the salary and fringe benefits paid to his/her replacement and the salary and fringe benefits which the employee would have received if teaching at the District.
- F. Application for sabbatical leave shall be made in writing and addressed to the employee's supervisor not later than February 15 or October 15 preceding the school term within which the leave is desired. The Board must take action on any application submitted on or before the October 15 deadline not later than December 15. The Board must take action on any application submitted on or before the February 15 deadline not later than April 15.
- G. An employee who is granted such leave shall be required to make reasonable periodic reports during such leave in a manner as determined by the Superintendent and the employee.
- H. Such leave shall not be granted unless there is available a satisfactory substitute for the employee requesting such leave.

4.072 Reinstatement

If said leave did not exceed a period of one semester, upon return from leave, the employee shall be restored to his/her former position. If said leave exceeded one semester, upon return from leave, the employee shall be restored to his/her former position or, if that position no longer exists, to a comparable position at the discretion of the Superintendent. Provisions of Section 5.05 of this Agreement will take precedence over this section.

4.073 Salary Increments

Regular annual salary increments shall be given for the time of leave as if the employee had performed service to the school during the period of leave.

4.08 Jury or Witness Duty Leave

An employee called to serve as a juror or as a witness under subpoena shall be granted leave for such purpose, shall receive full salary during such service, and shall suffer no loss of other leave provided by this Agreement.

4.09 Substitutes for Employees on Leave

Any substitute employed for an employee on a Board-approved leave of absence shall be informed in writing at the time of employment that no expectation of continued employment exists upon the return of the employee on leave. The Board may non-renew the limited contract of such substitute without adhering to the procedures contained in Section 5.042 of the Agreement.

4.10 Family and Medical Leave

The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act of 1993. All benefits guaranteed by the Act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

- A. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per year (July 1 through June 30). Eligible employees must give at least 30 days notice before taking leave, when leave is foreseeable. Leave may be taken for the following reasons:
1. A serious health condition of the employee that makes the employee unable to perform his or her job
 2. The birth and first-year care of a child
 3. The adoption or foster placement of a child
 4. To care for a child, spouse, or parent who has a serious health condition.
- B. The school Board may require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member. The school Board may also require second and third opinions (at Board expense) and a fitness for duty report to return to work.

- C. Only when medically necessary, as determined by the employee's physician, may leave be taken intermittently. Intermittent leave which is not medically necessary is subject to the approval of the Superintendent.
- D. Eligible employees shall be those employees who have worked for the school district at least one year and who worked for at least 1,250 hours over the previous twelve (12) months.
- E. Employees who take leave under this provision are entitled to the continuation of group medical insurance benefits during the period of leave. During this period of leave, the Board shall pay the same premium contribution for medical insurance as would be paid by the Board if the employee were working. Employees shall have the option to retain vision, dental and life insurance by reimbursing the district for the full cost of said premiums.
- F. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave.
- G. The taking of leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced. An employee shall continue to accrue seniority while on Family and Medical Leave.

ARTICLE V – RIGHTS AND RESPONSIBILITIES

5.01 Vacancies

5.011 Definition of Vacancy

A vacancy in an Employee Unit position shall exist when:

- A. An employee dies;
- B. An employee resigns;
- C. An employee retires;
- D. An employee's employment is terminated or non-renewed;
- E. An employee is transferred;
- F. An employee is promoted;

- G. An employee's leave of absence extends beyond one semester;
or
- H. A new position is created.
- I. The Board determines that a vacancy exists.
- J. The Board shall not reduce a full-time position to a part-time
vacancy except pursuant to Section 5.05.

5.012 Notification of Vacancy

When the Superintendent learns of a vacancy in the Employee Unit or in any administrative or supervisory position, he or his designee shall, as soon as is reasonably possible, but not later than three workdays after receipt of notice of vacancy or three workdays after the Board acts to create a new position, give a written notice of such vacancy to each certified employee. During the summer recess, such notice shall be mailed to those employees opting for the 21 or 22 pay plan.

5.013 Content of Notice of Vacancy

Each notice of vacancy shall include the department, the grade level, the subject to be taught, and the qualifications required of each applicant. In the case of newly-created positions, said notice shall also stipulate the compensation for the position.

5.014 Vacancy Bidding Period

Excepting supervisory and administrative positions only, employees shall have six workdays to bid on the vacancy. If no certified employee bids on the vacancy within the designated bidding period, the Board may fill the vacancy. In the event a vacancy occurs during the summer recess, said position may be filled twelve days after the date of mailing of pay checks.

5.015 Abbreviated Bidding Period

In the event that a position becomes vacant less than fourteen days prior to the first day of school, or within thirty days after the start of the school year, or in the event that an employee severs employment without giving sufficient prior notice to allow the provisions of this section to be implemented, every employee who is certified for the vacant position as determined by the seniority list in Section 5.024 of this Agreement shall be notified of the vacancy in writing not less than three workdays prior to the filling of the vacancy. In all other instances, the six workday bidding requirement shall be provided before a vacancy may be filled.

5.016 Filling of Vacancies

- A. In the unusual event that a vacancy in the Employee Unit is not filled within thirty days of the date the notice of vacancy was posted for bidding, each employee bidding on the vacancy shall receive written notice of the extenuating circumstances causing the delay in filling the vacancy and notice of the status of the employee's bid (i.e., the employee's bid is or is not still under consideration).
- B. The purpose of this Section is to guarantee qualified employees first preference in the filling of vacancies.

5.017 Exceptions

- A. The Superintendent shall not be required to provide notice of vacancy for any position that will be eliminated from the Employee Unit as a result of the implementation of a reduction in force. However, when the number of positions in the Employee Unit for the ensuing school year has been established by formal action of the Board to implement a reduction in force or when it has been determined that there shall be no reduction in the existing number of positions as evidenced by the failure of the Board to take formal action to implement a reduction in force or when it has been determined that a reduction in positions will occur but no employee will be affected by said reduction, any subsequently-occurring vacancy in the Employee Unit shall be advertised and filled in accordance with the provisions of Sections 5.012, 5.013, 5.014, 5.015 if applicable, and 5.016.
- B. The Superintendent shall provide notice of any vacancy which occurs after the last day of the school year but which is not eliminated as a result of the implementation of a reduction in force; however, the Superintendent shall not be required to fill said vacancy until after the action of the Board to implement a reduction in force, provided that the vacancy is filled prior to the first day of the ensuing school year. Employees bidding on such a vacancy shall receive written notice immediately following the close of the bidding period that reassignment of employees caused by the implementation of a reduction in force shall supersede the employee's bidding rights as provided in Section 5.016. In the event that said vacancy is not filled by reassignment of employees to implement a reduction in force or by reinstatement of employees from the reduction in force list, the vacancy shall be filled in accordance with the provisions of Section 5.016.

- C. The Superintendent shall not be required to provide notice of vacancy for any position created by an involuntary transfer necessitated to comply with the provisions of Section 5.05.

5.02 Seniority List

5.021 Posting of Seniority List

The Board shall, in September and February of each school year, prepare and post on the bulletin board in the faculty lounges a seniority list indicating the first day worked, the date of hire, the date of employment application, the area and expiration date of certification, and the years of seniority for each employee. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting.

5.022 Inaccuracies

Each employee shall have a period of thirty days after the posting of the semester up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty days of the posting of the seniority list, and the list shall be considered as final. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order, and post the updated list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

5.03 Just Cause

5.031 Employee Discipline

No employee shall be disciplined without just cause.

5.032 Confidentiality

Any and all events related to the discipline of an employee shall be conducted in private and shall remain confidential. No disciplinary action shall be taken in the presence of students, other employees, or in public. For the purposes of Section 5.032 only, "employee" shall be defined as all employees of the Board with the exception of administrative or supervisory personnel.

5.033 Exceptions

The parties recognize that a limited number of non-employees may be directly involved with the processing and filing of confidential records. Such processing and filing of confidential records shall not be considered a breach of Section 5.032.

5.04 Fair Dismissal

5.041 Termination of Contract

Termination of contract of an employee shall be in keeping with provisions of Section 3319.16 and related statutory law.

5.042 Non-Renewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less

- A. Limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified in writing by the Superintendent by April 10 that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than April 30.
- B. If the Superintendent decides to recommend to the Board non-renewal of the employee's contract, the employee shall be given an opportunity to resign prior to the Board's action not to renew.
- C. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

5.05 Reduction in Force

5.051 General Provisions

The method of implementation shall be in accordance with Ohio Revised Code 3319.17 and the provisions of this Section to the extent such provisions are not in conflict with Ohio law. The ultimate purpose of a reduction in force shall be to provide a fair, impartial, and orderly reduction in the number of positions in the Employee Unit; however, in

making said reduction, the Board shall reduce as few positions as possible in keeping with the provisions of Ohio Revised Code 3319.17 and this Section. In making such a 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 first to teachers on continuing contracts and then to teachers who have greater seniority.

On a case-by-case basis, in lieu of suspending a contract in whole, a Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

A. Implementation

Reduction in force may occur only for the following reasons:

1. Decrease in student enrollment.
2. Return of an employee from a leave of absence.
3. Suspension of schools or territorial changes affecting the district.
4. Financial difficulties.
5. Comply with federal or state requirements and/or guidelines of a program grant (i.e., career development program). The Board shall not arbitrarily and capriciously rewrite existing grants for the purpose of implementing a reduction in force.
6. In addition to the above, a reduction in Perkins Program Funds equal to the employee's salary, not including retirement shall be sufficient reason for RIF for Academic Intervention Tutors.

B. Definitions

1. Decrease in Enrollment Defined
 - a. A decrease in enrollment in any vocational program below eight (8) students in a Junior level class, below eight (8) students in a Senior level class,

and below twelve (12) students in a combined Junior/Senior level class. A combined class of less than twelve (12) students can only continue for three (3) years, at which time the teacher shall be subject to RIF. When enrollment in a combined class reaches eight (8) students in a Junior level class and eight (8) students in a Senior level class, the class shall be split, or when the combined enrollment exceeds twenty-five (25).

- b. A decrease in enrollment in any academic program. A reduction in force may not be implemented in any academic program until the employee-student ratio will fall below 1-110 in the teaching area affected after the reduction in force has been implemented. Said enrollment calculation shall include all students in academic classes; however, for the purpose of calculating the 1-110 employee-student ratio, the total student enrollment in each teaching area shall be calculated separately.
- c. When vocational enrollment falls below eight (8) students at a Junior and/or Senior Level(s), the vocational program may be combined.

2. Financial Difficulties

Financial difficulties shall include, but are not limited to, the following:

- a. The discontinuance of a program grant.
- b. A substantial decrease in revenue from state or local sources from one fiscal year to the following fiscal year as indicated on the June SM-2 or equivalent form.

- c. The discontinuance of funding for a Vocational Assessment Center and/or the discontinuance of participating district financial support for the total expenses of the operation of the Vocational Assessment center.

5.052 Procedure

- 5.0521 Not later than June 1 preceding the school year in which a reduction in force is expected to occur and not fewer than three days before written notices are provided pursuant to Section 5.0522 of this Article, the Superintendent shall provide written notice to the Association President of any anticipated reduction in force. Said notice shall list the positions (subject area and grade level, if applicable) and the employees which the Superintendent expects will be affected by the anticipated reduction in force.
- 5.0522 Prior to the last day of the school year, the Superintendent shall provide written notice to each employee who he expects will be affected by the anticipated reduction in force. Said notice shall state that the Superintendent expects that the employee's position will be affected by an anticipated reduction in force.
- 5.0523 The notification in Sections 5.0521 and 5.0522 shall not be construed as a final list of employees to be affected by implementation of a reduction in force.
- 5.0524 Not later than August 1, the Board shall provide written notice to the Association President of its intent to proceed with the implementation of the reduction in force through the suspension of contracts and shall present the documentation to justify the reduction in force and the involuntary transfer of employees occurring as a result of said reduction in force. Board action to implement any reduction in force shall occur at the regular meeting of the Board in August. A reduction in force caused by a decline in student enrollment occurring between the August Board meeting and October 15 or the return of an employee from a leave of absence shall constitute the only exceptions to this provision.
- 5.0525 If a dispute occurs with regard to the justification for the reduction in force, the matter shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

5.053 Determination of Reduction in Force List

5.0531 Certification and system-wide seniority shall be the reduction criteria of any reduction in force program. Certification shall be determined by the teaching certificates and/or Teacher Eligibility and Education Verification forms on file in the Superintendent's office as of January 31 of the calendar year in which a reduction in force is to be implemented. However, the Teacher Eligibility and Education Verification forms shall only be used to implement Section 5.0533 B. of this Agreement. Seniority shall be determined according to the provisions set forth in Article 5.02 of this Agreement. An employee's tenure status shall have no bearing on his/her seniority.

5.0532 A formal statement list shall be prepared indicating the specific positions to be abolished.

5.0533 A reduction in force list shall be prepared by applying the following steps until all necessary reductions have been accomplished:

A. First, employees who will leave the district by reasons of retirement, resignation, an approved leave of absence, or non-renewal of contract for performance reasons.

B. Second, the least senior certificated employee from the position to be abolished in keeping with the seniority list. Certification is defined as in Section 5.0531.

5.0534 Prior to Board action to effect a reduction in force, an employee whose contract is to be suspended as a result of a reduction in force program shall be given written notification by certified mail that his/her employment shall be suspended and the notice shall state the reason for such suspension and shall make no reference to the provisions of Section 5.0551 of this Article.

5.054 Reinstatement from Reduction in Force List When a Reduced Course has been Combined

5.0541 An employee on the reduction in force list shall be offered a contract for positions for which certificated, as set forth on said reduction in force list, as positions become available and in keeping with the seniority provisions of the reduction in force list; inverse order – last suspended; first reinstated.

- 5.0542 When a vacancy occurs, the Board shall send a certified letter to all employees certified for the position as defined in Section 5.0531 to their last known address to advise them of such position. It is the employee's responsibility to keep the Board informed of his or her whereabouts. The employee shall, within fifteen days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position who has the greatest seniority. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have rejected the position and to have forfeited his or her right to recall to service in the District. The position will then be made available to the next eligible employee on the reduction in force list.
- 5.0543 Transfers of employees employed but not affected by the reduction in force program shall be limited to positions not affected by said program. If a position initially abolished is reinstated or if a new position is established, this position will be staffed first from the employee reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position has been offered to all properly certificated employees on the reduction in force list.
- 5.0544 No employees new to the district shall be employed until all properly certified employees on the reduction in force list have been offered reinstatement in accordance with the provisions of this policy.
- 5.0545 Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, no credit on the salary index shall be given for time spent on suspended status.

5.055 Additional Provisions

- 5.0551 Employees on layoff status will be given preferential consideration as substitute employees and shall be compensated at the rate of seventy-five (75) dollars per day of such service; if they submit their name for the substitute list. The employee has the option to place his name on the list or remove it from the list at any time. Employees on layoff status will be given preferential consideration, if qualified, for an adult education vacancy. However, employment as a substitute or adult education employee shall not disqualify that employee

from placement or continued placement on the reduction in force list.

The Board shall have no further obligation to contact an employee to substitute if they refuse an offer to substitute on more than five (5) occasions. The employee may have their name reinstated on the sub list by coming to school and submitting a written request. Employees on the Reduction in Force list shall be notified of anticipated openings in Adult Education courses of 600 hours or more at the beginning of each Adult Education term. Staff members on the Reduction in Force list who wish to apply to teach these courses must notify the Adult Education office. Employees on the Reduction in Force list will have five (5) days from the date the employee is notified of the opening to apply. Notification may be made by telephone, in person, or by mail. The first day of the five (5) day period shall be the date of mailing or the day the personal contact is made.

Employees on the Reduction in Force list may apply for openings in Adult Education courses of less than 600 hours. These employees must notify the Adult Education Office in writing of the courses for which they are certified and in which they have an interest. The names of these staff members will then be placed on the list of potential teachers for the program.

The Board reserves the right to employ the most qualified person to teach a course.

Programs where teachers are secured from another source (i.e. apprenticeship programs) are excluded.

- 5.0552 Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense.
- 5.0553 Employees on layoff status shall be provided with notice of every vacancy for which they are or may become certified in accordance with the provisions of Section 5.0543. Employees on layoff status who acquire additional certification or who become eligible for additional certification through the issuance of a Teacher Eligibility and Education Verification Form while on layoff status are responsible for notifying the Superintendent of the change in their credentials.

5.0554 When the teaching contract of an employee is suspended through formal action by the Board as a result of the implementation of a reduction in force, and full-time regular employment has not been offered for the ensuing school year, the Board shall not challenge the eligibility of the employee to receive unemployment compensation benefits.

5.0555 Recall Rights

Following the date of contract suspension, an employee affected by a reduction in force shall be granted the rights herein stated for a period not to exceed three years after the last school year actually worked. Such rights shall include the rights provided in Section 5.0552 unless such rights are specifically prohibited by the term of the existing insurance contracts.

5.0556 An employee affected by a reduction in force who, subsequent to being placed on layoff status, resigns or retires from the teaching profession or with the State Teachers Retirement System will be disqualified from all reinstatement rights stated in this Article.

5.056 Intervention Program

When student enrollment in any vocational unit falls below the numbers set forth in 5.05 (B)(1)(a) or the mission goals established by the State Department of Education, the instructor in that unit program shall enter an intervention program, in an effort to assist the employee's efforts to increase student enrollment in that program area. Instructors of vocational units with enrollment less than eight (8) or the minimum student enrollment number for full state funding (if such is modified from the current eight (8) may have their contract suspended by the Board for a decrease in student enrollment without having the opportunity to enter the intervention program.

A. Identification of Programs

1. After October 1st, and prior to October 15th, the Association President and Director will develop a mutually agreed upon list of programs to be involved in intervention. The mutually agreed upon list will be signed and dated by the Association President and the Director.

2. On October 15th or the first day following October 15th on which both the Association President and Director are in attendance, the list will be reviewed and if necessary revised based upon the enrollment in programs as of October 15th. If the list is in need of revision a new list will be developed and signed and dated by the Association President and Director. If there is no need for revision, the Association President and Director will sign and date the list indicating that the list had been reviewed and that the list was accurate.
3. Intervention teams may be established prior to October 15th at the discretion of the Director. The intervention teams shall be established and the first meeting held no later than November 1st.

B. Role of Intervention Team

1. When the instructor becomes eligible for the intervention program, the Director shall form an intervention team which shall consist of: the teacher, an academic teacher, a guidance counselor, the supervisor for that program area, and may consist of a marketing consultant, and other staff or administrators when necessary.
2. Initial meetings of the intervention teams shall focus on developing a consensus for recommendations to be implemented prior to or during the orientation process.
3. The intervention team will review: curriculum, strategies for recruitment and placement, equipment, facilities, advisory committee input provided to the program operating below mission goals, as well as other pertinent information. Subsequent to this review, the teacher and the supervisor will jointly develop a plan, with committee input, to increase program enrollment to mission goals. The intervention team will have no responsibility for the evaluation of the teacher below mission goals. The team may be asked to help implement the plan.

4. When enrollment in the impacted program meets or exceeds twelve (12) students, the instructor in that program shall no longer be required to participate in the program as an instructor below mission goals.
5. At the end of each school year, the Intervention Team shall evaluate the process of the team and shall make recommendations to the Association and the Administration for improved effectiveness of the team the following year.

An employee teaching a combined unit may opt to do a team intervention.

C. Exceptions and Special Circumstances

1. The Board may demand re-negotiation of Section 5.056 when full state funding is no longer available, has decreased for that level of student enrollment, or the state's program pattern for vocational education is modified prior to expiration. A modification of program pattern shall be defined as the elimination of program type 00. Such negotiations shall be limited solely to the terms of Section 5.056 and the Board shall not be obligated to comply with this section until those negotiations have been completed. If the parties are unable to reach agreement within thirty (30) calendar days after the Board's demand, the parties shall submit all unresolved issues to binding arbitration. The parties shall select the arbitrator by employing the procedures for arbitrator selection set forth in Section 3.06 of this Agreement.
2. The arbitrator may attempt mediation during the hearing process. The arbitrator shall consider, in rendering his/her decision the funding patterns of the State Department of Education for Vocational Education. The arbitrator shall be without authority to require the Board to offer any program for which there is no state funding. The arbitrator's jurisdiction shall be limited solely to the resolution of any impasse which occurs in negotiations occurring over this memorandum. The arbitrator shall issue his/her decision to both parties within fifteen (15) calendar days of the hearing in this matter.

5.06 Employee Evaluation

The goal of employee observation and evaluation is to improve performance by identifying areas of outstanding performance, areas of satisfactory performance, and areas of performance which need improvement and to provide the administration with quality assessment for use in promotion, reassignment, and contract renewal. The following guidelines shall be uniformly and consistently applied in the observation and evaluation of all employees.

5.061 Observation Schedule

- 5.0611 The number of observations of employee performance, as stated below, shall occur between September 15 and April 1 of each school year for limited contract teachers. Continuing contract teachers may be observed and evaluated from September 15 to May 15.
- 5.0612 Observations completed after April 1 for limited contract teachers will be reflected as additional observations in the next Annual Evaluation Report as per Section 5.0626 of this Agreement.
- 5.0613 Observations shall be completed in accordance with the following frequency.
- a. First Year Limited Contract Employees: A minimum of four (4) per year, with a minimum of two (2) per semester.
 - b. Second and Third Year Limited Contract Employees: A minimum of three (3) per year, with a minimum of one (1) per semester.
 - c. Employees under continuing contract status with more than three (3) years of service will be observed and evaluated at least once every three (3) years.
 - d. The evaluation of other employees under limited contract not addressed above shall be as follows:
 - (1) At least one (1) observation report and conference by the end of the first semester.

- (2) At least one (1) observation report and conference between the beginning of second semester and April 1.

5.0614 Except in the case of a first-year employee, the minimum number of observations per semester will not be comprised of observations conducted during the first or last day of a grading period nor on the workday immediately before or after a holiday period (i.e., winter and spring breaks). Nothing, however, will prohibit the administration from conducting an observation during the above-referenced periods.

5.062 Employees shall be observed and evaluated in accordance with the following guidelines:

5.0621 All formal observations shall be not less than 30 minutes and the time shall be clearly indicated on the Observation Report Form (Appendix K).

5.0622 At least one (1) formal observation shall be announced forty-eight (48) hours in advance of the observation being made.

5.0623 Each vocational employee shall be observed and evaluated by the employee's supervisor. Each academic employee and each non-instructional employee shall be observed and evaluated by the administrator who is the employee's supervisor. Each employee shall receive written notice of the name of his/her supervisor not later than the first day of the school year. Observations may be conducted by other MCCTC Administrators as directed by the Superintendent in compliance with the observation schedule in 5.061.

- a. Vocational Assessment Center personnel may be evaluated by a district administrator in cooperation with a member of the Mahoning County Board of Education staff. The Mahoning County Board of Education staff member may be present at all evaluation conferences.

- b. In the event of an emergency, the director may be assigned to conduct an observation or evaluation in lieu of the employee's immediate supervisor.

5.0624 The employee's supervisor will complete the Observation Report Form within two (2) days following the observation.

5.0625 Each Observation Report (Appendix K) shall be a cumulative record of the employee's general performance during the school year up to the date of each Report and the employee's classroom performance subsequent to the employee's last previous formal observation. The Annual Evaluation Report (Appendix L) shall be a summary of all Observation Reports since the last previous Annual Evaluation Report.

5.0626 It is understood that evaluation includes observations made other than during the formal observation time.

Any performance area(s) found to be unsatisfactory on the basis of performance observed outside the formal observation time shall be documented in writing and shall be provided to the employee at the time the unsatisfactory performance is observed by the employee's evaluator or as soon thereafter as circumstances permit but not later than two (2) days following observation of such performance by the employee's evaluator during which the employee and the evaluator are in attendance. Except in extreme cases, such written documentation shall be preceded by at least one (1) oral warning to the employee that his/her performance in an area of evaluation is unsatisfactory.

5.0627 The employee shall receive a copy of the Observation Report during the observation conference with the evaluator which shall take place no later than five (5) workdays following the formal observation. The employee shall have the right to have a written response affixed to the Observation Report.

a. Employees under limited contract shall receive these reports at minimum by February 25 and April 10 respectively following the evaluations under 5.0613.

5.0628 When a need for improvement is noted on the Observation Report Form (i.e., when the report contains a rating of less than satisfactory), the evaluator will make recommendations for improvement, the sufficient time allowed for making such improvement, and the consequence that may occur if improvement is not shown. When need for improvement is noted on the Observation Report Form, the evaluator shall conduct at least one follow-up observation to determine and record whether sufficient improvement is taking place.

a. Employees under limited contract shall receive reference to the means by which assistance may be obtained in making such improvements.

- 5.0629 The Annual Evaluation Report and conference between the limited contract employee and evaluator shall be completed by April 10.
- 5.06210 The evaluator will meet with the employee to discuss the Annual Evaluation Report and will identify any performance area that needs improvement. If the employee disagrees with the Annual Evaluation Report, he/she may request and shall be granted a conference with the Supervisor, the Director, and the Superintendent. At the option of the employee, an Association representative may be present.
- 5.06211 One copy of the Annual Evaluation Report and each supporting Observation Report, as well as any other written data used to support the Annual Evaluation Report, shall be given to the employee and one copy shall be filed in the employee's personnel file. The employee shall have the right to make a written response to his/her Annual Evaluation Report and to have the response affixed to the Report.
- 5.06212 The employee's signature on an Observation Report or an Annual Evaluation Report shall reflect only that the employee has read and received a copy of the Report and should not be construed to signify the employee's agreement with the content of the Report.
- 5.06213 Any violation of procedural due process shall automatically require re-employment of the contract under a continuing contract, if eligible, or a limited or extended limited contract if the employee is not eligible for a continuing contract.
- 5.06215 The evaluation procedure set forth above shall supersede the evaluation procedure established by §3319.11. In the event the teacher is non-renewed, and the teacher believes there have been procedural violations, these procedures shall be reviewed pursuant to 3319.11 which may include judicial review.

5.07 Personnel Files

5.071 Maintenance of Personnel File

An official personnel file shall be maintained for all employees in accordance with Ohio Revised Code 1347.

5.072 Employee Examination of Personnel File

An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein upon remittance of the cost of duplication.

5.073 Employee Review of Information to be Filed

The employee shall receive a copy of any item placed in his/her personnel file prior to said item's placement in the file. The original document to be placed in the file shall indicate clearly the date it was placed in the employee's personnel file.

5.074 Right to Respond to File Information

An employee shall be entitled to write a reply to any document contained in the personnel file and to have the reply placed in the file.

5.075 Purge Negative Records

Upon the individual employee's request, records of disciplinary action will be removed from said employee's personnel file if there have been no intervening occurrences for four years.

5.08 Assignment and Transfer

5.081 Authority

The assignment and transfer of employees shall be in accordance with the provisions of Ohio Revised Code 3319.01 and this section of the Master Agreement.

5.082 Definition of Assignment

The assignment of an employee shall include the subject area, grade level, preparation, and building to which the employee is assigned. No employee shall be required to assume an assignment for which the employee has not been approved for certification by the State Department of Teacher Education and Certification.

A. Notification of Assignment

1. The Superintendent shall give a newly-appointed employee written notice of his/her assignment as soon as practicable. However, in most cases, notice of assignment will be given not later than the day

following Board action to employ the new employee.

2. The Superintendent shall give each employee written notice of his/her assignment by June 1 but reserves the right to make changes in assignments after June 1. Changes in assignment after June 1 shall be avoided as much as possible.

5.083 Definition of Transfer

A transfer shall be defined as any change in an employee's assignment or a move from one position in the Employee Unit to another.

5.084 Types of Transfer

Transfers shall be of two types: voluntary and involuntary.

A. Voluntary Transfer

A voluntary transfer is one that is initiated upon the request of an employee.

1. A voluntary transfer applies to any unfilled vacancy.
2. All unsuccessful bidders shall be notified of the successful bidder on a vacancy within a week of the filling of the vacancy and shall be notified in writing of the reason for denial of their transfer request.

B. Involuntary Transfer

An involuntary transfer applies when a reduction in the number of teachers is necessary or when involuntary transfers related to grade level assignments and/or subject assignments are necessary. All volunteers shall be first considered for transfer consistent with their areas of certification.

Thereafter, involuntary transfers will be made on the same basis of certification in the area and the least seniority in the school system, those lowest in service being transferred first. All such transfers shall be consistent with the areas of certification of the affected teacher.

5.085 Application for Voluntary Transfer

- A. The Board shall provide printed request forms to those employees bidding on a transfer or promotion. The request forms shall be available through each supervisor and shall be submitted to the Superintendent.
- B. Requests for transfer shall include the name and address of the applicant, the applicant's seniority, the applicant's areas of certification, the applicable experience of the applicant, and a brief statement of the basis of request.
- C. Requests for transfer shall be submitted to the Superintendent in response to a posted vacancy as per Section 5.01 of this Agreement.

5.09 Nondiscrimination

The Board and the Association agree that neither party shall discriminate against each other or against any employee on the basis of race, color, creed, sex, religion, or marital status as applied to the terms of this Agreement.

5.10 Substitute Employees

5.101 Employment of Substitutes

The Board shall make every attempt to provide a substitute employee whenever a regular classroom employee is absent. It is recognized, however, that in all cases of absence by employees, substitutes cannot be secured. When a teacher is absent, an employee may be assigned by the supervisor to assume the responsibilities of teaching a class in lieu of a substitute employee.

5.102 Employee Assignment When Substitute is Available

- A. In the event an employee is assigned to cover both the morning and afternoon laboratory experiences, a planning period and a 30-minute, duty-free lunch period will be provided for the employee.
- B. When a substitute has been obtained, no employee shall be involuntarily assigned to a class which is normally conducted by the employee who is absent.

5.103 Employee Assignment When Substitute is Not Available

When no substitute has been obtained, no employee shall be assigned to instruct two classes simultaneously when the absent employee's class schedule coincides with the class schedule of a regular employee.

5.11 School Day Defined

The normal school day shall be seven consecutive hours between 7:30 a.m. and 3:30 p.m.

- A. The normal school day may be extended to seven and one-half hours once each quarter at the discretion of the Superintendent or designee.
- B. The school day shall include a daily, minimum thirty minute, duty-free, uninterrupted lunch period.
- C. The school day shall include, at minimum, a daily planning period equal to the length of a regular class period (except as defined in Section 6.086). The Association shall provide input into schedule changes necessitated by a period length and/or period number change.
- D. An employee may leave the building during either the daily lunch period or planning period upon notification of the employee's area supervisor.
- E. An employee who works in an MCCTC satellite program located in another school district shall work the school day as defined by that district limited to seven (7) consecutive hours. They shall abide by all other relevant rules of that district. All evaluations of satellite program instructors shall be done by the appropriate MCCTC supervisors.

5.12 School Year

5.121 School Year Defined

The school year shall consist of 184 workdays. 180 workdays shall be designated as instruction days, 1 workday shall be designated as an employee meeting day, 2 workdays shall be designated as professional in-service days, and 1 workday shall be designated as an employee report day.

5.122 Extended Time Contract

An extended time contract shall be provided for professional services performed beyond the parameters of the defined school year.

5.123 Released Time

The Board will provide released time for instructors who need training on new equipment, if the released time is recommended by the employee's supervisor.

5.13 School Calendar

The Superintendent shall meet with the Association President before January 15 of each year to review and discuss the school calendar for the following school year.

5.14 Identified Students

When an employee is assigned an identified student, that employee will receive information about that identified student. That employee may request the following support services: inservice as to appropriate teaching techniques, support materials, additional conferences, resource persons (i.e., consultants and aides), etc. Teachers will be given the opportunity to attend IEP conferences for students currently attending the Mahoning County CTC.

5.15 NEOEA Day

5.151 Employee Option to Select Professional Conference

When NEOEA Day coincides with any Board-endorsed professional conference, all employees shall have the option to choose which conference to attend.

5.152 Cost for NEOEA Conferences

The Board shall not assume the cost incurred by Association representatives who opt to attend said NEOEA conferences.

5.16 Course of Study/Professional Development Plan

It is the professional responsibility of each employee to prepare a course of study. To assist certified personnel in preparation and revamping of the course of study, the Board will provide assistance with typing and duplicating of materials.

5.161 Professional Development Plan

Unit members must develop and successfully complete an individual professional development plan annually. All individual professional development plans must be submitted to and approved by the unit member's immediate supervisor and the Director. If completed and submitted by teacher report day, the unit member will be paid \$200.

If a major revision of a unit member's course of study, or a total rewrite of a course of study is required as part of the professional development plan, the unit member will be paid an additional \$350 upon successful completion of the individual professional development plan. In the event that multiple instructors share in the development of a course of study each individual will receive a maximum of \$175. All individual course of study revisions must be submitted to and approved by the unit member's immediate supervisor and the Director.

5.17 Field Trips

There will be no additional transportation expense to a vocational program or club charged on account of the district bus being out-of-service or when the driver is unavailable when needed.

5.18 Department Budget

Each employee shall receive a copy of their department's budget. They shall each receive a dollar amount that they can spend for necessary supplies, subject to normal administrative approval. The budget will be given September 1 and March 1 and will include expenditures.

5.19 Separate Labs

No employee shall be responsible for maintaining two (2) Labs which are located in two (2) distinct separate areas.

5.20 Local Professional Development Committee

This section has been replaced by an MOU (see p. 102).

5.21 Program Development Screening Committee

A committee comprised of three (3) teachers selected by the Association and three (3) administrators shall meet to develop guidelines and procedures for the Consulting Mentor Teacher Program. The Committee may develop an evaluation method/procedure for the new teachers, current teachers shall be evaluated under the existing evaluation procedure.

Members of the Committee shall be paid 2% of base salary or ESC rate, whichever is higher.

The Committee shall use, but is not limited to, the guidelines listed in Appendix T.

5.22 Dialogue Committee

The parties agree to establish a monthly dialogue committee meeting. The committee shall be comprised of three (3) members of the Association and three (3) members of the Administration.

The committee shall discuss matters of mutual interest, exchange ideas and information, and work to resolve problems not addressed in the contract.

5.23 Bargaining Unit Work

During the term of this Agreement, in the event that the Board considers a merger with another district or absorption of vocational units from another district, the Board shall meet with the Association to bargain the effects of such action. In the event that the parties are not able to agree, Section 2.041 of this Agreement shall apply.

5.24 Calamity Days

If more than five (5) calamity days are necessary during one school year, any make up days required by the State may be made up immediately following the students' scheduled last day of the school year. If end-of-the year make up calamity days interfere with commencements, then the days will be made up on Saturdays/holidays/spring break, as will be mutually agreed to by Mahoning County CTC Education Association and the Administration.

There will be no additional compensation for days made up due to these circumstances provided the employee was paid for the original calamity day.

ARTICLE VI – SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Guidelines

6.011 Placement Into Class

A. Class I

1. Bachelor's degree or equivalent.

B. Class II

1. An employee in Class I may move to Class II upon evidence of 27 additional quarter hours or 18 semester hours beyond the Bachelor's degree or equivalent.

2. Newly hired employees must show evidence of 150 semester hours or 225 quarter hours.

C. Class III

1. For career-technical teachers, minimum of three years teaching experience plus 30 semester hours or 45 quarter hours beyond the initial 18 semester or 27 quarter hours specified in item B, Class II.

D. Class IV

1. An employee hired on the basis of a Bachelor's degree who earns a Master's degree.
2. An employee hired on the basis of occupational experience and some college credit advancing from Class III to Class IV upon the completion of the Bachelor's Degree in education or engineering.
3. An employee hired with no college credit and having accumulated 60 semester hours or 90 quarter hours of college instruction beyond the hours accumulated to achieve placement at the Class III level.

- E. An official transcript of credits and proper certificate, where applicable, must be submitted with a request to change salary classification form to the office of the Superintendent on or before September 15 of each school year for an employee to be compensated at the higher rate for the school year.

In the event said transcript and certificate are not available by September 15, the employee will notify the Superintendent in writing of their completion of the requirements for placement into the Class, and the reason for not submitting verification.

Approval by the Board will be conditioned upon actual receipt of the transcript and/or certificate in the office of the Superintendent.

The employee will be paid at such time as if the verification had been made in September.

6.012 Placement for Service Credit

Service credit, up to a maximum of ten years, shall be granted to an employee for each year of teaching experience and/or military experience rendered outside the Mahoning County Career & Technical Center. No more than five years of military experience shall be included in the service credit granted hereunder.

6.02 Salary Schedule

6.021 Teacher Salary Schedule

The teacher salary schedule shall be as attached. For the 2011-2012 and 2012-2013 school years, no employee shall be advanced a step on the salary schedule, and such step freeze shall not be restored in the future.

6.022 All members of the bargaining unit shall receive an additional Three Hundred Dollars (\$300.00) for the 2011-12 school year and Seven Hundred Fifty Dollars (\$750.00) for the 2012-2013 school year. For the 2013-14 school year, step advancement will resume, and bargaining unit members who will not receive a step will receive a one (1) time payment of Three Hundred Fifty Dollars (\$350.00).

6.023 Placement on the 18th and 23rd step will be upon completion of years of service from date of hire by Mahoning County CTC Board of Education and number of years experience credited at date of hire for a combined total of 18 or 23 years respectively.

6.024 Advisors of VICA, HERO, FFA, Key Club, Student Council and Business Professionals of America, will be paid at their index up to 13 years. Guidance Counselor stipend for lengthened day will be at current practice.

MAHONING COUNTY CAREER & TECHNICAL CENTER
TEACHER SALARY SCHEDULE

STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	0.9416	1.0000	1.0584	1.1169	1.1753
	34,946	37,113	39,280	41,452	43,619
1	1.0000	1.0584	1.1169	1.1753	1.2338
	37,113	39,280	41,452	43,619	45,790
2	1.0584	1.1169	1.1753	1.2338	1.2922
	39,280	41,452	43,619	45,790	47,957
3	1.1169	1.1753	1.2338	1.2922	1.3506
	41,452	43,619	45,790	47,957	50,125
4	1.1753	1.2338	1.2922	1.3506	1.4091
	43,619	45,790	47,957	50,125	52,296
5	1.2338	1.2922	1.3506	1.4091	1.4675
	45,790	47,957	50,125	52,296	54,463
6	1.2922	1.3506	1.4091	1.4675	1.5259
	47,957	50,125	52,296	54,463	56,631
7	1.3506	1.4091	1.4675	1.5259	1.5844
	50,125	52,296	54,463	56,631	58,802
8	1.4091	1.4675	1.5259	1.5844	1.6428
	52,296	54,463	56,631	58,802	60,969
9	1.4675	1.5259	1.5844	1.6428	1.7013
	54,463	56,631	58,802	60,969	63,140
10	1.5259	1.5844	1.6428	1.7013	1.7597
	56,631	58,802	60,969	63,140	65,308
11	1.5844	1.6428	1.7013	1.7597	1.8181
	58,802	60,969	63,140	65,308	67,475
12	1.6428	1.7013	1.7597	1.8181	1.8766
	60,969	63,140	65,308	67,475	69,646
13		1.7597	1.8181	1.8766	1.9350
		65,308	67,475	69,646	71,814
18		1.8181	1.8766	1.9350	1.9935
		67,475	69,646	71,814	73,985
23		1.8766	1.9350	1.9935	2.0520
		69,646	71,814	73,985	76,156

6.03 Module Pay/Tuition Reimbursement

6.031 Purpose of Module Pay

The purpose of module pay is to improve the proficiency of the staff by encouraging additional course work. Module pay (mods) shall only be applicable to employees hired before September 1, 2008. Employees hired after September 1, 2008 shall only be eligible for tuition reimbursement as per 6.035. All provisions of this section relating to the earning of module pay (6.031, 6.032, 6.033 and 6.034, including all subsections) shall be effective until August 31, 2011 at which time the district shall only provide a tuition reimbursement plan for its employees. Employees who retain modules as of September 1, 2011 are addressed in Section 6.035 A.

6.032 Payment for Graduate Credits and Criteria for Payment

The Board shall allocate \$18,000 into a tuition reimbursement account on a yearly basis with no carryover. The allocation will increase 3% per year effective September 1, 2009, and September 1, 2010. All tuition invoices and transcripts must be submitted by May 30 to receive reimbursement by June 30. Payment will be made on a pro-rata basis to the employees. Reimbursement shall not exceed actual cost; the maximum amount per credit hour will not exceed the maximum corresponding credit hour offered at KSU. Courses shall be in the field of an accredited program in secondary education or career tech including those in school guidance, reading, school administration and content for dual enrollment.

A. No monies shall be paid to employees after MA+90 or PhD, whichever comes first. No monies will be distributed to employees who have maxed out MOD pay. Employees who have accumulated less than the maximum modules may participate in tuition reimbursement as follows:

- Class II mods – full participation in tuition reimbursement
- Class III mods – full participation in tuition reimbursement
- Class IV mods – under 15 mods: full participation in TR
15 to 20 mods: 50% in TR
20 to 24 mods: 20% TR
25 mods: no participation in TR

Employees who have accumulated mods as of September 1, 2011 shall retain those mods for pay purposes, but cannot accumulate any additional mods as of that date. When an employee reaches a higher salary classification, the

compensation for modules earned beyond the Class II Column of the salary schedule will be discontinued, and the employee shall receive the salary specified at the appropriate step of the higher classification.

- B. To determine the suitability of coursework, the following guidelines have been set forth:

Coursework must be in current teaching assignment, special education, school guidance, reading, school administration and content for dual enrollment. Courses must be sufficient, vigorous and academic where applicable. Requests for approval for tuition reimbursement must be made to the Superintendent in writing on the proper form prior to registration for the course. On-line courses from on-line-only schools do not qualify.

- C. Courses must be from an accredited institution in one of the six regional accrediting organizations recognized by the U.S. Office of Education: North Central Assoc. of Colleges and Schools, The New England Assoc. of Colleges and Schools, The Northwest Assoc. of Colleges and Schools, The Southern Assoc. of Colleges and Schools, The Middle States Assoc. of Colleges and Schools and Western Assoc. of Colleges and Schools.

- D. Courses must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or Satisfactory if a Satisfactory/Unsatisfactory scale.

- E. Courses must have official transcript of said course(s) on file with the Superintendent's secretary not later than May 30th following completion of academic credit.

- F. Approval and/or credit will not be provided for coursework for which the District pays or reimburses the employee any costs related to coursework, such as registration and travel fees or for credits earned/coursework completed for attending a professional development event for which the employee received compensation. Tuition reimbursement can only be earned or credited if the employee pays all of the costs related to the coursework.

6.04 Pay Schedule

6.041 Pay Day

Pay days shall be on Thursdays of alternating weeks. An exception may be made to avoid payment prior to work being performed. Should this occur the Association President shall be informed six months prior to the event.

6.042 Pay Options

The employee will be paid on a 26-pay plan.

6.043 Pay Day During a School Closing

In the event the scheduled pay date falls on a day school is closed, at the option of the Treasurer, checks will either be issued on the last day of school before closing or be placed in the U.S. mail not later than one day prior to the scheduled pay date.

6.044 Termination Pay

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due the employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.045 Student Coordinator/Module Pay

Supplemental compensation for employees assigned to student advisor positions shall be paid in two equal installments, one in the first paycheck issued in December and one in the first paycheck issued in June of each school year. Pay for modules earned under Section 6.03 of this Agreement and for which transcripts cannot be provided before July 1 shall be paid in two equal installments, one in the first paycheck issued in December and one in the first paycheck issued in June of that school year, but only in the first year of payment. Thereafter, such module pay shall be paid in equal amounts in each regular paycheck.

6.046 Direct Deposit

The Board will provide direct deposit for employees in this bargaining unit. Any employee hired after September 1, 2006 must utilize direct deposit to receive their pay.

6.05 Youth Club Coordinators

6.051 Supplemental Position

A position as Youth Club Coordinator shall be construed to be a supplemental position.

6.052 Posting of Supplemental Position

A vacancy in the position of Youth Club Coordinator shall be posted in accordance with Section 5.01 of the existing Agreement.

6.053 Voluntary Acceptance of Supplemental Position

The acceptance of the supplemental contract shall be the voluntary determination of the employee to whom it is offered.

6.054 Reimbursement/Advancement for Approved Expenses

All Youth Club Coordinators shall be reimbursed by the Board for all approved expenses incurred for an approved club activity.

Student activity advisors may request an advance by the district treasurer for expenses limited to parking, turnpike tolls and gasoline costs which would be incurred for an approved student activity. Requests for advancements must be submitted to the treasurer no less than three (3) work days prior to the date of the activity.

6.055 Supplemental Compensation

Youth Club Coordinators shall receive annual compensation for their supplemental duties in accordance with the following rates to be calculated pursuant to Section 6.08 of this Agreement.

Business Professionals of America	Four (4) days
Student Council	Four (4) days
FCCLA	Four (4) days
FFA	Four (4) days
Skills USA	Six (6) days
Key Club	Four (4) days
Quiz Bowl	Four (4) days
HOSA	Four (4) days
CEC	Two (2) days
Book Club	Two (2) days
NTHS	Four (4) days

Youth Club Coordinators who receive above compensation will NOT be paid for covering events that are part of their duties as Coordinators. This includes but is not limited to local, regional, and state contests, events, activities, or meetings. The District will still provide for other costs (mileage, registration, meals, lodging, etc.). For unanticipated events, additional compensation may be approved. All requests are subject to administrative approval.

6.06 Youth Club Activities

6.061 Submission of Request for Activity-Related Leave

Requests to attend any Youth Club contest, convention, conference, or workshop shall be made in writing on the proper request form by the employee requesting leave and submitted to the area supervisor. The area supervisor shall submit the request to the Superintendent at least one week prior to the Board meeting preceding the trip.

6.062 Reimbursed Costs

The employee will be reimbursed for actual cost of registration, transportation by common carrier, and housing at the cost of a double room rate unless a single room is required, providing invoices are submitted. Reimbursement shall be made pursuant to Section 4.061 of this Agreement.

6.063 Extra Duty Compensation

An employee engaged in activity described in Section 6.061 above or a similar approved assignment beyond the regular workweek will be compensated at the employee's regular hourly rate for up to seven hours of actual work in any twenty-four hour period. The pay for hours worked is dependent upon the determination of the supervisor and director of the appropriate number of hours. In no case will the hours be greater than 7 in any 24 hour period. All hours to be turned in must be determined prior to the activity to be undertaken (Extra Duty Compensation Request – Appendix N). Any employee not approved for such activity will be given the reason verbally. For the purpose of this section, similar approved assignment shall include supervision of students at approved district, state, or national youth club conferences or competition (Attendance at Youth Club Activity Form – Appendix G). It shall also include approved educational field trips (Field Trip Request Form – Appendix Q).

Excluded from this section are the supervision of students at fund raising, social and similar activities (General Activity Form – Appendix R).

6.07 Travel Reimbursement

6.071 Travel Reimbursement Rate

The Board shall pay twenty cents per mile, or the amount allowed by the Internal Revenue Service, whichever is higher, for Board-approved travel reimbursement. Reimbursement shall be made only for travel that is directly related to the Education Program or the coordination of student employment.

6.072 Submission of Request for Travel Reimbursement

Request for travel reimbursement shall be made in writing on the appropriate form provided by the Board and should be submitted to the Director of Career & Technical Education by the fifth day of the month following the month in which the travel for reimbursement occurred.

6.073 Timeline for Submission of Requests

The last request for travel reimbursement for the school year should be submitted on or before July 31 of that school year.

6.08 Extended Time

6.081 Extended Time Pay Rate

The Board shall compensate an employee who renders extended time service at his/her per diem rate of pay for each day of extended time service.

6.082 Issuance of Supplemental Contracts

Supplemental contracts shall be issued for all extended time service unless otherwise herein specified.

6.083 State-Mandated Extended Time

Employees who teach a curriculum for which the State of Ohio mandates extended time days shall be compensated only for the number of days so mandated. It shall be understood that employees who accept said assignments shall be obligated to fulfill the extended time service so mandated.

6.084 Board-Requested Extended Time

Employees who teach a curriculum for which extended time is required in order to assist students in complying with Federal and State licensing requirements shall be compensated at their per diem rate of pay only for the number of days/hours as requested by the Board which are required to complete the instruction necessary to meet said licensing requirements. It shall be understood that employees who accept said assignments shall be given first option to fulfill whatever extended time service is necessary to insure licensing of their students.

6.085 Non-Mandatory Extended Time

It remains the prerogative of the Board and the Administration to establish and grant any extended time service not mandated by the State of Ohio or by Federal or State licensing requirements.

6.086 Extended Time for Additional Assignments

Employees who teach classes in addition to their normal daily workload shall be compensated at their per diem rate of pay. Acceptance of said extended time assignments shall be the voluntary determination of the employee.

6.09 Severance Pay

6.091 Definition

Severance pay shall be a one-time lump sum payment to eligible employees according to the following provisions.

6.092 Eligibility

- A. An employee's eligibility for severance pay shall occur when the individual retires from the teaching profession and has ten or more years of service with the State, and any of its political subdivisions, or any combination thereof. The employee's severance pay entitlement shall be determined as of the final date of his/her employment with the Board.
- B. The employee must sign for the severance check certifying that the eligibility criterion has been met. The employee must receive his/her severance pay check in compliance with current IRS rules and regulations. Severance payment shall not be denied due to clerical error.

6.093 Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

- A. Multiplying the employee's accrued but unused sick leave by one-fourth (1/4).
- B. Multiplying the above product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
- C. The amount of the benefit calculated in Steps "A" and "B" above shall not exceed the value of sixty-eight (68) days.

6.094 Elimination of Sick Leave Credit

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

6.095 Death Prior to Retirement

Should death occur in the interim between the employee's written notification to the Board of his/her intention to retire from the teaching profession and the effective date of the employee's retirement, the severance payment to which the employee would have been entitled should be made to the employee's estate.

6.096 National Board Certification

MCCTC instructors who successfully pass the test and achieve the required goals to become nationally certified teachers shall receive a one-time payment of \$2,500 in recognition of their achievement.

6.10 Payroll Deductions

The Board shall continue all payroll deductions provided in the last previous school year, which shall include, but are not limited to, the following:

- Educator's Mutual (Health Insurance)
- Credit Union (ASECU and SSCU)
- Annuities
- Cancer Insurance
- United Way
- Association Dues
- U.S. Savings Bonds
- AFLAC
- 403(b) Accounts

6.11 Employee Insurance

6.111 General Coverage

A. Board-Provided Insurance

The Board shall provide all full-time employees, except those hired under Section 6.063 of this Agreement with insurance coverage pursuant to Mahoning County Insurance Consortium MMO Low Deductible Plan. The plan booklet is herewith incorporated by reference. Effective July 1 of each contract year, premium contributions for employees will be established for a twelve (12) month period. The employees shall contribute, on a monthly basis through payroll deduction, two percent (2%) of the premium, with the amount increased to five percent (5%) of the premium effective July 1, 2012, and increased to ten percent (10%) effective July 1, 2014 towards the cost of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic, Laboratory, and Emergency Care, and Prescription Drug premium costs.

The Board shall provide 100% of the total cost of Term Life Insurance.

Married couples who are both employees of MCCTC must select either two single plans or one family plan and is not subject to the requirements of Section 6.111 B. Spousal Eligibility.

B. Spousal Eligibility

1. In school years 2009-2010 and 2010-2011 only, employees may receive payment for actual health insurance premiums paid by their spouses, up to a maximum of \$800 each year. Written documentation by the spouses' employer of the amount paid, and certified by the district employee, must be provided to the treasurer by the end of each school year to receive payment.

(a) An employee's spouse who is enrolled for coverage with the district and who has retired and has access to continuous group health insurance coverage

pursuant to his/her retirement must enroll in the retirement medical and prescription drug insurance plan for at least single coverage.

(b) An employee's spouse who is enrolled for coverage with the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's medical and prescription drug insurance plan for at least single coverage.

2. Effective with the new employees hired on or after September 1, 2009, the employee's spouse who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:

(a) works a minimum of twenty (20) hours per week; and

(b) has access to continuous group health insurance coverage pursuant to employment outside the district.

3. Effective September 1, 2009, an employee's spouse not covered in Section 1. above who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:

(a) works a minimum of twenty (20) hours per week; and

(b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.

4. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
- (a) the spouse can enroll in his/her employer's health insurance plan, or
 - (b) the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or
 - (c) the spouse receives a "cafeteria" or similar plan benefit from the spouse's employer than allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or:
 - (d) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no cost health benefits to its employees.
5. Each employee who has enrolled in the district's family insurance plan must complete and provide to the Treasurer COB Form annually on or before September 1 of each school year.

B. Change in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing not less than thirty days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the bid specifications of the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

C. Change in Coverage Status

Effective the first day of the month following employee notification, an employee may change the coverage status (single or family) with the carrier when a change in the

employee's coverage status is prompted by a loss of spouse's coverage, divorce, marriage, childbirth, adoption, pre-adoption, assumption of a dependent, death of a spouse or any other situation approved by the insurance carrier.

D. Continuation of Benefits

1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement.
2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

E. Pre-existing Condition Limitation

Charges for an injury, illness or related conditions caused by or resulting from a pre-existing condition shall not be covered.

A pre-existing condition means any condition that existed during the six (6) months just prior to an employee's effective date under the plan for which an employee or an employee's dependent received medical care, services or took prescription drugs.

A condition will cease to be pre-existing after the earlier of:

1. The last day a six (6) consecutive month period ends on or after the effective date for which an employee or an employee's dependent receives no treatment or prescription medication for that condition; or
2. Twelve (12) consecutive months after an employee's coverage begins.

6.112 Specific Coverages

A. Employee Assistance Program (EAP)

It is recognized that a variety of personal, physical, and/or psychological problems may interfere with the ability of employees to perform satisfactorily while on the job. Many

problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in getting the help they need.

1. Through the Employee Assistance program, referral and rehabilitation services are available to employees, their spouses, and their covered dependents who have alcohol, drug, emotional, and/or other psycho/social problems. Job security or promotional opportunity will not be jeopardized by seeking or entering a program of treatment.
2. Employees, their spouses, or covered dependents, who suspect that they may have a problem are encouraged to voluntarily take advantage of this program and to follow through with any prescribed treatment. The referral service of the program will be furnished at no cost to employees. The cost of rehabilitation and treatment will be covered to the extent that benefits are provided under contract health care benefits.
3. The confidential nature of referrals will be strictly preserved. All related records, if any, will be regarded as highly confidential. The Board of Education and other employees will not have access to diagnostic or treatment information unless the employee requests that the information be released to individuals specified by the employees.
4. Voluntary acceptance of this assistance program will not be a valid reason for poor job performance and will not result in any special regulations, privileges, or exemptions from current practices applicable to job performance requirements.
5. This program is provided through the Mahoning County School Employees Insurance Consortium and may be discontinued at the discretion of the Insurance Consortium. In the event the program is discontinued, the Board of Education will not be obligated to continue the program.

B. Dental

1. Each employee shall have the option of having dental insurance, either individual or family coverage, at the option of the employee, with the employee paying ten percent (10%) of the premium effective July 1, 2014.
2. The dental coverage shall have a \$25.00 per person, \$75.00 per family, per year, deductible clause.
3. Preventive and diagnostic care shall be 100% provided by the carrier. Orthodontia shall provide for a \$1,000 lifetime maximum per individual covered. All other procedures shall be 80/20 or 50/50 of the usual, customary, and reasonable fees charged by a dentist up to a maximum of \$1,500.00 (\$1,000 effective 9-1-92) per person in each calendar year.

C. Prescription Drug

1. Prescription Drug coverage will be provided in accordance with the MMO Low-Deductible Plan.

D. Vision Care

1. The Board shall purchase from a carrier licensed by the state of Ohio vision care insurance for each employee now or hereinafter employed, and for the employee's family.
2. Said vision care insurance shall be a non-deductible plan and the coverages provided shall be equal to or greater than the coverages listed below.

a. Dual Choice Plan

If the patient elects to receive vision care services from one of a list of panel doctors, covered services are provided at no out-of-pocket cost. If a covered person does not wish to secure services as described herein from a panel doctor, he may secure services from any optometrist, ophthalmologist, and/or dispensing optician, and submit the bill

to the carrier for reimbursement in accordance with the following schedule:

Schedule

- (1) Professional Fees
Vision Examination - \$30.00
- (2) Materials
 - Single Vision \$25.00
 - Bifocals \$35.00
 - Trifocals \$45.00
 - Lenticular \$75.00
 - Frames \$25.00
- (3) Contacts
 - In lieu of all other Plan benefits
 - Necessary \$175.00
 - Cosmetic \$75.00

(b) Benefits

- (1) Vision Examination

A vision examination shall be provided as needed in the above schedule and shall consist of a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities. The prescription of glasses is included where indicated.

(2) Lenses

(a) Lenses shall be provided every twelve months. The attending physician shall order the proper lenses if needed. The program provides the finest quality lenses fabricated to exacting standards. The doctor also verifies the accuracy of the finished lenses.

(b) Contact Lenses

Lenses shall be provided every twelve months. Contact lenses are furnished under the plan when the attending physician secures approval for the following conditions:
following cataract surgery; to correct extreme visual acuity problems that cannot be corrected with spectacle lenses; keratoconus.
When the attending physician receives approval for such cases, he/she is fully covered by

the carrier. When patients choose contact lenses for reasons other than the above, the carrier will make an allowance of \$75.00.

(3) Frames

Frames shall be provided as indicated every twelve months. If an employee chooses a frame beyond the section allowed by the plan or a large frame that requires over-size lenses, the employee will be required to pay an additional charge.

3. The administration shall, upon submission of a request by an employee, contact the insurance carrier and request the investigation of alleged overcharges made by panel providers and that a response to the request be made in writing following any investigation.

E. Term Life and Accidental Death and Dismemberment Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars plus an equal amount of accidental death and dismemberment coverage for each employee at no cost to the employee.

6.113 Insurance Contracts

The Board shall provide to the Association one copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Agreement. Copies of existing contracts shall be provided to the Association within seven days of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven days after they are received by the Administration.

6.114 Description of Fringe Benefits

Within thirty days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs provided by the Board for the employees' benefit.

6.115 Insurance Opt-Out

Effective September 2004 employees shall have the option to opt-out of the district's medical, dental, vision and prescription benefits plans. Employees who opt-out of all benefits plans shall receive \$1,000 per year in lieu of benefits, payable at the end of each year. Employees must indicate their desire to opt-out of the benefits plans by August 15 of each year and remain out for 12 consecutive months. New employees shall have four (4) weeks from their hire date to exercise their opt-out and shall have their amount prorated for late hires. Employees must show proof of other insurance before they will be allowed to opt-out of the district's medical, dental, vision and prescription benefits.

6.116 Notwithstanding any of the above provisions, the plan design of all insurance plans shall be moved to the Core Plan of MCSEIC effective July 1, 2014.

6.12 Retirement Incentive Plan

6.121 A Retirement Incentive Plan ("RIP") is hereby established beginning in the 2006-2007 and 2007-2008 school years in accordance with the provision of this Section. Under the RIP, \$8,500 shall be paid to a Health Reimbursement Arrangement (HRA) account established by the Board for a retired teacher who meets the eligibility requirements of the RIP and retires with the State Teachers Retirement System (STRS) or another state retirement system in accordance with certain requirements of the RIP.

Qualification Requirements, Program Exclusions and details of the HRA Plan are described on pages 70-71 of this contract.

6.13 STRS Pick-Up (Salary Reduction/Restatement Method)

6.131 The Board shall contribute to the State Teachers Retirement System in addition to the Board's required employer contribution, an amount equal to each employee's contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employee.

6.132 Each employee's individual contract shall include an addendum which states that the employee's contract salary is being restated as consisting of a cash salary component, and a pick-up component which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and that sick leave, severance, and vacation pay which are determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

6.14 Tuition Reimbursement for Required Courses

In the event the Board requires an employee to take additional courses, the Board will pay the full cost of the course providing the employee successfully completes the course.

6.15 Alternative Medical Provider

Any proposal received by the Board for consideration of a health maintenance organization or similar medical provider alternative shall result in notice thereof to the Association and Association involvement and agreement as required by federal and state statute and regulation.

ARTICLE VII - EFFECTS OF THE AGREEMENT

7.01 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the employees 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.

7.02 Individual Contracts

All individual contracts entered into between an employee and the Board shall be in compliance with the terms and conditions of this Agreement.

7.03 Amendment

This Agreement represents the full understanding and commitment between the parties. The Board shall amend its policies and practices to give full force and effect to the provisions of this Agreement. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

7.04 Severability

7.041 Statutory Compliance

It is understood that this Agreement is subject to and shall operate within the framework of the statutes of the State of Ohio, except as the parties are permitted to bargain contrary to law pursuant to 4117.10 (A).

7.042 Validity of Agreement

If any provision of this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

7.043 Determination of Illegality

Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within fifteen days after said finding is rendered.

7.044 Impasse Resolution

If agreement has not been reached upon expiration of the 15-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

7.05 Personnel Forms

7.051 Personnel Forms Included in Appendix

All personnel forms that are utilized relative to the implementation of the provision of this Agreement shall be attached as an appendix of this Agreement. The following personnel forms shall be in triplicate: Appendices A, C, D, E, F, G, H, J, M, N, O, P, Q. Forms will be in a central location. One copy will be initialed as to receipt, dated and returned to the employee at the time the employee submits the form.

7.052 Personnel Forms in Compliance with Agreement

All personnel forms contained in the appendix of this Agreement shall be in full compliance with the terms and conditions of this Agreement.

7.053 Revision of Personnel Forms

Personnel forms contained in the appendix of this Agreement may be revised by the Superintendent provided that said revisions are in compliance with the terms and conditions of this Agreement and provided that the Association President is in receipt of a copy of the revised form prior to the distribution and utilization of the form.

7.06 Duplication and Distribution

Within 30 days of agreement, a signed ratified copy will be delivered to the Administration. Within 30 days the Administration shall print copies of the negotiated Agreement and distribute a copy to all certified personnel in the Employee Unit. Certified personnel hired thereafter shall also be furnished with a copy. The complete Agreement, including any revisions or amendments agreed to in the negotiations, shall be printed in its entirety and distributed to all employees. The expense of such printing shall be borne by the Board.

7.07 Duration

The terms of this Agreement shall be in effect from September 1, 2011 until Midnight, August 31, 2014.

The parties to this Agreement, signed this date, July 14, 2011, as witnessed below.

FOR THE ASSOCIATION:

Patricia Thorsky
President
Alf Nelson J
Chief Negotiator
Thomas R. Slaven
Negotiator
Richard K. Johnson
Negotiator

FOR THE BOARD:

[Signature]
President
Roan M. Craig
Superintendent
Blaine E. Karlovic
Negotiator
[Signature]
Negotiator
John Zilbert
Negotiator

RIP & HRA REGULATIONS/STRS PICK-UP
(Salary Reduction/Restatement Method)

- I. Qualification Requirements. To be eligible to retire under the RIP, the teacher must meet all of the following criteria:
- A. Be under contract and a member of the bargaining unit as defined under this Agreement at the time of application.
 - B. Not be included in one of the Program Exclusions categories described in Section II.
 - C. Meet one of the following eligibility rules:
 - 1. To be eligible to retire under the RIP as of July 1, 2007, the teacher must be eligible for age and service retirement under STRS (e.g., 30 years of service credit, or age 55 with at least 25 years of service credit) or another state retirement system, with an effective date of retirement as of July 1, 2007. Notification must be provided to the Board, in writing, by February 15, 2007.
 - 2. To be eligible to retire under the RIP as of July 1, 2008, the teacher must be eligible for age and service retirement under STRS (e.g., 30 years of service credit, or age 55 with at least 25 years of service credit, or age 60 with at least 5 years of service credit) or another state retirement system, with an effective date of retirement as of July 1, 2008. Notification must be provided to the Board, in writing, by January 1, 2008.
 - D. File an irrevocable letter of intent to retire with the Superintendent's office (i) if the teacher wishes to retire as of July 1, 2007, prior to February 15, 2007 or (ii) if the teacher wishes to retire as of July 1, 2008, prior to January 1, 2008.
 - E. A maximum of eight (8) teachers will be permitted to retire under this RIP on a first-come, first-serve basis.
 - F. Retire with an STRS or other retirement system effective date of retirement of July 1, 2007 or July 1, 2008, consistent with the basis of the teacher's letter of intent to retire that was filed with the Board.
- II. Program Exclusions. The following conditions will cause a teacher to be ineligible to participate in the RIP:
- A. The teacher is terminated, non-renewed, or resigns before the teacher's retirement date.

- B. The teacher fails to meet the deadlines described above in subsection 6.122 for submission of an irrevocable letter of intent to retire or actual retirement date.
 - C. The teacher is currently retired and/or receiving retirement or disability benefits from STRS or another state retirement system.
- III. Health Reimbursement Account (HRA). The Board shall contribute \$8,500 to an HRA (described below) on behalf of each teacher who becomes a participant in the RIP by meeting the eligibility requirements of subsections 6.122 and 6.123 above. The payment and credit to the teacher's HRA account shall be made within 30 days of the teacher's effective date of retirement.
- A. Under the HRA, the retiring teacher and his or her spouse and dependents may be reimbursed for the following types of their health care expenses:
 - 1. Premiums for the purchase of health care insurance, including amounts paid for coverage under the STRS or another retirement system health care plan.
 - 2. Unreimbursed medical expenses, vision expenses, and dental expenses, including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.
 - B. All administrative fees associated with the HRA shall be chargeable to the accounts of the RIP participants and their beneficiaries.
 - C. The amounts credited to participant's HRA account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of both the retiree and his/her spouse. In the case of forfeiture, the forfeited amount shall be credited to the accounts of all other remaining RIP participants in equal amounts.
 - D. The HRA shall be initially established and funded under a plan document and related custodial account arrangement that is sponsored by AIG VALIC and administered by HRA Administrator LLC. The Board may amend the original HRA Plan document or substitute a new HRA Plan document, substitute another funding vehicle for the original custodial account, and/or substitute another third party administrator for the HRA Plan, in each case as the Board, in its sole discretion, may deem to be necessary or desirable.
 - E. It is intended that the provisions of the HRA and any related funding vehicle will be designed to comply with the requirements of all applicable laws, including federal tax laws, so that the contributions to the HRA and the benefits provided by the HRA will not be taxable to the retirees or their spouses or dependents. However, the Board does not promise or in any way guarantee that the benefits provided by the HRA will not be taxable.

**MAHONING COUNTY CAREER & TECHNICAL CENTER
REQUEST FOR PERSONAL LEAVE**

Name _____ Date _____

Date(s) Requested for Personal Leave _____

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day. Personal leave cannot be used to work another job, including self-employment.

Requests for approval of personal leave shall be made to the Superintendent at least forty-eight hours prior to the requested day, except in the case of emergency.

I certify that I am taking personal leave to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day. I am not using personal leave to work another job, including self-employment.

Employee Signature

Date

Immediate Supervisor's Initials

Approved

Disapproved

Superintendent

Date

**MAHONING COUNTY CAREER & TECHNICAL CENTER SCHOOL DISTRICT
APPLICATION FOR USE OF SICK LEAVE**

EMPLOYEE'S NAME _____ DATE _____

NO. OF DAY(S) REQUESTED _____ DATE(S) REQUESTED _____

The undersigned hereby makes application for use of sick leave as provided in Section 3319.141 of the Ohio Revised Code. The use of such sick leave is justified for the following reasons:

- ___ 1. Personal illness
- ___ 2. Personal injury
- ___ 3. Illness or injury in immediate family
- ___ 4. Death in immediate family
- ___ 5. Pregnancy
- ___ 6. Exposure to contagious disease

If medical attention was required, list the name and address of the attending physician:

NAME _____

ADDRESS _____

DATE(S) OF CONSULTATION _____

EMPLOYEE'S SIGNATURE

ADMINISTRATIVE ACTION

_____ APPROVED

_____ DISAPPROVED

SUPERINTENDENT

**MAHONING COUNTY CAREER & TECHNICAL CENTER SCHOOL DISTRICT
REQUEST FOR ATTENDANCE AT PROFESSIONAL MEETING**

NAME _____

POSITION _____

DATE REQUEST SUBMITTED _____
CONFERENCE _____

CITY _____ STATE _____

DATE OF CONFERENCE: FROM _____ THROUGH _____

REASON FOR REQUEST _____

PLEASE CHECK ONE

BUS _____ AIR _____ AUTO _____

COST

LODGING _____ BUS _____

MEALS _____ AIR _____

MILEAGE _____ AUTO _____

REGISTRATION _____ STATE REIMBURSED? ___ YES ___ NO

TOTAL COST _____ COMMENTS _____

SUBSTITUTE NEEDED:

___ YES ___ NO

EMPLOYEE

___ Recommended
___ Not Recommended

___ Approved or Recommended
___ Not Approved or Recommended

___ Approved
___ Not Approved

SUPERVISOR

DIRECTOR

SUPERINTENDENT

**MAHONING COUNTY CAREER & TECHNICAL CENTER
PROFESSIONAL LEAVE/YOUTH CLUB ACTIVITY EXPENSE REPORT**

NAME _____

Date of Approved Activity or meeting FROM _____ TO _____

APPROVED ACTIVITY OR MEETING _____

EXPENSES

Bus, Rail or Air Fare \$ _____

Total Auto Mileage _____ \$ _____

Hotel Room (Invoice must be submitted) \$ _____

Meals (Receipts must be submitted) \$ _____

Itemized Miscellaneous Expenses \$ _____

(Invoices must be submitted) \$ _____

\$ _____

\$ _____

\$ _____

Total Reimbursable Expenses \$ _____

The above expenses were approved in advance and were incurred in connection with school business.

EMPLOYEE'S SIGNATURE

APPROVAL FOR PAYMENT SUPERINTENDENT

DATE SIGNED

DATE

**MAHONING COUNTY CAREER & TECHNICAL CENTER
REQUEST FOR APPROVAL OF COURSE WORK
FOR TUITION REIMBURSEMENT**

Name _____ Date _____
Last First Middle

(Type or Print)

I submit the following course(s) for consideration of approval for tuition reimbursement.

Date of Planned Enrollment	Course Title	Course Number	College or University	Semester Hours	Quarter Hours

Total Hours _____

Give a brief description of each course you wish to have approved.

Course	Description

Signature

Hours approved _____
Hours not approved _____

Superintendent

**THIS FORM MUST BE SUBMITTED IN
DUPLICATE PRIOR TO REGISTRATION
IN COURSES TO BE CONSIDERED FOR
APPROVAL FOR TUITION
REIMBURSEMENT. AN APPROVED COPY
WILL BE RETURNED TO YOU.**

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TUITION REIMBURSEMENT

Name _____ Date _____
Last First Middle

(Type or Print)

I submit the following course(s) for tuition reimbursement.

All course(s) submitted were approved for the purpose of tuition reimbursement prior to registration.

Date Enrolled	Course Title	Course	College or University	Semester Hours	Quarter Hours

Total Hours _____
Signature _____

This form must be submitted in duplicate not later than May 30 to receive reimbursement by June 30.

A copy of an official transcript showing credit earned in the course(s) being submitted must be on file in the Superintendent's office by May 30, along with the invoice for the course.

FOR OFFICE USE

Number of hours approved _____

Number of hours not approved _____

Superintendent *Date*

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TEACHER ATTENDANCE AT YOUTH CLUB ACTIVITY

Name _____
 Position _____
 Date Request Submitted _____
 Conference _____
 City _____ State _____
 Dates Of Conference From _____ Through _____
 Reason For Request _____

Number Of Your Students To Be Supervised _____

PLEASE CHECK ONE

Bus _____ Air _____ Auto _____

COST

Lodging _____ Bus _____
 Meals _____ Air _____
 Mileage _____ Auto _____
 Registration _____
 Total Cost _____
 Substitute Needed _____

Instructor

____ Recommended	____ Recommended	____ Approved
____ Not Recommended	____ Not Recommended	____ Not Approved
____ Supervisor	____ Director	____ Supervisor

MAHONING COUNTY CAREER & TECHNICAL CENTER

ASSAULT REPORT

NAME _____
DATE OF ASSAULT _____ APPROXIMATE TIME OF ASSAULT _____ A.M. P.M.
LOCATION _____
NAME OF PERPETRATOR(S) _____

PLEASE CIRCLE THE RELEVANT DATA:

PHYSICAL ASSAULT ASSAULT WITH WEAPON PERSONAL PROPERTY DAMAGE SCHOOL PROPERTY DAMAGE PERSONAL INJURY

THIS INCIDENT WAS REPORTED TO: _____ DIRECTOR SUPERVISOR _____ JUVENILE AUTHORITIES POLICE

REPORTED BY: _____

ACTION HAS BEEN TAKEN BY: __ SCHOOL __ JUVENILE AUTHORITIES __ POLICE

(IF CHECKED, PLEASE DESCRIBE THE ACTION TAKEN)

BRIEFLY DESCRIBE INCIDENT _____

INCIDENT COULD HAVE BEEN PREVENTED OR ALLEVIATED BY _____

submit in duplicate

MAHONING COUNTY CAREER & TECHNICAL CENTER

NOTICE OF VACANCY

POSITION _____

DEPARTMENT _____

GRADE LEVEL _____

SUBJECT _____

QUALIFICATIONS:

COMPENSATION (IF AN ADMINISTRATIVE POSITION) _____

DATE POSTED _____

DEADLINE FOR APPLICATION _____

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TRANSFER

NAME _____ SENIORITY _____

ADDRESS _____

AREAS OF CERTIFICATION _____

PRESENT POSITION _____

REQUESTED POSITION _____

APPLICABLE EXPERIENCE _____

REASON FOR REQUEST _____

SIGNATURE

DATE

MAHONING COUNTY CAREER & TECHNICAL CENTER
 Observation Report No.

Employee		Subject/Position/ Grade Level			
Seniority		Date of Observation			
Date—Last Previous Lab Observation		Date—Last Previous Classroom or Non- Instructional Observation			
KEY		E (Excellent)		G (Good) S (Satisfactory) NI (Needs Improvement) U (Unsatisfactory) NA (Not Applicable)	
		LAB Date In Out	CLASSROOM Date In Out	GENERAL	RECOMMENDATIONS FOR IMPROVEMENT OR COMMENTS
PERFORMANCE QUALITIES					
A.	Teaching Technique				
B.	Skill in Presentation				
C.	Knowledge of Subject Matter				
D.	Judgment in Use of Materials and/or Equipment				
E.	Recognition of Individual Needs				
F.	Pupil Participation				
G.	Stimulation of Good Study and Work Habits				
H.	Preparation and Use of Adequate Lesson Plans				
I.	Evidence of Good Relationship with Pupils				
J.	Evidence of Good Classroom Discipline				
K.	Evidence of Use of Safety Procedures and Practices				
PROFESSIONAL QUALITIES					
L.	Evidence of Professional Relationship with Parents				
M.	Evidence of Professional Relationship with Staff				
N.	Support on written Board Policies and Administrative Regulations				
O.	Evidence of Good Record Keeping and Reporting				
P.	Punctuality				
Q.	Youth Club Activities				
R.	Advisory Committee Activities				
PERSONAL QUALITIES					
S.	Accuracy and Effectiveness of Speech				
T.	Evidence of Self Control and Poise				
COMMENDABLE POINTS					
Employee's Signature (Lab Observation)			Date of Conference		Evaluator's Signature
Employee's Signature (Classroom or Non- Instructional Observation)			Date of Conference		Evaluator's Signature
EMPLOYEE'S COMMENTS				Overall Estimates	
				Performance	
				Professional	
				Personal	

JV-244

MAHONING COUNTY CAREER & TECHNICAL CENTER			
Date: _____			
Employee		Subject/Position/ Grade Level	
KEY E (Excellent) G (Good) S (Satisfactory) NI (Needs Improvement) U (Unsatisfactory) NA (Not Applicable)			
PERFORMANCE QUALITIES		PROFESSIONAL QUALITIES	
A. Teaching Techniques		L. Evidence of Professional Relationships with Parents	
B. Skill in Presentation		M. Evidence of Professional Relationship with Staff	
C. Knowledge of Subject Matter		N. Support of Written Board Policies and Administrative Regulations	
D. Judgment in Use of Materials and/or Equipment		O. Evidence of Good Record Keeping and Reporting	
E. Recognition of Individual Needs		P. Punctuality	
F. Pupil Participation		Q. Youth Club Activities	
G. Stimulation of Good Study and Work Habits		R. Advisory Committee Activities	
H. Preparation and Use of Adequate Lesson Plans		PERSONAL QUALITIES	
I. Evidence of Good Relationship with Pupil		S. Accuracy and Effectiveness of Speech	
J. Evidence of Good Classroom Discipline		T. Evidence of Self Control and Poise	
K. Evidence of Use of Safety Procedures and Practices			Preparation of Updated Course of Study
Number of Observation Report Forms Accompanying this Evaluation		GENERAL ESTIMATE	
Employee's Statement affixed to report		OVERALL ESTIMATE	
YES NO		Performance Qualities	
		Professional Qualities	
		Personal Qualities	
RECOMMENDATIONS FOR IMPROVEMENT:		RECOMMENDATION FOR RE-EMPLOYMENT:	
		Recommend	
		Do Not Recommend	
EMPLOYEE'S SIGNATURE		COMMENTS	
DATE			
EVALUATOR'S SIGNATURE			
DATE			

JV 234

MAHONING COUNTY CAREER & TECHNICAL CENTER

GRIEVANCE FORM

NAME OF GRIEVANT _____

ASSIGNMENT _____

DATE CAUSE OF GRIEVANCE OCCURRED _____

A. Statement of Grievance, including the Article/Section(s) violated, misinterpreted, or misapplied:

B. Relief sought:

Signature of Grievant or
Association Representative

Date

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR EXTRA DUTY COMPENSATION

Name _____

Date Request Submitted _____

Conference _____

City _____ State _____

Date of Conference: From _____ To _____

Number of Students to be Supervised _____

Number of Hours of Compensation Requested _____

Employee Signature

Hours Recommended

Request Not Recommended

Supervisor

Date

Hours Recommended

Request Not Recommended

Director

Date

Hours Approved

Request Disapproved

Superintendent

Date

MAHONING COUNTY CAREER & TECHNICAL CENTER
REQUEST TO CHANGE SALARY CLASSIFICATION FORM

I request to change from Class _____ to Class _____.

Eligibility for the requested change is as follows:

Forms attached:

____ Official Transcript

____ Certificate

Signature of Employee

Date

Form must be submitted on or before September 15th.

JV 267

MAHONING COUNTY CAREER & TECHNICAL CENTER

SUPERVISION OF FIELD TRIP ESTIMATED EXPENSES

Name _____

Position _____

Date request submitted _____

Field Trip _____

City _____ State _____

Date(s) of Field Trip: from _____ through _____

Please Check One

Bus Air Auto

Estimated Expenses

Lodging _____ Bus _____

Meals _____ Air _____

Mileage _____ Auto _____

Registration _____

Total Cost _____

Employee Signature

SUBSTITUTE NEEDED Yes No

<input type="checkbox"/> RECOMMENDED	<input type="checkbox"/> RECOMMENDED
<input type="checkbox"/> NOT RECOMMENDED	<input type="checkbox"/> NOT RECOMMENDED
_____ <i>Supervisor</i>	_____ <i>Director</i>

MEMORANDUM OF UNDERSTANDING

The MCCTCEA and the MCCTC Board of Education agree that that the new Local Professional Development Committee handbook, dated January 2005, takes the place of the language presented in the MCCTCEA Negotiated Agreement dated September 1, 2003 to August 31, 2006, pages 49 to page 60.

Date of Board Approval: Monday, March 21, 2005

James Tybor, President
For the MCCTCEA

Roan M. Craig, Superintendent
For the Board of Education

CONSULTING TEACHER MENTOR PROGRAM GUIDELINES

Definitions

- a. Consulting Mentor Teacher – a teacher who will provide formative assistance to a client (entry-year) teacher.
- b. Client Entry Year Teacher – a teacher in the first year of employment under a teaching or educational personnel certificate (entry-year) who will be provided formative assistance by a Mentor Consulting Teacher.
- c. Formative Assistance – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

Minimal Selection Criteria for Mentor Consulting

- a. The applicant must have tenure status and have a minimum of five (5) consecutive years of teaching experience in the district.
- b. The applicant must be able to demonstrate above average teaching performance and must be willing to waive for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the applicant's evaluations. The screening committee shall determine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met that criteria.
- c. The applicant must hold a valid teaching certificate/license and must currently be teaching in the same general area of certification/licensure as the client entry year teacher.

Responsibilities

The mentor consulting teacher, in concert with the entry year client teacher, shall develop a formative assistance plan for the assigned client teacher. Such plan shall include skill enhancement and those areas defined by the Committee's writing and development.

The consulting teacher shall provide a plan for release time for approval by the director so those substitutes may be scheduled.

Restrictions

- a. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.
- b. No mentor consulting teacher shall participate in any informal or formal evaluation of an entry year client teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an entry year client teacher.
- c. All interaction, written or oral, between the mentor consulting teacher and the entry year client teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor consulting teacher shall constitute grounds for immediate removal from his/her role as mentor consulting teacher.

Protections

- a. Other than a notation to the effect that a teacher served as a mentor consulting teacher, the teacher's activities as a mentor consulting teacher shall not be part of that staff member's evaluation.
- b. No entry year client teacher shall be required to remain in an entry-year program for a period longer than two (2) one-year school years.
- c. An entry year client teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- d. A mentor teacher who is not certified in the same area as the entry year teacher has the option of consulting with a teacher/cotisultant in the same area of certification as the entry year teacher.

Program Review/Revisions

Mentor Consulting teachers shall meet with the Entry Year Program Planning/Screening Committee as a group prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

Association and Board representatives shall meet to discuss the recommendations prior to the next school year. The Committee must approve any changes in the program.

MEMORANDUM OF UNDERSTANDING

Compensation

For consulting mentor teachers of Entry Year teachers and Lead Mentors, the compensation shall be 4% of the base salary, retroactive to September 2002. This compensation will be awarded to the consulting mentor teacher during the entry year teacher's first year at Mahoning County Career and Technical Center; services, however, may be provided for up to three years.

For teachers mentoring experienced teachers new to the district, the compensation will be 2% of the base salary, effective September 2003. This compensation will be awarded to the mentor teacher during the new teacher's first year at Mahoning County Career and Technical Center.

A supplemental contract will be awarded to entry year and lead mentors; compensation will be made at the end of each semester; should the entry year teacher leave the district for any reason during the first year of employment, compensation will be pro-rated according to dates completed by the entry year teacher.

For the Association

For the Board of Education

Date _____

Date _____

11/8/02
mou - mentor teachers

APPENDIX U

The Association agrees that the attached committee-developed evaluation forms shall be the evaluation instruments for any association members hired after June 1, 2001. These forms shall constitute Appendix U of the Agreement.

Date _____ For the Association _____
President

Date _____ For the Board of Education _____
Superintendent

MAHONING COUNTY CAREER & TECHNICAL CENTER

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory
Planning

1	Shows evidence of clear learning goals	D P B U	4	Shows evidence of integration between academic and vocational studies	D P B U
2	Shows evidence that lessons comply with state outcomes, courses of study, and vocational competencies	D P B U	5	Demonstrates appropriate selection of instructional techniques and preparation for classroom instruction	D P B U
3	Demonstrates evidence of becoming familiar with student background knowledge and experiences	D P B U	6	Demonstrates selection of appropriate student evaluation strategies	D P B U

Teacher _____

Observer _____

Date of Observation _____

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory
Classroom Environment

7	Establishes a physical environment that is safe and facilitates student learning	D P B U	10	Demonstrates high expectations for all students	D P B U
8	Disciplinary expectations are established, communicated to students, and fairly enforced	D P B U	11	Demonstrates rapport with the students based on individual differences	D P B U
9	Shows evidence of mutual respect	D P B U			

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory
Instruction

12	Instructional procedures and goals are clearly articulated to students	D P B U	15	Shows evidence of encouraging students to engage in higher level thinking	D P B U
13	Instructional activities are appropriate to learning goals	D P B U	16	Monitors student understanding, provides feedback, and adjusts instruction to enhance student learning	D P B U
14	Classroom instruction demonstrates an understanding of the content being taught	D P B U	17	Uses instructional time effectively	D P B U

Legend: D=Distinguished, P=Proficient, B=Basic, U=Unsatisfactory
Professionalism

18	Shows evidence of professional reflection on instruction to adjust future planning	D P B U	22	Punctuality	D P B U
19	Demonstrates effective communication with parents and guardians	D P B U	23	Shows evidence of an active advisory committee	D P B U
20	Maintains accurate records	D P B U	24	Shows evidence of an active career-technical student organization (CTSO)	D P B U
21	Maintains professional behaviors which support the goals and operations of MCCTC	D P B U	Additional Information:		

Post-Observation Review:

Signature of observer _____ Date _____

Signature of teacher _____ Date _____

MAHONING COUNTY		Employee: _____	
CAREER & TECHNICAL CENTER		Evaluator: _____	
		Date of observation: _____	Date of pre-conference: _____
Key: D...Distinguished P...Proficient B...Basic U...Unsatisfactory			
PLANNING			COMMENTS
1.	Shows evidence of clear learning goals		
2.	Shows evidence that lessons comply with state outcomes, courses of study and vocational competence		
3.	Demonstrates evidence of becoming familiar with the student background knowledge and experience		
4.	Shows evidence of integration between academic and vocational studies		
5.	Demonstrates appropriate selection of instructional techniques and preparation for class instruction		
6.	Demonstrate selection of appropriate student evaluation strategies		
CLASSROOM ENVIRONMENT			COMMENTS
7.	Establishes a physical environment that is safe and facilitates		
8.	Disciplinary expectations are established, communicated to students, and fairly enforced		
9.	Shows evidence of mutual respect		
10.	Demonstrates high expectations for all students		
11.	Demonstrates rapport with students based on individual differences		
INSTRUCTION			COMMENTS
12.	Instructional procedures and goals are clearly articulated to students		
13.	Instruction activities are appropriate to learning goals		
14.	Classroom demonstrates an understanding of the content being taught		
15.	Shows evidence of encouraging students to engage in higher level thinking		
16.	Monitors student understanding, provides feedback, and adjusts instruction to enhance student learning		
17.	Uses instructional time effectively		
PROFESSIONALISM			COMMENTS
18.	Shows evidence of professional reflection or instruction to adjust future planning		
19.	Demonstrates effective communication with parents/guardian		
20.	Maintain accurate records		
21.	Maintains professional behaviors which support the goals and operations of the Mahoning County Career & Technical Center		
22.	Punctuality		
23.	Shows evidence of an active advisory committee		
24.	Shows evidence of an active career-technical student organization (CTSO)		
According to Section 5.6627 of the MCCTCEA Agreement, it is understood that evaluation includes observation made other than during formal evaluation time.			
Employee Signature: _____		Employee Comments attached: Yes No	
Evaluator's Signature: _____		Date of Post-Conference: _____	

MEMORANDUM OF UNDERSTANDING
November 24, 2003

It is agreed between the MCCTC Board of Education and the MCCTCEA that administrators hired prior to January 1, 2001, shall have seniority defined as the employee's length of continuous service within the district, commencing from the employee's first day worked. Seniority for those administrators shall only be broken upon resignation or discharge for just cause. Years of service in supervisory and administrative positions shall not be considered towards accumulated seniority. All other non-conflicting language shall continue in application to these administrators.

For the Board

For the Association

Date _____

Date _____