

#28489

12-MED-03-0327
0496-01

STATE PERSONNEL
BOARD OF ILLINOIS
2012 JUL 26 AM 11:28

Agreement

between

**Maple Heights Teachers Association
MHTA**

and

Maple Heights Board of Education

September 1, 2012, through August 31, 2015

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION / DEFINITIONS	1
1.01 Recognition	1
1.02 Management Rights	2
1.03 Definitions	2
ARTICLE II – NEGOTIATING PROCEDURES	4
2.01 Directing Requests	4
2.02 Negotiation Meetings	4
2.03 Negotiation Time Limits	5
2.04 Representation	5
2.05 Assistance	5
2.06 Study Committee	5
2.07 While Negotiations Are in Progress	6
2.08 Dispute Settlement Procedures	7
2.09 Labor/Management Committee	7
2.10 Publication of Agreement	7
2.11 Interim Bargaining	8
ARTICLE III – MHTA RIGHTS	8
3.01 Exclusive Recognition	8
3.02 Use of School Buildings	8
3.03 Use of Bulletin Boards and Mailboxes	8
3.04 Documents	8
3.05 Administration of Agreement	9
3.06 Released Time for the MHTA	9
3.07 MHTA Business	9
3.08 MHTA Dues	10
3.09 Fair Share Fee	10
3.10 Discussion of MHTA Business	11
3.11 MHTA Announcements	11
3.12 Officer Leave	11
3.13 Bargaining Unit Roster	11
3.14 Equipment	12
3.15 Board Meeting Agendas/Minutes	12
ARTICLE IV – GRIEVANCE PROCEDURE	12
4.01 Unobstructed Communication Channels	12
4.02 Definition	12

4.03	Rights of the Grievant and the MHTA	12
4.04	Time Limits.....	13
4.05	Grievance Procedure	13

ARTICLE V – EMPLOYMENT PRACTICES 15

5.01	Contracts-Regular	15
5.02	Supplemental Contracts.....	15
5.03	Continuing Contract and Salary Notices	16
5.04	Renewal or Resignation of Contracts.....	17
5.05	Filing and Maintenance of Teaching Certificates/Licenses	17
5.06	Probationary Status Pending Receipt of Records	18
5.07	Employee Discipline.....	18
5.08	Academic Freedom	19
5.09	Professional Personnel Records	19
5.10	Assignments	20
5.11	Vacant Positions	20
5.12	Transfer Procedure	21
5.13	Reduction in Force	22
5.14	Employee Assistance Program	24
5.15	Falsification	24
5.16	Forms.....	24
5.17	Internship/Clinical Experience	25

ARTICLE VI – EMPLOYMENT CONDITIONS..... 25

6.01	Teacher Work Load.....	25
6.02	Pupil/Employee Ratio.....	27
6.03	Student Learning Stations.....	27
6.04	Elementary Specialists.....	27
6.05	Guidance Counselors.....	27
6.06	School Library Media Specialists	27
6.07	Speech Pathologists	28
6.08	“Mainstreaming” and Inclusion	28
6.09	Health/Medical Services.....	28
6.10	Music, Art, Physical Education and Technology Employees.....	28
6.11	Elementary Liaisons.....	28
6.12	Special Education Coordinators.....	28
6.13	Not subject to the grievance process	28
6.14	Playground Supervision	28
6.15	Traveling Employees.....	29
6.16	Spot Substitution	29
6.17	Replacement for Year Long Leave of Absence.....	29
6.18	Lesson Plans.....	29
6.19	School Calendar.....	30

6.20	Work Environment.....	30
6.21	Employee Relocation	30
6.22	Classroom Interruptions	31
6.23	Student Performances	31
6.24	Equipment, Tools, Supplies and Materials	31
6.25	Instructional Materials	31
6.26	Instructional Technology and Support.....	31
6.27	Employee Facilities	31
6.28	Residency	31
6.29	Drug and Alcohol Testing.....	32
6.30	Preparation of IEPs.....	32
6.31	Timely Response to Communications To/From Parents and Students	32
6.32	Grade Book.....	32
6.33	Walkthroughs	32

ARTICLE VII – ABSENCE AND LEAVE 33

7.01	Unpaid Leave Guidelines	33
7.02	Sick Leave	33
7.03	Bereavement Leave	34
7.04	Professional Meetings and Conferences.....	35
7.05	Jury Duty.....	35
7.06	Personal Leave	36
7.07	Parental Leave.....	37
7.08	Sabbatical Leave.....	38
7.09	Extended Illness and/or Disability Leave.....	40
7.10	Public Calamity	41
7.11	Federal Family and Medical Leave	41
7.12	Professional Growth Leave	41
7.13	Assault Leave.....	42
7.14	Personal Leave Bank.....	43

ARTICLE VIII – STUDENT RELATIONS 44

8.01	Student Physical, Social, and Environmental Concerns.....	44
8.02	Student Discipline	44
8.03	Assault Protection of School Personnel	45

ARTICLE IX – EMPLOYEE EVALUATION PROCEDURE..... 46

9.01	Philosophy	46
9.02	Procedures for Employee Evaluation	46
9.03	Operational Definitions for Evaluation	48

ARTICLE X – PROFESSIONAL DEVELOPMENT COMMITTEE..... 48

10.01 Purpose..... 48
10.02 Committee Composition and Selection 48
10.03 Term of Office 48
10.04 Operating Procedures 49
10.05 Decision Making..... 49
10.06 Training 49
10.07 Appeals Process 49
10.08 In Event of Repeal of O.R.C. 3319.22..... 50
10.09 Educator Licensing/Teacher Certification..... 50
10.10 L.P.D.C. Release Time 50

ARTICLE XI – RESIDENT EDUCATOR PROGRAM 50

11.01 Purpose..... 50
11.02 Committee Composition and Selection 50
11.03 Term of Office 50
11.04 Operating Procedures 50
11.05 Decision Making..... 51
11.06 Repeal of Resident Educator Program..... 51
11.07 Release Time for Resident Educator Program..... 51
11.08 Stipend..... 51

ARTICLE XII – COMPENSATION 51

12.01 Employee Salary Schedules 51
12.02 Payroll Procedures and Schedules 52
12.03 STRS Pick-Up..... 54
12.04 Workers' Compensation..... 54
12.05 Retirement Incentive Plan 55
12.06 Mileage 56
12.07 Work Attendance Incentive Program..... 56
12.08 Severance Pay..... 57
12.09 Tuition Reimbursement..... 57
12.10 Supplemental Salary Positions..... 58
12.11 Other Special Rates of Pay 59

ARTICLE XIII – INSURANCE 59

13.01 Hospitalization..... 59
13.02 Life Insurance..... 61
13.03 Dental Insurance 61
13.04 Optical Insurance 61

APPENDICES

Appendix 1 – Salary Schedules.....	65
Appendix 2 – Supplemental Salaries.....	66
Appendix 3 – Grievance Form.....	71
Appendix 4 – Voluntary Transfer Form.....	72
Appendix 5 – Lesson Plan Templates.....	73
Appendix 6 – Application for Use of Sick Leave.....	75
Appendix 7 – Physician Certification.....	76
Appendix 8 – Request for Bereavement Leave.....	77
Appendix 9 – Jury Duty.....	78
Appendix 10 – Personal Leave Request Form.....	79
Appendix 11 – Application for Use of Parental Leave.....	80
Appendix 12 – Assault Leave Report Form.....	81
Appendix 13 – Employee Observation Instrument.....	82
Appendix 14 – Request for Reclassification.....	87
Appendix 15 – Pre-Approval Form Tuition Reimbursement Program.....	88

PREAMBLE

The Board of Education of the Maple Heights City School District ("Board") and the Maple Heights Teachers Association ("MHTA"), affiliated with the Ohio Education Association and the National Education Association, recognize that the ultimate responsibility of both is to provide the highest quality education for the benefit of the youth entrusted to their care. The fulfillment of this responsibility can best be achieved by cooperation among the Board, the Superintendent and the Administrative staff, and the employees. Therefore, a relationship must be established and maintained which is based upon this common interest and the concept that education is a public trust and is a professional calling.

The Board, the Superintendent and the administrative staff, and the employees can discharge their respective responsibilities and attain their common objectives if each utilizes the ability, experience, and judgment of the other in resolving matters of mutual concern, which affect the total educational program.

It is the purpose of this document to set forth an orderly procedure whereby matters of mutual concern pertaining to the Board and the MHTA can be considered and cooperatively resolved.

Nothing in the Agreement shall preclude any employee, or groups of employees, from bringing his/her, or their, professional concerns directly to the attention of the Superintendent or Board through established channels for decision-making.

ARTICLE I RECOGNITION AND DEFINITIONS

.01 Recognition

The Board recognizes the MHTA as the sole and exclusive negotiating representative for the certificated/licensed, professional personnel, including all classroom teachers and guidance counselors. Excluded are employees whose salary is determined by an administrative salary schedule and who are administrative supervisors, including school psychologist, other supervisors, management level employees, and confidential employees.

The MHTA is recognized as the sole and exclusive representative for the bargaining unit set forth above in matters concerning wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement. No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employees included in the MHTA's unit in formal negotiations. However, the above stated provisions shall not preclude the right of an individual to submit suggestions to the Administration.

The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s) which have had or may seek bargaining rights by granting payroll deductions for dues to any and all such organizations.

1.02 Management Rights

The Board retains its management rights subject to any limitations found in this Agreement. Subject to all of the provisions of this Agreement, the Board shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Maple Heights City Schools, including but not limited to, the sole and exclusive right to:

- A. Determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy such as the functions and programs of the District, standards of services, its overall budget, utilization of technology and organization structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of educational operations;
- D. Determine the overall methods, process, means or personnel by which educational operations are to be conducted.
- E. Suspend, discipline, discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the District as an educational unit.

1.03 Definitions

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

- A. District: The Maple Heights City School District.
- B. Board: The Board of Education of the Maple Heights City School District.
- C. Superintendent: The Superintendent of the Maple Heights City School District or their designated representative.
- D. Treasurer: The Treasurer of the Maple Heights City School District or their designated representative.
- E. MHTA: The Maple Heights Teachers Association.

- F. Employee: Any employee in the bargaining unit defined in Section 1.01 of this Agreement.
- G. Immediate Supervisor: The Principal or person in a comparable 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 MHTA.
- H. Full-time Teacher: "Full-time teacher" shall mean any teacher who works 120 days or more per school year, and who works four (4) hours per day exclusive of lunch or planning time. A full time teacher shall be entitled to all benefits set out in this Agreement.
- I. Part-time Teacher: "Part-time teacher" shall mean any teacher who works 120 days or more per school year, and who works less than four (4) hours per day exclusive of lunch or planning time. A part time teacher shall be entitled to no paid leave except sick leave and personal leave and shall be paid at the part-time teacher per diem rate of pay.
- No two (2) or more part-time teachers shall be employed to fill a full-time teaching position unless the full-time teaching position cannot be filled by a full-time teacher.
- J. Day: A calendar day,
- K. Workday: A regularly scheduled workday, Monday through Friday, during the school term; a weekday during the summer recess, excluding holidays and other days when the central administration office is not open.
- L. Calendar year: The calendar year shall mean January 1st through December 31st.
- M. School Year: The first teacher workday through the last teacher workday.
- N. Seniority:
1. Seniority shall be determined by ORC 3319.17. If two (2) or more employees have the same length of continuous service, then seniority will be determined by using the criteria below in the order listed.
 - a. Prior years of teaching service as an employee in the District, which were lost by a break in service.
 - b. The date of the Board meeting at which the employee was hired for the first employment contract.
 - c. The date on the employee's first job application which led to employment, provided that a dated job application is on file for each employee involved in the tie-breaker.

- d. The length of any previous service in the District.
 - e. Tie broken by a coin toss, or, if more than two employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the MHTA President. 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.
- 2. Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff approved by the Board and/or the Superintendent.
 - 3. Seniority List – All employees shall be placed on a seniority list. A copy of the seniority list and updates thereto shall be provided to the MHTA President upon request.
 - 4. Beyond School Year or School Day – Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
- O. Regular Contract (Limited or Continuing): The employee's contract for their full time/part-time professional duties.
 - P. Supplemental Contract: The employee's contract for their duties performed outside of their regular contract.

ARTICLE II

NEGOTIATING PROCEDURES

2.01 Directing Requests

Either the Board or the MHTA may initiate negotiations by serving written notice to the Superintendent, representing the Board, or the MHTA President, representing the MHTA, no earlier than March 15, nor later than April 1, during the year of expiration date of this Agreement. The party requesting to open negotiations shall also serve SERB with a Notice to Negotiate.

2.02 Negotiation Meetings

Within fifteen (15) calendar days after receipt of such notice, an initial meeting will be held at which the parties will submit in writing their proposals, and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Matters to be negotiated include wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.

Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

Topical listing of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. These proposals shall be identified as new matter or revisions of existing proposals.

Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be in executive sessions unless otherwise mutually agreed upon by both parties.

The parties agree to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The parties acknowledge their responsibility and obligation to listen to and react to each other's proposals, including providing explanation when one disagrees with a proposal. The obligation to meet for purposes of negotiations does not compel either party to agree to a proposal or make a concession.

Other rules for conducting negotiations procedures, which are deemed necessary and not covered by this Agreement, shall be discussed and agreed upon at this first session.

.03 Negotiation Time Limits

Items under negotiation must be resolved to the mutual satisfaction of both parties not later than forty-five (45) calendar days prior to the expiration date of this Agreement. If no agreement is rendered by said date, the Dispute Settlement Procedures set in Section 2.08 of this Agreement shall be implemented.

.04 Representation

The Board or its designated representatives shall meet with the MHTA or its designated representatives to negotiate in good faith. Each team shall limit its representation to not more than seven (7) members unless otherwise agreed upon at the first meeting. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

.05 Assistance

Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. If needed, clerical assistance shall be provided at mutual expense.

.06 Study Committee

The parties may appoint joint ad hoc committees to research, to study and to develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report in writing all findings to both parties. All necessary expense incurred by the committees shall be mutually shared.

2.07 While Negotiations Are in Progress

A. Caucuses

The chair of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time the caucus is requested.

B. Protocol

No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

C. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding until all items are initialed.

D. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

E. Changes in Negotiating Procedures

If either party desires changes in the negotiations procedures that party shall include the proposed changes along with the initial letter sent to open negotiations or the letter of response, as the case may be.

These proposed amendments will become the initial items for discussion in the upcoming negotiations and if agreed upon shall become a part of the total package to be ratified by the MHTA and adopted by the Board.

By mutual consent the amendments tentatively agreed upon may be followed during that particular series of negotiations.

F. Release of Negotiating Proceedings

No release of proceedings shall be made to the news media during negotiations unless such release is agreed to by both parties. This provision will not limit either party from presenting factual interim reports of progress to their respective parties.

.08 Dispute Settlement Procedures

- A. If agreement is not reached within forty-five (45) calendar days of the expiration of this agreement, a mediator shall be appointed by the Federal Mediation and Conciliation Service ("FMCS"). Said individual shall serve as mediator only and shall act in accordance with FMCS's rules and established practices. All costs of mediation shall be shared equally by the Board and the MHTA.
- B. The procedure set forth in this Section represents a mutually agreed upon dispute settlement procedure, which supersedes the procedures contained in O.R.C. 4117.14(C).

.09 Labor/Management Committee

In the spirit of cooperation and in order to maintain open lines of communication, representatives of the Board and MHTA shall meet as a Labor/Management Committee. The Committee shall meet monthly, from September through May, at a time convenient to both parties. Additional meetings may be scheduled by mutual agreement. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than two (2) workdays prior to the meeting, an agenda of the matters to be discussed. Additional items may be added thereafter by mutual agreement. A meeting may be postponed or cancelled by mutual agreement. Each party shall have no more than seven (7) members on the Committee selected by their respective parties. No fewer than three (3) such representatives from each side should remain consistent throughout the school year.

.10 Publication of Agreement

- A. When final agreement is reached through negotiation, the outcome shall be reduced to writing, signed, and submitted to the MHTA for ratification. Following ratification by the MHTA, the Agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of the Master Agreement. No provisions of the resulting Agreement shall discriminate against any employee regardless of membership or non-membership in the MHTA.
- B. Each year the Board shall publish those amendments, if any, negotiated in the last preceding negotiating period and cause them to be distributed to each employee.
- C. Printings of the entire Agreement shall be made by the Board as the Parties deem necessary.
- D. The cost of publication and distribution of the amendments or the entire Agreement shall be borne equally by the Board and the MHTA.

2.11 Interim Bargaining

Should either party wish to reopen the Agreement to negotiate a change, they shall serve written notice upon the other party and specify the exact proposal to be negotiated. The other side may decline to negotiate and the parties agree not to make changes or bring the matter up again until normal Agreement negotiations time. Should the parties agree to interim bargaining of a proposal, they shall, within a ten (10) workday period, meet no less than five (5) workdays or until resolution of the issue, whichever is less. Agreement shall be reduced to writing, signed and then incorporated into the Agreement. If agreement is not reached in ten (10) workdays, then the Agreement shall continue unchanged.

ARTICLE III MHTA RIGHTS

3.01 Exclusive Recognition

The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s), which have had or may seek bargaining rights by granting such organization(s) rights and/or privileges, which have been negotiated by the MHTA.

3.02 Use of School Buildings

The MHTA and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided permission is granted by the Immediate Supervisor for meetings held between 7:45 a.m. and 4:30 p.m. on school days and written permission is granted by the Superintendent at all other times. When special custodial service is requested, the Board may make a reasonable charge.

3.03 Use of Bulletin Boards, Mailboxes and Parent Communications

The MHTA shall be granted use of the bulletin board space in the employees' lounge of each building. Professional material from the MHTA may be routed to employees through the school mailboxes provided that the material is clearly identified as a MHTA communication. The distribution of MHTA communications shall in no way interfere with the primary purpose of the interoffice mail system as determined by Board Policy or administrative regulation. The employee as representatives of MHTA shall be permitted to contact parents and/or community members regarding public relations activities without reprisal, as long as the information cannot be misconstrued as derogatory towards staff or related to activities supported by the Board of Education.

3.04 Documents

Upon written request, the Board will furnish the MHTA, at no cost to the MHTA, available public records.

.05 Administration of Agreement

In order to administer this Agreement and to facilitate the procession of grievances, the MHTA President or his/her designee will be permitted to leave his/her building following the dismissal of students if a conflict with the business of the District does not exist. However, this should not interfere with the fulfillment of their professional responsibilities for individual assistance to students, parent conferences, staff meetings, curriculum committee meetings, in-service meetings, and the like. Likewise, phone calls to employees to discuss MHTA matters shall not be permitted during the employee's class time or during the above named conferences and meetings.

.06 Released Time for the MHTA

A. President or Designee

The MHTA President or his/her designee will be released for up to nine (9) workdays per year at the request of the MHTA President, and upon approval of the Superintendent, without loss of salary or other benefits for the purpose of fulfilling MHTA responsibilities. The MHTA will pay half (1/2) the cost of a substitute if one is needed for such absence. The MHTA President will request approval from the Superintendent in writing when possible prior to the use of a day except in the case of emergency. In a negotiating year, release time may be given to the President or designee up to three (3) additional days upon approval from the Superintendent.

Within thirty (30) days of the election of the MHTA President, the Superintendent and the MHTA President shall meet to discuss possible adjustments to the employee's schedule to execute MHTA business.

B. Delegates

Elected delegates shall not exceed the OEA guidelines (one delegate per 50 employees). The leave will not exceed a total of three (3) workdays for each delegate. Where such delegates are replaced by substitute employees, the cost thereof shall be paid by the MHTA. Employees will submit anticipated absence requests to the Superintendent as soon as the delegates are selected.

.07 MHTA Business

Duly authorized representatives of the MHTA and its respective affiliates not employed by the District shall be permitted to transact official business on school premises at all reasonable times so long as classes are not disrupted in any way. The request for such building use should be in writing to the Immediate Supervisor for the building. Such consent will not be denied without good and sufficient reason.

3.08 MHTA Dues

Combined professional organization dues shall be deducted in twenty-two (22) equal bi-monthly payments beginning with the last pay in September for the MHTA and any of its affiliated and/or approved organizations.

A. Remittance of Deductions

The deductions shall be remitted to MHTA on or immediately after each pay date. The remittance, at MHTA's option, may be deposited directly to a designated financial institution, made available for pickup at the Board office by designated MHTA representatives, or sent to MHTA by U.S. mail. In the event an employee is removed from the MHTA, the balance of the dues owed shall be deducted from the employee's last paycheck under which they were a MHTA member.

B. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, last four digits of their Social Security number and amount of deduction.

C. Notice of Change in Amount

MHTA shall give written notice to the Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

3.09 Fair Share Fee

Any employee who is not a MHTA member shall pay to MHTA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of MHTA.

A. Effective Dates

This provision shall be effective on the beginning date of employment for employees. The actual effective date of payroll deduction of the fair share fee shall be provided in written notice to the Treasurer by MHTA at least fourteen (14) days prior to the effective date of the deductions.

B. Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of MHTA. The deduction shall be in accordance with the procedures specified in Section 3.08 of this Article. The deduction shall commence in accordance with the effective date of this provision unless the Treasurer receives written notice from MHTA 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 Treasurer by MHTA.

C. Indemnification; Hold Harmless

The MHTA will indemnify, save, and hold harmless the Board from any cost, expense, or liability that the Board may incur provided:

1. The Board uses MHTA appointed legal counsel.
2. The Board notifies the MHTA immediately of any action taken as a result of this article.
3. The Board gives full cooperation and assistance to MHTA appointed legal counsel.

If any of the foregoing is not complied with the MHTA will not indemnify, save, or hold the Board harmless.

10 Discussion of MHTA Business

Matters pertaining to the collective bargaining relationship or to employee grievances or complaints will not be discussed by employees with pupils during school hours.

11 MHTA Announcements

With prior notice to the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business at the faculty/staff meetings. With the prior approval of the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business by use of the public address system.

12 Officer Leave

Upon written request of MHTA on or before July 10, preceding the year of the leave, an employee elected to a state or national office of an affiliated professional organization (e.g., union) may be granted an unpaid leave of absence to serve in such office.

13 Bargaining Unit Roster

MHTA shall be provided a current bargaining unit roster on or about October 1 of each year, and upon written request to the Superintendent at other times. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's last name: home address, home telephone number (unless unlisted), work location, area(s) of certification/licensure for each employee, and the dates of expiration for each certificate/license.

3.14 Equipment

In accordance with Board policy and administrative regulations, MHTA shall be allowed to use school equipment, including, but not limited to, telephones at all reasonable times when the employee is not involved in instruction and/or the supervision of students, and the equipment is not otherwise in school use. Said use shall be limited to official MHTA business and may not be employed for personal use.

Nothing in this section shall be interpreted to limit the Board's right to enact policies, and through its administrators, enact administrative procedures, which regulate the use of communications equipment, computer equipment, and Internet use for purposes other than MHTA business.

3.15 Board Meeting Agendas/Minutes

MHTA shall be provided a copy of the full agenda and minutes of each Board meeting.

ARTICLE IV GRIEVANCE PROCEDURE

4.01 The Board and the MHTA agree that in any organization unobstructed communication channels are an important asset.

An effective functioning grievance procedure contributes directly to improved communication channels. Therefore, the Board and the MHTA have adopted the following grievance procedure.

The Board and the MHTA agree that at every phase of the grievance procedure, their representatives, the grievant and the grievant's counsel will have the power and authority to resolve the grievance.

4.02 Definition

A "grievance" is any alleged violation, misinterpretation or misapplication of the Master Agreement.

4.03 Rights of the Grievant and the MHTA

- A. A grievant shall be represented at any and all steps of the grievance procedure by the MHTA or its affiliates or by its counsel.
- B. The fact that an employee files a grievance shall not be recorded in the employee's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the MHTA, its officers, or employee be

placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

- C. A grievance that affects more than one employee may be filed on behalf of all affected employees by the MHTA provided all affected employees are informed in writing and enumerated on the grievance. Employees not enumerated on the grievance are not eligible to participate in the process set out in Section 4.05.
- D. All formal hearings held under the procedure set out in subsection 4.05(C), Level III, shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with both parties jointly agreeing to waive any or all of the foregoing.

.04 Time Limits

- A. The number of workdays indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance shall be considered resolved and shall not be eligible for further appeal.
- C. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- D. In the event a grievance is filed at such time that it can not be resolved by the close of a school term, the grievance procedure shall continue throughout the summer recess unless the Board and the MHTA otherwise agree.
- E. The temporary absence of an Immediate Supervisor or the Superintendent shall toll the running of the workdays during the absence of such Immediate Supervisor or Superintendent, but in no case for more than five (5) days additional.
- F. Informal Meetings, Formal Meetings, and Formal Hearings held under Article IV Grievance Procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend.

.05 Grievance Procedure

A. Level I: (Informal Meeting)

If an employee believes there is a basis for a grievance, the employee must first discuss the matter with their Immediate Supervisor in an effort to resolve the problem informally. The supervisor must respond within ten (10) workdays. This discussion may be waived,

by the Immediate Supervisor, if they do not have authority to provide the relief requested.

B. Level II: (Formal Meeting)

If the MHTA is not satisfied with the results of Level I, or the grievant is unable, for good cause shown, to discuss the matter with his/her Immediate Supervisor within the time limit prescribed herein, or the Level I discussion is waived, the MHTA may begin the formal procedure by submitting the formal grievance, on the form attached hereto and made a part hereof as Appendix 3, to the Superintendent. The form must be signed by the MHTA President or his/her designee who must be an employee of the District. If a formal grievance is not filed within twenty (20) workdays after the act or conditions giving rise to the grievance are known, or should have been known, the grievance shall be considered waived. Within five (5) workdays of receipt of the form, the Superintendent shall notify the MHTA President or his/her designee of the date, time and location of the formal meeting. The date of the meeting shall not be later than five (5) workdays after the date of the notification. Within ten (10) workdays after the formal meeting, the Superintendent shall issue a written decision setting forth the reasons therefore, and transmit it to the grievant and the MHTA President or his/her designee and any administrator involved in the grievance.

C. Level III: (Formal Hearing)

The MHTA may, not later than twenty (20) workdays after receipt of the Superintendent's decision at Level II, file a notice of arbitration. The arbitrator shall be selected and the hearing shall be conducted under the rules of the American Arbitration Association ("AAA"). The cost of the arbitrator shall be shared equally by the Board and the MHTA. The decision of the arbitrator shall be binding on the Board, the MHTA, and the grievant(s). Each party shall bear the full cost for its representation in the arbitration proceedings.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the Agreement.

If the Board raises the issue of arbitrability, then the parties shall communicate in advance with the arbitrator in accordance with the rules of the AAA to determine whether the issue should be addressed prior to the hearing on the merits of the grievance.

ARTICLE V
EMPLOYMENT PRACTICES

01 Contracts – Regular (Limited or Continuing)

All employees shall be issued written contracts in accordance with the Ohio Revised Code and the terms of this Agreement. Such contracts shall include, but not be limited to, the following information.

- A. Name of employee.
- B. Name of the District and the Board.
- C. Type of contract (limited or continuing); if limited, the number of years the contract is to be in effect.
- D. Annual compensation to be paid for the first year of the contract.
- E. Basis for determining compensation, e.g., Class IV, 5 years of experience.
- F. Number of paydays and dates of such.
- G. Number of days to be worked by the employee.
- H. Employee agreement to abide by Board-adopted policies.
- I. Provision for signature and date of signature of employee.
- J. Provision for the signatures of the Board President and Treasurer.

.02 Continuing Contract and Salary Notices

- A. The contractual or salary notice shall contain a statement of the annual salary and basis of determining compensation, e.g., Class V, 6 years of experience.
- B. The contractual or salary notice shall indicate the number of days the employee is required to work.
- C. The contract or salary notice shall indicate that the amount of salary to be deducted on a per diem basis for unexcused absence will be computed by dividing the annual salary by the actual number of working days.

5.03 Supplemental Contracts

A. Extended Time

All extended time beyond the school year shall be paid on a per diem rate as based on the teacher's present salary contract divided by number of days in the employee's regular work year days. Any employee required by the Superintendent to work extended time beyond the end of the school year shall be notified on or before May 1 of the year in which the extended time will be worked.

B. Other Supplemental Contracts

All supplemental positions require time beyond the normal teaching day. Job descriptions for supplemental positions are on file with the Board. It will remain the Board's right to fill or not fill those supplemental salary positions as listed. Any additions to the list of positions or combinations of positions shall be made through negotiations with the Superintendent and the MHTA President or designee. If the grade level structure of the District changes during the term of this Agreement, the Superintendent and the MHTA President or designee shall negotiate any changes in the supplemental salary schedule that are affected by such restructuring. Employees who work under a supplemental contract shall not be entitled to additional fringe benefits under this Agreement as a result of any supplemental contract, other than those set forth in Appendix 2.

The following teaching positions are contingent upon accepting the corresponding supplemental as denoted by an asterisk (*) in Appendix 2:

visual arts, instrumental music and vocal music at all grade levels. Curricular instruction in these content areas shall occur during the school day. If another position in the District exists for which the employee is licensed, the Superintendent has the right to transfer such employee to the other position.

All employees assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Supplemental contracts will expire at the end of each school year unless stipulated otherwise. Such supplemental contracts shall include, but not be limited to, the following information:

- A. Name of said employee.
- B. Name of the District and Board.
- C. Duration of contract.
- D. Statement of responsibilities. A job description will be given upon request.
- E. The amount of the compensation and the basis upon which compensation will be paid.

- F. Dates within which compensation is being provided for said responsibility. Compensation for supplemental contracts performed by employees shall be paid proportionately during the contract year in each paycheck. Pay will begin within two pay periods after official Board action authorizing the supplemental contract. Non-bargaining unit members employed pursuant to a seasonal supplemental contract shall be paid only upon completion of the services involved. Seasonal supplemental contracts shall be those so indicated as shown under Appendix 2.
- G. Provision for signatures of the Board President and Treasurer.
- H. Provision for signature and date of signing by the employee.

04 Renewal or Resignation of Contracts

An employee offered a contract of employment or renewal of a contract pursuant to this provision shall execute and return such contract to the Treasurer within fifteen (15) workdays after receipt of the contract or twenty (20) workdays after the contract is sent by registered or certified mail; as evidence of execution and return of the contract, the employee may request a time-stamped copy from the Treasurer; failure to execute and timely return the contract as required herein may be deemed to constitute a rejection of such offer of employment. After execution of the contract by the employee and receipt of said contract by the Treasurer, no employee shall resign from such contract, after July 10, unless released by the Board.

.05 Filing and Maintenance of Teaching Certificates/Licenses

- A. Employees shall be responsible for filing with the Superintendent all required certificates/licenses issued to the employee by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this Agreement. No right or privilege shall be asserted by an employee by reason of any certificate/license not filed by the employee as provided herein.
- B. If the employee permits a certificate(s)/license(s) to expire, without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each employee to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license with the Superintendent.
- C. The Superintendent will, by October 1st, provide a list of employees eligible for continuing contract status to the MHTA president. It shall be the responsibility of the employee to notify the Personnel office for any omissions or additions to the list by November 1st, or the Board shall have the right to defer the continuing contract decision to the following school year.

5.06 Probationary Status Pending Receipt of Records

In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and FBI check which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation, which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCII report, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such employee's contract of employment.

If the employee denies the accuracy of the BCII report and FBI check, the employee shall immediately be placed on leave without pay or benefits for a period of up to sixty (60) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave, and shall receive back pay for any workdays the employee missed. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such employee's contract of employment.

5.07 Employee Discipline

A. Fact Finding

The administration may conduct a fact finding meeting to gather information. The employee shall be notified of the nature of the allegations or the issues of concern prior to the meeting. Such a meeting is not aimed at imposing discipline but rather at gathering facts. The employee must be provided with MHTA representation. If the employee fails to attend a fact finding meeting, they will be considered to have waived their right to present their side of the story prior to a disciplinary meeting.

B. Disciplinary Meeting

The administration shall provide an employee with a disciplinary meeting when the employee is being formally disciplined.

Written notification of the disciplinary meeting shall include the date, time and the alleged issue of concern. It shall state clearly that it is of a disciplinary nature and that the employee must have MHTA representation of their choice. The request for a representative shall not delay the proceedings for more than one (1) workday. The administration may also request the presence of a representative designated by the superintendent.

C. Discipline for Just Cause

Any discipline of any employee except for oral reprimands, including, but not limited to, written reprimands, suspensions, demotions, or discharge shall be in writing only for just cause. This just cause standard shall not apply to non-renewal of a teaching contract, the suspension of a teaching contract, transfers, or any other non-disciplinary action affecting an employee.

D. Discipline in Private

Any formal discipline of an employee will be imposed in private and conducted in a professional manner.

.08 Academic Freedom

The employees seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual differences. It is recognized that these democratic values can best be transmitted in an atmosphere, which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and student is encouraged.

Academic freedom shall be guaranteed to employees, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning humanity, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility at the primary and secondary levels of education.

Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Academic freedom requires that all sides of an issue shall be explored. Opinion should be stated as such and theory for what it is.

.09 Professional Personnel Records

Personnel records shall be kept up-to-date and on file for reference at all times. There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in the Superintendent's office.

A. All material to be placed in an employee's personnel file that may be construed as critical of an employee shall be read and signed by the employee. Such signature merely acknowledges the employee has read the material to be filed and does not necessarily indicate agreement with its content.

B. The employee shall have the right to answer any material filed and such answer shall be attached to the file copy.

- C. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.
- D. Each employee shall have the right upon request, to review all contents of the employee's own personnel file in a prompt and reasonable manner during regular business hours. The employee shall be entitled to have a representative of his/her choosing accompany him/her during such review. If the employee desires a copy of any of the contents so examined in his/her file, he/she shall be provided the copy within a reasonable period of time. The first copy of any document in an employee's personnel file shall be without charge.
- E. An employee may petition the Superintendent in writing to remove a document that he/she claims to be inaccurate, untimely, or unfair from the employee's personnel file. The employee's petition must describe with specificity why the document is inaccurate, untimely, or unfair and may include any supporting evidence/documentation. The employee's claim must be sustained to the satisfaction of the Superintendent or the material will remain in the employee's personnel file. The approval to remove such material by the Superintendent shall not be unreasonably withheld. All removed materials must be placed into a designated district "dead" file.
- F. For confidentiality purposes, where an employee is required to provide medical certification or where a medical report is obtained from a Board selected or mutually selected physician pursuant to the requirements of this Agreement, the medical certification or medical reports shall be maintained in a separate confidential file which shall not be part of the employee's personnel file. Applications for use of sick leave (see Appendix 4) shall be maintained in the employee's personnel file and shall not be confidential.

5.10 Assignments

All returning employees shall be given written notice of their assignment for the forthcoming year no later than June 15th. After this date, changes will be made in writing and only after consultation with the employee involved.

Any supplemental contract assignments, in addition to the normal teaching schedule during the regular school year, shall not be obligatory with the exception of art and music, but shall be with the consent of the employee. Each supplemental contract position that the Board decides to fill shall be filled no later than ninety (90) days prior to the starting date of the service for which the supplement is paid, except in extraordinary circumstances.

5.11 Vacant Positions

- A. A vacant position is defined as the first position vacated in the district. Any subsequent position(s) that become available as a result of voluntary and involuntary transfers will not be considered vacant, except for the last position available.

- B. Employees should be assigned to positions on the basis of what is in the best interests of the students. Whenever possible, the desires of the employee ought to be accommodated.
- C. Notices of any instructional or administrative positions within the certified/licensed staff shall be posted by the Superintendent for five (5) work days on all faculty bulletin boards prior to the filling of such position. A copy of this notice shall also be sent to the MHTA President. All open positions shall be sent to all employees via school email.

.12 Transfer Procedure

It is recognized that from time to time it may be in the best interests for the educational program to transfer members of the instructional staff, from one assignment to another or from one building to another. It is further recognized that such transfer may be desired by either the administration or the employee.

A. Voluntary Transfer

An employee may submit a written request for a voluntary transfer on Appendix 4 to the Superintendent at any time. The request shall be maintained on file until the following July 10th. Any employee making a request for a voluntary transfer, and whose request is denied, shall be given written reason(s).

B. Involuntary Transfer

Any employee involuntarily transferred shall be given written reason(s) for such transfer. Notice of the involuntary transfer shall be given to the employee prior to the start of the school year, except in cases of emergency. The MHTA President shall be given prior notice of any involuntary transfer.

1. In order to promote the best possible education for the children of the District, some involuntary transfers may be unavoidable. No employee shall be involuntarily transferred more than once in three years. An exception may be made if the MHTA President is in agreement that the district is in financial crisis or the alternative would cause a RIF of an employee. When involuntary transfers are necessary, factors, which shall be considered, but are not exclusive, are an employee's area of competence, his/her teaching performance, his/her length of service in the Maple Heights system, and the best interests of the children and the educational program. Employees being involuntarily transferred will be assigned only to a position for which they are qualified. There shall be written notification by certified mail or by hand delivery notifying employees of involuntary transfer. Refusal to accept certified mail or hand delivery will constitute waiver of notice by the employee. Prior to the written notification of an involuntary transfer, there shall be a meeting of the employee involved and the Superintendent or his/her designee to explain the circumstances of the transfer.

2. When an employee is transferred, the employee shall be provided two days to pack and unpack teaching materials. If the move occurs during the school year, a substitute shall be provided for those two days. The employee shall also be provided with necessary packing materials and the necessary custodial services to move the materials. This provision does not apply to transfers made prior to the start of the school year in which the transfer is to occur unless it occurs after August 15th.

5.13 Reduction in Force

The Board may make a reduction in teaching staff for any of the reasons set forth in O.R.C. 3319.17. When making such reductions, the procedures set forth below shall apply.

Due to required changes necessary to meet amended O.R.C. 3319.17 and HB 153, revisions to the Reduction in Force policy will be finalized in conjunction with adaptations within the employee evaluative procedure. The revised Reduction in Force contract language will be determined through a Memorandum of Agreement to be included in the final Master Agreement.

Until such time as an agreement can be reached the current procedure in section 5.13, Reduction in Force, will apply.

The following procedures which apply to all limited contract employees and govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils, return to duty of regular employees after leaves of absence, suspension of schools, territorial changes affecting the District, changes in curriculum, changes in the use of instructional personnel, and actual or projected shortage of funds. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certified/licensed employee non-renewed under O.R.C. 3319.11 or for performance reasons.

A. Attrition

To the extent possible, the number of persons affected by a Reduction in Force will be minimized by not employing replacements for employees who retire or resign or whose limited contracts are not renewed.

B. Layoff

Recommended suspension of contracts to achieve reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification/licensure who is currently assigned to a position in that teaching field. Should that individual be certified/licensed in another area, he/she shall be permitted to cause the layoff of a less senior individual teaching in that area.

C. Suspension of Contracts

1. Notices of suspension of non-continuing contracts shall be given in writing no later than June 1. Prior to mid-contract suspension, the Board will give a thirty (30) day notice of intent to suspend to the affected employee with a copy to the MHTA.
2. An employee suspended under this provision of the Agreement shall not be entitled to a hearing due to such suspension.
3. An employee holding a continuing contract who receives notice of suspension under this provision shall have the right to be recalled under provisions of this Article for five years. An employee holding a limited contract who receives notice of suspension under this provision shall have the right to be recalled under this Article for two school years beginning with the first workday of the following school year.
4. This provision shall not be interpreted as granting a limited contract employee a pre-existing contract right.
5. Employees suspended under this Article shall not be deemed to be unemployed until August 1 of the year in which they were suspended. If the employee receives no notice of future employment by August 1, the employee shall then be deemed unemployed and shall be eligible to file for unemployment compensation.
6. An employee who, at the time of suspension, held a full-time position may decline recall to a less than full-time contract position without loss of recall rights.

D. Recall

The Superintendent shall maintain a recall list that includes only employees who have had a contract suspended under this Article. Once an employee receives notice that his/her contract has been/will be suspended under this Article, he/she will have the following rights.

1. No new employee will be employed by the Board before first determining whether any employee on the recall list is eligible for recall by use of the method described in this Section.
2. The criteria for determining eligibility for recall shall be based on seniority, as defined in Article 1, Section 1.03, Subsection L, and the certificates/licenses the employees has on file with the Superintendent at the time a position becomes open that the Board determines to fill.
3. Employees who voluntarily elect to delete an area or areas of certification/licensure from their teaching certificate/license must notify the

Superintendent of such change. In that event, such employees are not eligible for recall, in the event of a reduction in force, in any certification/license area that has been deleted from the State-issued certificate/license at the employee's request.

4. If a vacancy occurs, notice will be sent via certified letter to the last known address of all employees on the recall list who are eligible for recall according to this Section. It is the employee's responsibility to keep the Board informed of their current address. All employees are required to respond in writing to the superintendent within ten (10) days of sending of notice. The most senior of those responding will be offered the vacant position. Any employee who fails to accept the position within seven (7) days will forfeit all recall rights.
5. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave and salary schedule placement as they held at the time of layoff. An employee on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate in those benefits, which are provided to employees in active employment, provided that the employee pays the group rates for such benefits. The employee shall make payments monthly.
6. An opening does not have to be posted if it is filled by an employee from the recall list.
7. An employee on layoff status shall be considered as a substitute for any absent employee.

5.14 Employee Assistance Program

The Board shall provide an Employee Assistance Program ("EAP") for employees. Participation in the program shall be strictly voluntary, though an administrator may recommend an employee consider using the EAP.

5.15 Falsification

Falsification of any document, form or certificate submitted by or statement made by an employee, under this Agreement, is cause for disciplinary action, up to and including suspension or termination under O.R.C. 3319.16. Both the employee and the Board recognize that submission of an electronic form, document or transmission is the equivalent of a signature on a form.

5.16 Forms

All forms created by this Agreement, and required to be submitted by an employee shall be made available in all buildings. The initial application form needed to apply for Workers' Compensation shall also be made available in all buildings.

1.17 Internship/Clinical Experience

An employee must receive the Superintendent's approval prior to utilizing work experience in the District toward hours necessary for an internship or Clinical course/degree requirement.

ARTICLE VI EMPLOYMENT CONDITIONS

1.01 Teacher Work Load

A. Efforts will be made to continue to provide a balanced and equitable instructional load for teachers at all levels of instruction. Instructional loads will be evaluated annually to ensure balance and equity. Ideally, a teacher shall not be assigned to excessive teaching load; however, under unusual circumstances, it may be necessary to assign a teacher to more than the normal teaching load.

B. Work Day

The employee workday shall not exceed seven and three-quarter (7 ³/₄) continuous hours including a lunch period. The lunch period shall be duty free and uninterrupted; for secondary employees shall be no less than a normal class period; and for elementary employees shall be no less than thirty (30) consecutive minutes. An employee directed by his/her Immediate Supervisor to work during the lunch period in an emergency shall be compensated at the spot substitution rate.

In addition to the exceptions enumerated in other sections of this Agreement, the workday shall also include the additional following exceptions:

1. Staff Meetings (High School, Middle School, Elementary): A maximum of two (2) staff meetings per month not to exceed forty-five (45) minutes in duration. Meetings can take place either before or after school. An established schedule shall be provided to employees within the first two weeks of school year. In the event there is a meeting date change, every attempt will be made to notify employees one week before the rescheduled date. In the event the rescheduled meeting must take place sooner, any staff member unable to attend rescheduled meetings shall not be subject to any disciplinary action providing they have notified their immediate supervisor of a reasonable excuse prior to the meeting.
2. Department Meetings (High and Middle School): A maximum of one (1) after-school department meeting per month not to exceed forty-five (45) minutes in duration beginning no later than 10 minutes after student dismissal conducted by the appropriate Department Chairperson or an administrator.

3. Superintendent Meetings (High School, Middle School, Elementary): Any meetings held will be scheduled as an early release or delayed start school day.
4. Programs Beyond the Workday: An employee shall not be required to attend more than three (3) building specific programs selected by the employee beyond the regular workday each school year, provided that one (1) such program shall be the respective school's Open House, if one is conducted. The meetings required by subsections 1, 2, and 3 above shall not apply to this limitation. Employees assigned to more than one building shall be required to attend only three (3) programs.
5. Staff Development: A maximum of four (4) in-service meetings for three and one half hours, for all teachers new to the District, but excluding employees returning to the District.
6. Early Release: If the District offers early release times during the school year, at least one meeting will be dedicated to district wide subject based collaboration.
7. Building Access: An employee shall be allowed access to the school building to which the employee is assigned for no less than the time between 7:00 a.m. and 6:00 p.m. each day.

C. Decreased Class Size

The Board recognizes the desirability of decreased class sizes, limited class load; (media specialists, speech pathologists and school nurses), and will make its best efforts to address these areas as additional financial resources may become available.

D. Planning Time

Employees will be scheduled for a minimum of two hundred and twenty five (225) minutes of planning time per week (i.e., during a five day school week, with some planning time each school day). As set forth in Section 6.16 below, an employee who is called upon to substitute for another teacher or supervise another teacher's class during their planning time will receive spot substitution pay. Planning time in a period shortened day will be prorated based upon the shortened student day.

E. Scheduling Committee

In a cooperative spirit, the building administration and employees shall establish a scheduling committee at each building consisting of a representative of all stakeholders (minimum three (3) MHTA members). For the 2012-13 school year, each committee will meet monthly. For all subsequent years, each committee will meet at least two (2) times per school year. The committee will review and resolve issues regarding lunch, planning and duty time in the schedule. Each committee will submit and present a written report to the Labor/Management Committee for approval in enough time for decisions/revisions to be made for the following school year.

.02 Pupil/Employee Ratio

The Board recognizes the desirability of decreased class sizes, limited work load, employment of additional elementary specialists, guidance counselors, school library media specialists, speech pathologists, elementary liaisons and special education coordinators, and will make its best effort to achieve these goals as additional financial resources become available. Under optimal conditions, class size for any employee should not exceed twenty-five (25) students per employee except in classes where learning benefits from larger student numbers such as, but not limited to, band and choir classes. In the event that an individual employee's class size exceeds the optimal conditions identified, the MHTA shall notify the administration who will attempt to achieve equitable distribution of students.

Other exceptions may be made where the employee, MHTA, and the Immediate Supervisor agree in writing to the exception or where the exception is temporary because of an emergency. Class size for various programs for exceptional students, including, but not limited to, special education and intervention, should conform to law and to accepted optimum professional standards, but should be not less than those in effect in the respective Ohio Operating Standards as of July 1, 2008.

.03 Student Learning Stations

The Board recognizes that it is desirable that classrooms established for specialized purposes, such as but not limited to laboratory classrooms and typing/keyboarding classrooms, should have no more students assigned to such classrooms than the number of student learning stations provided in the classroom.

.04 Elementary Specialists

The Board recognizes that it is desirable that the ratio for elementary art, music, and physical education specialists should be one such respective employee for each four hundred fifty (450) elementary school students or major fraction thereof.

.05 Guidance Counselors

The Board recognizes that it is desirable that the ratio of high school and middle school guidance counselors should be one such employee for each three hundred fifty (350) students or major fraction thereof in each school. The ratio of elementary guidance counselors shall be one (1) for each seven hundred (700) students or major fraction thereof.

.06 School Library Media Specialists

The Board recognizes that it is desirable that the ratio of school library media specialists should be one such employee for each six hundred fifty (650) students or major fraction thereof.

6.07 Speech Pathologists

The Board recognizes that it is desirable that the ratio of speech pathologists should be one such employee for each six hundred fifty (650) students or major fraction thereof.

6.08 “Mainstreaming” and Inclusion

The Board recognizes that it is desirable that when disabled or other exceptional students are “mainstreamed” or otherwise placed in regular classroom assignments through inclusion programs and an inclusion teacher or aide is not assigned to the class, the class size limit of the employee to whom such students are assigned should be reduced by two (2) students for each such “mainstreamed” or inclusion student. The number of students should not exceed one-third of the total number of students assigned to the class. When feasible, placement of students with IEP’s in regular education classes may be divided equitably among comparable employees.

6.09 Health/Medical Services

When a student requires health and medical services, the employee shall contact their immediate supervisor to establish a progression of responsibility for student care.

6.10 Music, Art, Physical Education and Employees

Music, art, and physical education should be taught by special employees with certification/licensure in these fields.

6.11 Elementary Liaisons

The Board recognizes that it is desirable that the ratio for elementary liaisons should be one such employee for each elementary grade level.

6.12 Special Education Coordinators

The Board recognizes that it is desirable that there should be one special education coordinator at the elementary level and one special education coordinator at the secondary level. Should the Board desire to create a special education supervisor(s), MHTA will allow the position of special education coordinator(s) to be eliminated.

6.13 Sections 6.02 through 6.12 are not subject to the grievance process.

6.14 Playground Supervision

Where in the judgment of the Immediate Supervisor circumstances make it difficult for one person to accept the duty of Playground Supervisor, the responsibility shall be shared.

Regardless of whether or not the employee volunteers, compensation shall be prorated. The procedures for necessary substitution shall be developed by the Immediate Supervisor. Payment under this section shall be made twice yearly: once in February and once in June.

5.15 Traveling Employees

Employees with teaching assignments, assigned to more than one building in a school day, shall not have to travel during their planning or uninterrupted lunch. Traveling employees shall be allotted thirty (30) minutes to travel between teaching assignments on different campuses and fifteen (15) minutes to travel on the same campus.

5.16 Spot Substitution

An employee may be required to give up their planning time to substitute for another employee at either the elementary or secondary level.

For the safety of the students, the Immediate Supervisor can expect employees to supervise classes for employees who must be absent even when the employee is not certificated/licensed to teach the same subject as the absent employee. The employee would not be expected to teach the class if not certificated/licensed, but would as a certificated/licensed person, be expected to supervise the students while they do work assigned by the regular employee, or study. Employees with the same certification/licensure as the absent employee will be assigned when possible. No elementary art, elementary physical education, or elementary music employee will be removed from his/her regular teaching assignment to substitute for another employee.

The administration will do all in its power to obtain substitutes who can competently take over special subjects (art, music, etc.) in the elementary schools. As all elementary employees are certificated/licensed to teach these subjects, the regular employee will be assigned to teach classes when substitutes are not available

5.17 Replacement for year long leave of absence

When notification is given to the Superintendent before July 10th that a position is available through any leave of absence for an entire school year the position will be filled with an MHTA employee under a one-year limited contract. Every effort will be made to fill the position with a content area licensed employee.

5.18 Lesson Plans

Standardized templates will be used for lesson planning. Templates are found in Appendix 5. Employees will have lesson plans readily available and use and update the district-approved, computer-based system (currently Progressbook) regularly.

6.19 School Calendar

A. The School Calendar shall be adopted annually by the Board. Prior to adopting the calendar, the MHTA will be afforded an opportunity to provide input concerning the calendar. One way such input may be provided is by the MHTA raising the issue as an agenda item at a Labor-Management Committee meeting (Article 2.09). The school calendar may be adjusted by the Board, with notice to the MHTA president if new construction of schools is delayed.

B. Days part of the school calendar

The School Calendar will not include more than the following: One hundred and eighty-eight (188) days, with one hundred and eighty-four (184) days for returning employees and one hundred and eighty-one (181) days for students.

Employee days will include:

1. Two (2) days at the beginning of the school year: half of each day will include convocation and building meetings and half of each day will consist of teacher directed classroom preparation.
2. Three (3) quarter (1/4) records days; one at the end of each grading period.
3. One (1) records day the last day of school.

C. The Board shall be permitted to provide for a contingency plan in the form of a resolution for making up at least five full school days pursuant to O.R.C. 3313.482, by adopting a resolution on or before the first day of September each year. The resolution contemplated by this subsection shall require that the make up days shall be scheduled on consecutive weekdays commencing with the first weekday following the last regularly scheduled school day as set out in the annual school calendar.

6.20 Work Environment

The Board will provide a safe, clean, healthy and secure work environment. As such,

A. The Board shall require all visitors to any Board-owned facility to report to the main office of each building immediately when entering, sign in on the visitor's list, obtain and wear a visitor's pass, and sign out when leaving.

B. A telephone will be maintained in each regular classroom.

C. The Board will strive to provide adequate security staff in the District.

6.21 Employee Relocation

The Board shall provide all necessary assistance to move the equipment, materials, and all other professional belongings of an employee whose classroom assignment or program has been relocated to another room or building.

.22 Classroom Interruptions

Classroom interruptions by the public address system are to be kept at a minimum. Alternatives to general announcements shall be used whenever possible. Classrooms shall be free of interruptions by unnecessary maintenance and construction work.

.23 Student Performances

An art, music, or physical education teacher required to present an after-school or in-school performance program by students shall be provided sufficient released time to prepare and rehearse said program. Employees will request the release time from their immediate supervisor with the approval of the Superintendent. A substitute employee shall continue the classes of the teacher released.

.24 Equipment, Tools, Supplies, and Materials

Each school building shall contain such equipment, supplies, and other materials in good, usable, and working condition as necessary for the performance of the duties of the employees. Supplies and other materials will be available at the beginning of the school year when feasible. Supplies will be restocked as necessary throughout the school year. Employee recommendations shall be considered regarding the specifications for such items before such items are purchased.

.25 Instructional Materials

The Board shall provide to each employee the materials, supplies, district online grade book, technical training, and support required for the employee to adequately perform his/her duties. Current books and supplemental materials shall be provided for all students on the employee's class roster in the first few weeks of school when feasible.

.26 Instructional Technology and Support

The Board shall provide to each employee a functional computer, printing capabilities and the technology, training and support in the opinion of the Board, required for the employee to adequately perform their duties. Once trained, the employee will use the technology, when feasible.

.27 Employee Facilities

The Board will provide separate workroom, lunchroom, and restrooms.

.28 Residency

Residency within the District shall not be a condition of employment, re-employment, promotion, attaining continuing contract status and/or transfer.

6.29 Drug & Alcohol Testing

Pre-Employment Alcohol and Drug Testing

All applicants for positions identified by the District as safety-sensitive positions including persons previously employed by the District will be required to submit to testing for alcohol, drugs, or controlled substances as a condition of employment once the job offer is made, pending medical testing. All applicants for supplemental positions, except employees who are currently employed by the District in another position, will be tested under this section. Applicants testing positive will not be hired by the District. An applicant refusing to submit to testing will not be considered a valid candidate for employment with the District and said application will be considered withdrawn. Such applicant will not be reconsidered for employment with the District for at least twelve (12) months and only upon documented proof of successful completion of a drug and/or alcohol rehabilitation program, and submission to testing.”

6.30 Preparation of IEPs

An employee assigned to prepare an Individual Education Plan (IEP) will be released from their regular assignment equal to two (2) hours in not less than thirty (30) minute increments for each IEP that they have to prepare.

6.31 Timely Response to Communications To/From Parents and Students

All employees shall respond to telephone and e-mail messages from parents on a timely basis. Timely basis shall mean that such response shall occur on the same day as the message was left/sent, but in no event shall such response be later than forty-eight (48) hours if possible after said message was left/sent.

6.32 Grade Book

Employees will maintain the District’s on-line “Grade Book” program in a timely manner and shall post grades and enter interims and report cards so parents and students can know the status of the student’s grades at all times. Parents without computer access can request a copy from office staff.

6.33 Walkthroughs

In order to be effective instructional leaders, the administration will conduct individual or group walkthroughs of employee’s classrooms. The primary purpose of walkthroughs is to support, assist and provide positive feedback to employees regarding their instructional practices. Large group (no more than four (4) individuals) walkthroughs will occur no more than twice quarterly in any employee’s classroom.

ARTICLE VII
ABSENCE AND LEAVE

.01 Unpaid Leave Guidelines

In the event an employee has no remaining appropriate leave days and requires additional leave, the employee must secure approval from the Superintendent prior to using any unpaid leave of absence, except for in emergency situations. Approval will not be denied without proof of falsification.

.02 Sick Leave

- A. Accumulation of sick leave shall be limited to three hundred thirty (330) days. Sick leave may be taken in no less than one-half (1/2) day increments except where sick leave is taken at either the beginning or end of a workday. Where sick leave is taken at either the beginning or end of a workday, the sick leave may be taken in no less than one-quarter (1/4) day increments. For purposes of this subsection, a quarter (1/4) day shall be defined as follows: a quarter-day of sick leave shall mean the first two (2) hours or last two (2) hours of the employee's workday.
- B. Sick leave shall be accumulated at the rate of 1-1/4 days per month beginning with the first month of employment.
- C. A full-time employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave. Acceptable reasons for leave with pay are personal illness, pregnancy, adoption of a child, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the immediate family. The "immediate family" is to be interpreted to mean: father, mother, sister, brother, husband, wife, child, stepparent, stepchild, grandparent, grandchild, in-laws with the same relationship or a person living in the household.
- D. Employees who have accumulated leave with pay from state, municipal, or previous board of education employment in Ohio, upon entering the service of the Board shall make application to the former employer for a written statement of the approved amount of accumulated sick leave. This statement shall be forwarded to the Treasurer who shall credit the employee with the amount of such accumulated sick leave, up to the maximum set forth in 7.01(A).
- E. Upon receipt of a written request from the employee, the Board will advance sick leave to new employees, who have not yet earned sick leave, and veteran employees who have exhausted all the leave they have earned. The amount of sick leave advanced shall be equal to, and shall not exceed in total, the amount the employee would earn during the school year in which it is granted. If for any reason employment is terminated and the employee has used more than the amount of sick leave earned, any excess shall be deducted from the employee's final paycheck. If the sum owed the Board is in excess of the final paycheck, the employee shall reimburse the Board within thirty (30) days of termination of employment.

- F. Deduction for absence shall be on a per diem basis using the actual number of days to be worked, i.e. 184, 188.
- G. All employees shall furnish a written, signed statement on the form contained in Appendix 6 to justify the use of any leave until such time where appendix forms can be electronically submitted. They shall utilize a district-approved, computer-based system (currently Aesop) to document the use of any leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. The filing of a false statement or report shall result in disciplinary proceedings, which may include termination of the employee's contract.
- H. During the course of each school year, should an employee be absent for any reason set forth in section 7.01(C), for five (5) consecutive days, where no documentation of the reason has been provided, an employee must furnish a certificate from a licensed physician documenting the reason for the absence. See Appendix 7. It is desirable that the employee should notify his/her immediate supervisor at their earliest convenience if the employee feels their illness could extend up to five (5) consecutive days.
- I. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.
- J. Notification by the employee to the District-approved, computer-based system (currently Aesop) of a teacher's absence due to an appropriate sick leave reason should be made no later than two (2) hours prior to the start of the school day.

7.03 Bereavement Leave

- A. An employee shall be allowed up to five (5) days of absence without loss of regular pay per school year, not chargeable to sick leave, in the event of a death in the immediate family. Bereavement leave may be taken in one-half (1/2) day increments.
- B. The immediate family shall be defined as father, mother, brother, sister, husband, wife, child, stepparent, stepchild, grandparent, or grandchild, in-laws with the same relationship or person living in the same household.
- C. An employee shall be allowed one (1) day of absence without loss of regular pay (but no more than one (1) day per school year), not chargeable to sick leave, to attend the funeral of other relatives. This leave may be taken in one-half (1/2) day increments.

- D. If the death of a member of the immediate family of an employee occurs at a distance greater than three hundred (300) miles from Maple Heights, the employee may be allowed an additional absence of up to one (1) workday per school year without loss of pay, not chargeable to sick leave, for travel time.
- E. Under no circumstances shall the leave set out in section 7.02 be accumulated from one school year to the next.

.04 Professional Meetings and Conferences

- A. Employees are encouraged to attend professional meetings that contribute to the improvement of the educational programs. In order to regulate attendance to these meetings, certain procedures must be observed.
- B. An employee wishing to attend any professional conference, meeting, or convention shall file a written request on the form contained at Appendix 9 using the online professional development/conference form located on the district website to the Superintendent through the Immediate Supervisor. Within five (5) workdays of receipt, the Immediate Supervisor shall initial the request and forward it to the Superintendent who may grant such request with or without full deduction of pay. Employees sent to such conferences as representatives of the Board shall have no deduction in pay. The Superintendent will evaluate requests for reimbursement, if any, for each approved trip. If this procedure is not followed, the trip will not be approved and will not be authorized.
- C. Employees attending professional conferences or meetings at Board expense shall brief the Board or brief the District at a staff meeting about the event when requested.

.05 Jury Duty

- A. When a jury summons is received, the employee shall notify the Superintendent promptly.
- B. If the employee serves as a juror, the employee will receive full compensation for each full workday of jury duty served provided (1) that if the employee is released from jury duty prior to 1:00 p.m., they will report to work and serve the remainder of the employee workday; (2) the employee completes a form provided by the Treasurer to seek coverage under this section (See Appendix 10) until such time where appendix forms can be electronically submitted and the employee will utilize a district-approved, computer-based system (currently Aesop) to document the use of any leave; and (3) the employee delivers to the Treasurer any and all monies received in payment to the employee from the court as and for juror compensation and/or expenses.
- C. Employee travel expenses while serving jury duty on a work day will be reimbursed by the Board not to exceed the daily court reimbursement.

- D. Any employee who serves as a juror but who fails to comply with the mandates of this Section shall not be entitled to compensation for any days served as a juror. This provision shall not be utilized for any purpose other than jury duty and the Board shall not compensate the employee for court appearances under this Section that are not as and for jury duty.

7.06 Personal Leave

- A. Each employee shall be entitled to up to three (3) days of absence, with pay, each school year (non-cumulative) due to personal reasons (as defined below), which days shall not be deducted from sick leave. Requests for personal leave shall be submitted to the Immediate Supervisor on a district-approved, computer-based system (currently Aesop), at least three (3) regularly scheduled workdays in advance of the days for which leave is requested, except in documented emergencies (i.e., for circumstances that require the employee's immediate attention and were not known and could not have been known about twenty-four (24) hours in advance).

In a documented emergency situation, the employee must complete the personal leave request form (Appendix 12) until such time where appendix forms can be electronically submitted on the day the employee returns to work and specifically identify the nature of the emergency and attach any relevant documentation. Where personal leave is taken at either the beginning or end of a workday, the personal leave may be taken in no less than one-quarter (1/4) days increments.

For purpose of this subsection, a quarter (1/4) day shall be defined as follows: A quarter-day of personal leave shall mean the first two (2) hours or last two (2) hours of the employee's workday. Emergency personal leave requests must be made on the appropriate form (Appendix 12) until such time where appendix forms can be electronically submitted. No request will be approved unless all sections are completed. Personal leave utilized in violation of this Section shall be cause for disciplinary action including suspension or termination of employment under O.R.C. 3319.16.

- B. Personal leave shall include but not be limited to major disaster affecting immediate family property; closing of loans on property; court appearance; wedding of employee; immediate family member receiving awards; immediate examination for military service; religious holidays, any business activity of major significance which cannot be handled before or after school or on a weekend.
- C. Personal leave shall not include recreational activity; gainful employment; making application for employment elsewhere; purchasing an automobile; major electrical appliance, etc; accompanying a husband or wife on a business trip; extension of sick leave; attending a fraternal function; friend's illness; wedding anniversaries; and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.
- D. Personal leave will not be approved by the Superintendent on any of the following days, except under very unusual circumstances and where the request for leave is in writing:

1. The first and last week of school;
2. The workday preceding or following a day (or days) when school is closed for the holidays;
3. Professional conference days.

E. Unused personal leave shall be converted to sick leave on the second pay in June.

1.07 Parental Leave

A. An employee may request and be granted a parental leave of absence without pay or benefits on the conditions set forth below:

1. The parental leave of absence shall be for the balance of the school year in which delivery or de facto custody of a child being adopted occurs, or prior to receiving such custody, if necessary, to fulfill the requirements for adoption, except that an extension of one (1) year shall be granted if delivery or custody occurs after March 1 and is requested by an employee no later than April 15 preceding the year for which such leave is requested. Leave may be terminated earlier as hereinafter provided.
2. The leave may be extended for one (1) additional school year upon the request of the employee to the Board, made not later than April 15 preceding the year for which such leave is requested. No later than April 15 of the first school year of parental leave, the employee shall do one of the following:
 - a. notify the Superintendent in writing of the employee's intent to return to work the subsequent school year; or
 - b. request an additional school year of parental leave that may be granted.

Failure to notify the Board in writing by April 15 pursuant to this section of the employee's intent to return to work or request additional parental leave shall be deemed an abandonment of the employee's employment and a voluntary resignation of the employee's teaching contract.

3. Failure to obtain custody of a child in an adoption or the termination of pregnancy, application for reinstatement may be made by the employee at any time during the school year, but no later than July 10. The employee may be reinstated no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph (2) above.
4. Upon return from approved parental leave, the employee shall be entitled to reinstatement to the same or similar position with the same contractual status which the employee held prior to the leave. If said leave is extended, the same provision shall apply.

5. An employee on parental leave may continue to participate in group insurance benefits under COBRA.
 6. An employee on parental leave of absence will not be denied the opportunity to substitute in the School System by reason of the fact that he/she is on such leave of absence.
- B. A pregnant employee may use up to six (6) calendar weeks of sick leave after the birth after which the employee must return to work or be granted an unpaid leave pursuant to other provisions of this Agreement. However a documented illness after the six (6) week period can extend sick leave and the District will pay the premium for hospitalization and life insurance for the balance of the school year in which such leave is commenced or for a period of three (3) months, whichever is shorter; which shall be granted for disabilities resulting from her pregnancy and for her period of confinement. Where benefits are not paid by the District, the employee may continue to participate in benefits provided other employees by payment of the group rate for such benefits.
- C. The employee shall complete and be able to use the options available in Appendix 12 to use parental leave.

7.08 Sabbatical Leave

A. Professional Improvement: With Compensation

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for not more than one (1) school year or less than one (1) college quarter for the purpose of professional improvement subject to the following conditions:

1. Not more than two teaching staff members and one non-teaching staff member may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth.
3. A satisfactory substitute must be available, who shall be a first-year teacher at the bachelor's degree level if possible.
4. Upon evidence that the professional growth plan has been completed satisfactorily, the employee shall be eligible for partial compensation in accord with the following restrictions.
 - a. The employee must be willing to return to the employ of the District for at least one (1) year following the leave.

- b. Compensation shall be limited to the difference between the employee's salary as scheduled in the District and the amount paid to his/her replacement, such compensation to be paid upon evidence of the employee completing the professional growth plan.
 - c. The employee shall refund the entire compensation if the employee does not complete one (1) year of service following such leave.
 - d. The Board shall not seek recovery from the estate of a deceased employee who died during the year following the sabbatical leave.
5. An employee upon return from leave, shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment. (An employee may continue available benefits at their cost while on leave, provided the company providing the benefits will allow such continuation.)
6. No employee shall be granted such leave more often than every five (5) years, and leave will not be granted more than once to the same individual until requests of other eligible employees are considered.

B. Professional Improvement: Without Compensation

Employees who have been employed by the District for at least three (3) consecutive years may be granted leave for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions:

1. Not more than two employees and one non-teaching staff member may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth. Upon return, evidence shall be submitted of the attempted compliance with the plan.
3. A satisfactory substitute must be available.
4. Upon the return to service, the employee shall resume the contract status previously held and shall be granted salary increments (except for experience credit for the period of absence), and other benefits provided by law or by action of the Board.
5. A request for an extension of such leave for not more than one (1) additional school year will be considered under special circumstances.

C. Leave of Absence for Exploring An Alternate Career

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for no more than one (1) year to explore an alternate career, subject to the following conditions:

1. Not more than five (5) employees may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request no later than July 10 of the year in which the leave will commence for the following school year.
3. Should an employee choose to return to the District following the year of leave, he/she must notify the Superintendent of this intention by April 1 of the year in which they would return. If they choose to resign, a letter of this intention must be received by April 1 of the year the leave expires. If notification is not received by the deadline date the employee will be deemed to have abandoned their employment and to have voluntarily resigned their teaching contract.
4. During the time of the leave, there will be no compensation paid. An employee on leave may continue available benefits at their cost while on leave, provided the company providing the benefits will allow such continuation.
5. An employee who chooses to return from leave shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment.
6. A request for an extension of such leave for not more than one (1) additional school year will be considered under special circumstances.

7.09 Extended Illness and/or Disability Leave

- A. A request for an unpaid leave for extended illness and/or disability must be made in writing to the Superintendent. Leave will be granted only upon certificate of a licensed physician that an extended illness or disability exists. An employee who is granted a leave of absence for extended illness and/or disability shall receive any and all fringe benefits, which they would otherwise have as an employee of the District for a period up to twelve (12) months from the initial date of absence. In the event an employee has applied for and been denied STRS Disability and they are appealing that decision, the employee would have up to an additional twelve (12) months.

- B. An employee who is on extended illness and/or disability leave must apply for and accept immediately STRS disability benefits as soon as the employee becomes eligible. Such coverage shall cease if and when the employee receives disability retirement payments from the State Teachers Retirement System. Failure to apply for STRS Disability will result in the loss of rights covered under section A above.
- C. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that medical report(s) addressed herein can be released to the Board. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.

10 Public Calamity

In the case of absence resulting from travel difficulties between the employee's local residence and their place of employment, provided these difficulties are caused by flood, storm, or other uncontrollable conditions, the salary deduction shall be waived, upon approval of the Superintendent, if such absence was imperative to the protection of property and personal safety of the employee and/or their immediate family. The employee shall inform the school of the calamity at the earliest reasonable time so that the best provisions for the employee's classes can be made. Such approval shall not be unreasonably withheld.

11 Federal Family and Medical Leave

The Board will comply with federal law regarding FMLA. However, all FMLA shall run concurrently with sick leave, and employees shall be entitled to use intermittent leave.

12 Professional Growth Leave

Employees are encouraged to maintain professional memberships and take part in the various local, state, and national organizations. Employees are strongly encouraged to continue their formal education. It is also desirable that employees participate in various conferences, professional meetings, school visitations, and workshops. Upon prior approval of the Superintendent and the Board, and assuming the availability of funds, all necessary and reasonable expenses (i.e., registration, meals, lodging, transportation, etc.) incurred by employees attending such conferences, meetings, visitations, and workshops will be reimbursed by the District.

7.13 Assault Leave

- A. An employee who is absent due to disability resulting from an unprovoked assault upon said employee where the assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall be granted up to thirty (30) workdays of assault leave provided all provisions of this section are met. During such assault leave, said employee shall be maintained on full pay status.

Provisions:

1. An employee who has been threatened with assault or assaulted in connection with the performance of an assigned duty of the Board shall notify their Immediate Supervisor immediately. Within twenty-four (24) hours of the incident the employee, when physically possible, will provide their Immediate Supervisor with a written report of the incident (see Appendix 13). Such report shall be signed by the employee. The employee may need to provide additional written information to their immediate supervisor upon request. The employee may also file a police report with the appropriate law enforcement agency.
 2. A certificate from a licensed physician, attached at Appendix 7 shall be required before assault leave can be approved for payment if the leave exceeds two (2) days. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.
- B. Any assault leave exceeding five (5) workdays shall be subject to review by a Board appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. The Superintendent reserves the right to review questionable assault leave claims.
- C. An employee who is on assault leave may apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave, and Board payment of any fringe benefits, shall be discontinued as of the effective date of STRS disability or retirement benefits.
- D. An employee temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, when possible. If said employee desires another position or assignment, such selection shall be in accordance with the Board established "Transfer" policy.
- E. If the employee is physically disabled by the assault for longer than thirty (30) workdays, additional absence will be deducted from the employee's sick leave. If the physical assault results in a physical injury, which has abated, and a claim is made for assault leave as a result of a mental disability, then the employee must submit to an

examination by a physician of the Board's choosing. The employee must disclose any pre-existing mental or physical condition.

- F. Any criminal assault charges filed by an employee as required by subsection 7.12(A)(1) may be withdrawn by the employee without waiving any right to assault leave only under the following limited circumstances:
 - 1. The student, prior to the assault, was receiving special education services from the District; and
 - 2. A manifestation meeting was conducted and it was determined that the student's behavior was a manifestation of the student's disability.
- G. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.
- H. If employee's absence resulting from assault is covered by worker's compensation, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault.

14 Personal Leave Bank

- A. A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.
- B. The donations to the Personal Leave Bank shall not be counted as a day of absence for attendance incentive pay.
- C. The Board will keep track of accumulated days and provide a list of eligible leave participants to the MHTA President at the beginning of each school year.
- D. Eligibility and Use of Personal Leave Banks Days
 - 1. The Superintendent and the MHTA President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed forty five (45) days initially. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.

2. Only bargaining unit members who have donated shall be eligible for enrollment in the personal leave bank and may enroll by donating one (1) personal leave day to the bank by October 1st.
3. If an employee is considered for disbursement of personal leave bank days, they must first contribute their remaining personal days to the personal leave bank before any days are disbursed to the employee.
4. An employee using the personal leave bank must apply for STRS disability leave when eligible.

ARTICLE VIII

STUDENT RELATIONS

8.01 Student Physical, Social, and Emotional Concerns

The Immediate Supervisor is responsible for notifying employees about the procedures for obtaining health information on the students they teach.

An employee shall observe all policies and administrative regulations as they pertain to student relations.

If an employee has concerns regarding the academic, physical, social, and/or emotional status of a student, then the employee has a responsibility to report this to his/her Immediate Supervisor. This child will then be brought up before the building intervention team. The building procedures for this process will be subsequently followed.

8.02 Student Discipline

The Board/Administration will provide all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. Such support and assistance will include, but not be limited to, an annual in-service program addressing classroom management skills and how to de-escalate student behavior/conduct.

It is recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. An employee is expected to use reasonable judgment when addressing student misconduct (i.e., the employee is expected to utilize their training to de-escalate the situation).

The administration and employees recognize that acts of gross misconduct and disrespect shall not be tolerated. The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee must immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of

the situation. If the administrator concludes gross misconduct has occurred, the student will not return at least until the next school day.

When feasible, all referrals will be submitted electronically and all dispositions of student referrals shall be returned to the employee within ten (10) work days unless mutually agreed upon by the administrator and the effected employee.

In a cooperative spirit, the building administration and employees shall work together to establish, bi-annually review, and revise, if necessary, written building wide discipline procedures. These procedures shall include, but are not limited to: referral, student removal, and response from administration procedures.

03 Assault Protection of School Personnel

In the course of performing assigned duties, acts or threatened acts of physical assault or verbal or written attacks upon school personnel may occur. The Board has a responsibility to ensure that the rights of school personnel are protected when such situations arise. To ensure that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

- A. The employee will notify his/her supervisor immediately, and complete the written report addressed in Subsection 7.12(A)(1).
- B. Within twenty-four (24) hours of receiving the employee's written report, the employee's supervisor will investigate the incident and take appropriate action, which will include removing the student from the employee's class during the investigation. Within forty-eight (48) hours of receiving the employee's written report, the employee's supervisor will submit a written report of the investigation and of the action taken. Such report shall be signed by the employee and the supervisor.
- C. In cases where legal action may ensue, the supervisor shall attempt to obtain a list of the witnesses to the assault. The supervisor shall promptly attempt to obtain a written report from all the witnesses. These statements shall be signed, dated, and filed.
- D. A copy of all reports will be forwarded to the Board through the Superintendent. The Superintendent will also advise the employee of their legal rights and obligations with respect to such assault.
- E. The Board shall authorize its legal counsel to assist the employee in matters of legal rights and implications, and shall provide supportive assistance if such action results in court action. The Board's legal counsel shall only offer informational assistance to the employee and not provide legal advice. The employee shall sign a statement acknowledging they understand no attorney-client privilege exists between the employee and the Board's counsel. The Board's counsel will cooperate fully with the employee and the employee's counsel.

- F. If court action results, said employee shall be granted leave of their assigned duties and a qualified substitute shall be provided with no loss of pay to the employee for days in court and for days as may be requested by their legal counsel, court officials, and law enforcement officers. Said court leave shall apply only to situations which the employee is subpoenaed, and not to matters involving workers' compensation, civil matters, or other legal actions initiated by the employee.
- G. The individual found responsible for the assault shall be dealt with according to the District's "Discipline Code." The MHTA shall be a member of the District's Discipline Code Committee. The MHTA shall have equal representation with other groups on the committee when the Discipline Code is revised.

ARTICLE IX
EMPLOYEE EVALUATION PROCEDURE

9.01 Philosophy

The process of employee evaluation has as its primary purpose the intent to assist all employees to improve instruction and to identify and document employee performance strengths and weaknesses. In a cooperative spirit, the evaluator and the employee enter into a continuous dialogue to maintain and/or improve both individual skills and building effectiveness, and to define and implement system goals. Individual needs and differences are respected and supported as the individual members of the professional staff strive to improve the quality of education services they offer the Maple Heights community.

The evaluation procedure set forth in this section shall be the sole evaluation procedure for employees covered under the terms of this Agreement. However during the course of the 2012-13 school year, a joint evaluation committee shall meet to accommodate state law (HB 153 – 2011) and bargain applicable effects of such changes. The committee shall be comprised of no less than five (5) MHTA members. The committee shall develop the evaluation instrument based on the framework of HB 153. Upon completion of the evaluation instrument, the instrument will be reviewed by the MHTA Executive Board and presented to the MHTA membership for ratification. Following ratification, a Memorandum of Agreement will be included in the final Master Agreement. During the first two (2) years of utilizing the new evaluation instrument, the evaluation will not be the sole deciding factor in employee retention. The evaluation procedures of O.R.C. 3319.111 and required by O.R.C. 3319.11 are specifically excluded from this provision, and the Board is not required to provide evaluations in accordance with these sections of the Ohio Revised Code. Until such time an agreement can be reached the current procedures in Article IX, Employee Evaluation Procedures, will apply.

9.02 Procedures for Employee Evaluation

- A. Evaluators are designated by the Principal and may include the Principal, the Assistant Principal and/or other administrative personnel who are employed full time with the

district. They will evaluate all non-tenured employees and one-third of tenured employees so that tenured employees are evaluated once every three (3) years; except in cases where employee performance deficiencies have been documented. Employees eligible for tenure will be evaluated by their building principal with input from any other administrator directly involved with the employee's job performance. Forms for observation and evaluation shall be found as Appendix 14.

- B. Employees will be evaluated by different evaluators each evaluation year, when possible.
- C. The evaluators will meet with the employees to be evaluated in a group prior to the first visitation to clarify procedures and discuss the observation and evaluation forms.
- D. The observation of limited contract employees shall be conducted at least twice in the school year in which the Board may wish to declare its intention not to re-employ the employee. One observation shall be conducted and completed not later than January 15 and the employee being evaluated shall receive a written report of this observation not later than January 25. A second observation shall be conducted no earlier than two weeks after the employee has received the first observation report. The employee being evaluated shall receive a written report of the results of the second observation together with a summative evaluation not later than April 10.

The first observation will be scheduled and the remaining observations may be unscheduled. If the observation needs to be rescheduled, the evaluator will notify the employee within a timely manner. Employees may invite evaluators to observe at any time, but these visitations would be in addition to the scheduled ones. An observation must be a minimum of thirty (30) minutes in length. Observations shall be scheduled at least ten (10) workdays apart, except at the request of the employee. All other class visitations or observations are informal observations. Their length and frequency are at the discretion of the evaluator or by employee invitation. Performance deficiencies that are noted during an informal observation should be shared with the employee in a timely manner.

- E. A copy of the evaluator's observation report following an observation will be received by the observed employee in a timely manner and at least forty-eight (48) hours prior to each of the scheduled conferences.
- F. The final conference will be completed by April 10.
- G. Absence of the employee for any reason which hinders the board's ability to meet the evaluation requirements contained in this article will not prevent the board from non-renewing said employee or otherwise result in a determination that the district did not meet its deadline. The scheduled evaluation, conference or observation will be continued until the next available date that the employee will be present or by agreement between the employee and superintendent. If the employee fails to return to work and no evaluation, conference or observation can be conducted, the evaluation, conference or observation shall be deemed waived by the employee and the MHTA and

may not be asserted against the district in a subsequent legal action.

- H. When the evaluation process is completed, the original copy of the employee final summative evaluation form and the observations forms on which the evaluation is based will be placed in the employee's personnel file. The second copy will be given to the employee for their files; the third copy will be kept in the Principal's Office. All observation forms will be shared with the employee.
- I. The evaluation of a tenured employee in accordance with the schedule in Section 9.02 A. shall be based on two (2) observations, and shall utilize the forms found as Appendix 14.

9.03 Operational Definitions For Evaluation

- E - Employee is far beyond the normal professional level of performance. The narrative section must contain an explanation for this rating.
- O - Employee exceeds the normal professional level of performance.
- S - Employee demonstrates a professional level of performance.
- NI - Needs Improvement. The narrative section must contain an explanation and suggestions for improvement.
- U - Performance is not acceptable with district standards. The narrative section must contain an explanation and suggestions for improvement.
- NO - Not seen during the observation.

ARTICLE X **PROFESSIONAL DEVELOPMENT COMMITTEE**

10.01 Purpose

The purpose of the local professional development committee (LPDC) is to oversee and review professional development plans for credential renewal as required by O.R.C. 3319.22 and for the selection of Master Teachers pursuant to Ohio law.

10.02 Committee Composition and Selection

The Maple Heights LPDC will consist of five (5) members. MHTA Executive Committee shall appoint three (3) employees; the Board shall appoint two (2) administrative members, upon the recommendation of the Superintendent.

10.03 Term of Office

The term of office of each committee member shall be two years.

3.04 Operating Procedures

The Board shall establish the time, place and frequency of the meetings. The LPDC shall select the chairperson and other officers deemed necessary, and adopt rules for conducting the meetings.

3.05 Decision Making

Decisions shall be made by a 4/5ths vote of the committee.

3.06 Training

- A. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
- B. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members own individual development plans if they so decide by majority vote.

3.07 Appeals Process

A. Level I Appeal

1. Complete LPDC appeal form and file with the Committee;
2. Meet with the LPDC; and
3. Receive written response from the LPDC.

B. Level II Appeal

Within ten (10) days of the decision at Level I, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level II process shall be:

1. Committee make-up: (a) certified/licensed educator chosen by employee; (b) certified/licensed educator chosen by LPDC; and (c) certified/licensed educator agreed upon by (a) and (b); and
2. Committee shall hear the appeal and render a decision.

C. Level III Appeal

Within ten (10) days of the decision at Level II, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level III process shall be:

1. Appeals may be taken to the Greater Cleveland Educational Development Center (GCEDC)/Northeast Professional Development Center (NRPDC) or the American Arbitration Association (AAA) for final resolution; and
2. Cost for Level III appeal will be at the expense of the individual filing the appeal.

10.08 In the event that O.R.C. 3319.22 is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

10.09 Any reference in this Agreement to educator licensing is hereby deemed to refer also to teacher certification.

10.10 Release time may be provided for up to one day per month during the school year for employees who are members of the LPDC so that they may attend Committee meetings. Employees shall be compensated for attending LPDC Committee meetings where they are scheduled outside the workday during the school year at a rate of \$30.00 per hour. The secretary of the LPDC shall be compensated at the rate of \$40.00 per hour for the time spent in LPDC meetings. If the Board determines the need for the Committee to meet during the summer, the employees who are members of the LPDC shall be paid at a per diem rate of pay of \$150.00, which shall be prorated for less than an eight (8) hour workday.

ARTICLE XI **RESIDENT EDUCATOR LICENSE PROVISION**

11.01 Purpose

The Resident Educator Program for beginning employees will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered and funded by the district.

11.02 Committee Composition and Selection

This committee will include three (3) MHTA members who are practicing teachers and representative of elementary, middle school and high school employees appointed by MHTA and two (2) administrators appointed by the superintendent.

11.03 Term of Office

The term of office of each committee member shall be two years.

11.04 Operating Procedures

The Board shall establish the time, place and frequency of the meetings. The committee shall select the chairperson and other officers deemed necessary, and adopt rules for conducting the meetings.

1.05 Decision Making

Decisions shall be made by a 4/5ths vote of the committee.

1.06 In the event that the Resident Educator Program is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

1.07 Release time will be determined and coordinated by the Superintendent. Employees shall be compensated for attending Resident Educator Program Committee meetings where they are scheduled outside the workday during the school year at a rate of \$30.00 per hour. The secretary of this program shall be compensated at the rate of \$40.00 per hour for the time spent in meetings. If the Board determines the need for the Committee to meet during the summer, the employees who are members of the Resident Educator Program shall be paid at a per diem rate of pay of \$150.00, which shall be prorated for less than an eight (8) hour workday.

1.08 Each mentor employee will receive a \$500.00 stipend for each resident educator they mentor. The stipend is to be paid in June of that school year.

ARTICLE XII **COMPENSATION**

2.01 Employee Salary Schedules

Employee salary schedule shall be found in Appendix 1 of this Agreement.

Effective September 1, 2012, the employees' salary schedule shall be amended to reflect a 0% B.A. salary adjustment with no step increase.

Effective September 1, 2013, the employees' salary schedule shall be amended to reflect a 0% B.A. salary adjustment with no step increase.

Effective September 1, 2014, the employees' salary schedule shall be amended to reflect a 0% B.A. salary adjustment with no step increase.

There shall be no "catch up" for the step freeze stated above. (Example: An employee on step 4 in the 2011-12 contract year remains on step 4 for the 2012-13, 2013-14 and 2014-15 contract years, and would only be eligible based on service to advance to step 5 for the 2015-16 contract year. Further, years of service during the three step freeze years do not count for advancement to steps 20 or 24.)

12.02 Payroll Procedures and Schedules

A. Masters Plus 60 Program

1. Any employee who files and qualifies for reclassification into the program, under Section 11.02(B) ("Reclassification") of this Agreement, will be reclassified, unless such reclassification will result in more than thirty (30) employees in the program, in which case entry into the program would be delayed until such time as reclassification would not result in more than thirty (30) employees in the program.
2. Paragraph 11.02(A)1 tie breaker rules are as follows:
 - a. Earliest filing under Section 11.02(B) ("Reclassification");
 - b. Earliest completion date of last course prior to filing under Section 11.02(B) ("Reclassification");
 - c. Seniority; and
 - d. Total years teaching.
3. Employees with a Ph.D. or E.D.D. filing for reclassification under Section 11.02(B) are exempt from the restrictions of this Section and employees in or admitted to the program with a Ph.D. or E.D.D., will not be counted when calculating the cap imposed in Paragraph 11.02(A).

B. Reclassification

In order to be reclassified, each employee must apply for reclassification by completing and submitting Appendix 15 and must have on file with the Superintendent an official transcript reflecting additional training on or before October 15 of the year in which reclassification credit on the salary schedule is sought. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date. Failure to comply with the aforementioned timelines will delay the employee's reclassification accordingly.

All coursework taken for reclassification must be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio) and must be at the graduate level.

C. Career Technology Employees

The Career Technology Employee without a BA or BS shall move to column IVa upon receiving the Provisional Certificate + 9 semester hours or a five (5) year license + 9

semester hours, and to column IVb upon receiving the Professional Certificate. The Career Technology Employee shall move to Column V upon completion of sixty (60) semester hours.

The Career Technology Employee who was granted a certificate/license without a BA or BS degree and completes a BA or BS degree +9 hours will move to column VA, +18 hours will move to column VB, and +30 hours will move to column VC. This will only apply to the employee working in a career technology area.

D. Payroll Schedule

All employees shall be paid in twenty-six (26) equal bi-weekly payments that shall be in conformity with the payroll procedures of the Board. All employees will utilize direct deposit.

E. Deductions

Deductions in pay are made for the following:

1. State Teachers Retirement;
2. Federal Income Tax;
3. City Income Tax;
4. State Income Tax; and
5. Unauthorized Absences.

F. Voluntary Deductions

The following deductions may be made when applied for by an employee:

1. Health Insurance;
2. If the Agreement is terminated as the result of an election for recognition of a bargaining agent in accordance with Article I, payroll deductions for organization dues will terminate immediately upon recognition of the new bargaining agent;
3. Credit Union;
4. Life Insurance;
5. Tax-sheltered Annuities; and/or
6. Political contributions may be deducted in accordance with O.R.C. 3599.031.
7. Flexible Spending Account

G. National Board Certification

Employees who obtain National Board Certification in the subject area/matter that they teach will receive an annual stipend of five hundred dollars (\$500.00) once per fiscal year.

12.03 STRS Pick-Up

Effective with the effective date of this Agreement, the Board shall "Pick-up" contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

- A. The amount to be picked-up and paid on behalf of each employee shall be the current rate required by O.R.C. 3307.26, which sets forth the teacher's required contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall apply to all compensation earned thereafter including supplemental earnings.

Severance pay, supplemental salaries and index, and similar matters shall be based upon the published salary schedule.

12.04 Worker's Compensation

- A. Employees are eligible for compensation under the State Worker's Compensation Act of Ohio in cases of injury or death. Such injury or death must be incurred when the employee is fulfilling his/her duties as provided in their contract.
- B. When an employee sustains an injury while on duty, a written report shall be made by the individual and submitted to the Immediate Supervisor. Upon their verification of injury, the Immediate Supervisor will forward the report to the Superintendent. At the time of an injury, the administration shall notify the injured employee that they have the option of applying for Worker's Compensation or using sick leave, or, if applicable, assault leave for any days of work missed due to the injury. Any temporary total disability benefits received by an employee under the State Worker's Compensation laws shall reduce the Board's liabilities and the employee's benefits under any compensated absence and leave provisions of this Agreement.
- C. If an employee intends to make a claim for compensation, the employee shall obtain the necessary forms from the Treasurer's Office. The forms are prepared in duplicate – one copy for the Treasurer's file and the original for the Industrial Commission of Ohio.

However, both forms, after being completed by the individual and physician in charge, shall be returned to the Treasurer for processing.

- D. All claims shall be processed without undue delay at each step by the person responsible.

2.05 Retirement Incentive Plan

- A. In the year that an employee will have accumulated enough years of STRS service credit to be eligible for retirement through STRS shall be paid seventeen thousand five hundred dollars (\$17,500) as an inducement to retire, provided that the employee complies with the following conditions precedent to payment. For any employee as of September 1, 2012 who has thirty (30) years or more of STRS service credit has one (1) school year to retire to collect the Retirement Incentive Plan.
1. The employee, on or before January 1, of that same year provides written notice to the Superintendent that the employee will retire no later than August 31, but no sooner than the last day of classes during the current school year.
 2. The employee, no later than July 1, of that same year makes application to STRS to retire, on a form provided by STRS, and provides the Superintendent with a copy of such application.
 3. The employee, no later than July 1, of that same year submits an unconditional resignation to the Superintendent.
 4. All employees eligible to receive benefits provided under this section shall have those payments directed to the tax sheltered programs which the District currently authorizes within sixty (60) calendar days of the employee submitting, to the treasurer written evidence from STRS that the employee is receiving retirement benefits from STRS.

Any employee eligible to exercise the rights provided in Paragraph A of this Section (12.05) or who submits the notice to the Superintendent provided for in Paragraph A (1) of this Section (12.05) and either fails to comply with the other requirements of Paragraph A or who reverses their decision to participate in the retirement incentive plan shall be forever barred from participating in the retirement incentive plan in any subsequent years regardless of the circumstances.

- B. Purchase of Service Credit ERI Option

The Board of Education will purchase, for all eligible employees who make application in accordance with the provision of the plan and the applicable regulations of the State Teachers Retirement System (STRS) one (1) year of retirement service credit. Eligible employees who desire to participate in the plan must submit written notice of intent to retire by completing the teacher portion of the State Teachers Retirement Form ER1-2 and by submitting it to the Treasurer. Such employees will submit completed State Teachers Retirement Form A-1(A) requesting State Teachers Retirement System to estimate retirement benefits available under the plan. Retirement must be completed no less than ninety (90) days after the employee is notified of the purchase of additional

service credit by the Board of Education. If an employee desires to opt for early retirement in accordance with O.R.C. Section 3307.35, the employee's severance pay will be used to cover the cost of the Service Credit. Any amount greater than the cost of the Service Credit will go to the employee. If the employee's severance pay is less than the cost of the Service Credit, the Board will pay the balance owed to the State Teacher's Retirement System (STRS).

- C. A maximum of twenty (20) teachers shall be eligible for one of these two benefits on a first-come, first-served basis.

12.06 Mileage

Each employee shall be reimbursed for driving between building assignments, professional trips and evening/weekend assignments. Each employee seeking reimbursement pursuant to this Section shall complete a form provided by the Treasurer's office and file the form with the Treasurer's office prior to receiving any reimbursement. The reimbursement for mileage shall be calculated at the current Internal Revenue Service rate.

12.07 Work Attendance Incentive Program

Any full-time employee who completes an entire school year with perfect attendance shall be entitled to a bonus of one thousand dollars (\$1,000.00). Any full-time employee who completes a semester with perfect attendance shall be entitled to a bonus of two hundred fifty dollars (\$250.00). Any full-time employee who has perfect attendance for the last forty-five (45) school days of the school year shall be entitled to a bonus of two hundred dollars (\$200.00). The maximum an employee can receive under this Section is one thousand dollars (\$1,000). Accordingly, attendance bonuses will be paid as follows:

- 1) \$1,000 - for perfect attendance during entire school year (including 1st and 2nd semester and final 45 school days).
- 2) \$450 - for perfect attendance only during 1st semester and during final 45 school days.
- 3) \$250 - for perfect attendance only during 1st semester.
- 4) \$250 - for perfect attendance only during 2nd semester (including final 45 school days).
- 5) \$200 - for perfect attendance only during final 45 school days.

Perfect attendance shall mean the employee will be physically present during the entire workday, each and every workday, except for professional meetings and conferences, under section 7.04, released time for the President under Section 3.06, released time for Professional Development Committee attendance under Section 11.10, bereavement leave, leave mandated by the Board to determine fitness for duty shall not be counted against this perfect attendance award, and other Board-approved released time for which the employee is performing a service to the District. Any absence or tardiness, which does not fall within the

exceptions listed above, will nullify an employee's right to a bonus, regardless of the circumstances. The provisions of this incentive program shall be strictly monitored and construed. Payment of this incentive shall occur with the second pay period occurring in July of the year in which the incentive was earned.

2.08 Severance Pay

- A. Upon retirement, as hereinafter defined, employees shall be entitled to pay at the employee's respective daily rate for one-third (1/3) of accumulated sick leave, payment of severance shall be limited, however, to a maximum of one hundred and ten (110) days.
- B. Within the meaning of this section, an employee may "retire" once only in Ohio. Retirement from another district shall make an individual ineligible for this retirement benefit. This section does not apply to anyone who left the system prior to its adoption.
- C. The employee shall have until ninety (90) days from the date on which the employee retires to apply for severance pay. The employee will provide written documentation of their first payment from the State Teachers Retirement System.
 - 1. An employee eligible for a severance pay benefit shall receive such benefit in a lump sum payment.
 - 2. The lump sum payment shall be paid at the time of the first pay date in January of the calendar year following termination of employment. The employee may request to have these funds directed to a tax sheltered program that the District currently authorizes.
 - 3. Federal withholding for severance pay shall be determined in accordance with the Internal Revenue Service's regulations on lump sum distributions.
- D. Acceptance of severance pay shall eliminate all sick leave pay credit accrued by the employee up to that time and such credit may not be transferred to any other institution.
- E. The rate paid will be the per diem rate of the employee's last contract including all supplemental contracts and extended service.

2.09 Tuition Reimbursement

The Board shall reimburse an employee for the actual cost of tuition for credit courses in accordance with the following guidelines:

- A. Course work acceptable for reimbursement shall include any graduate course pre-approved by the Local Professional Development Committee; or any course approved by the Superintendent.

- B. An employee is eligible to seek reimbursement for up to Three Hundred Dollars (\$300) per semester hour, or Two Hundred Dollars (\$200) per quarter hour, to an annual maximum of two thousand (\$2,000) in tuition in any year, September 1 through August 31.
- C. Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Personnel office on the form found as Appendix 16 to this Agreement and shall include evidence of the expense and satisfactory completion of the course. Satisfactory completion of the course is defined as attaining either an A or B in coursework or a Passing Grade in a Pass/Fail course. Payment shall occur to employees in a separate check with the second pay in October.
- D. There shall be an annual total limit on reimbursement of sixty thousand (\$60,000) per school year. In the event applications exceed sixty thousand (\$60,000) for any year, the total of sixty thousand (\$60,000) shall be allocated on an equal per credit hour basis among employees who submit applications.
- E. An employee must be employed by the Board the year following the eligible course work to receive the tuition reimbursement, unless the employee is affected by a reduction in force. Employees on approved leaves of absence are also entitled to reimbursement.
- F. Formula to calculate tuition is as follows:

Step 1

- 1. For each employee calculate:

$$\frac{\text{Money spent by employee}}{\text{Total spent}} = \frac{\% \text{ due} \times 60,000}{\text{Money due}}$$

- 2. If money due \geq \$2,000, the employee gets \$2,000

Step 2

- 1. Take $60,000 - x(\$2,000) = \text{Balance}$ $x = \# \text{ of people who get } \$2,000$

- 2. For remaining people:

$$\frac{\text{Money spent by each}}{\text{Total spent} - (\$ \text{ spent by those getting } \$2,000)} = \frac{\% \text{ Due} \times \text{Balance}}{\$ \text{ Due}}$$

12.10 Supplemental Salary Positions

Supplemental positions listed in this agreement are reserved for qualified members of the MHTA bargaining unit. Only after a vacant supplemental position has been posted in each

school building and no qualified member of the MHTA bargaining unit applies for a posted supplemental, it may be awarded to someone not in the MHTA bargaining unit.

Employees that are hired by the Board to fill supplemental salary positions shall be paid in accordance with the Supplemental Salary Position Schedule found in Appendix 2 of this Agreement. Employees may voluntarily split supplemental salary positions with written application and prior approval of the Superintendent.

2.11 Other Special Rates of Pay

The pay for spot substitution, summer curriculum writing, home instruction and summer school shall be .0007 per hour of the base salary payable to the next quarter hour. Payment for spot substitution shall be made twice yearly, once in February and once in June.

ARTICLE XIII
INSURANCE

3.01 Hospitalization

. Premiums

Each employee enrolled in a District-sponsored plan shall contribute toward the plan based on the following schedule:

\$50.00 per month	Single Coverage
\$120.00 per month	Family Coverage

. Prescription Drug Plan

Initial filling and up to two thereafter:	30-day supply
Generic	\$5
Formulary	\$12
Non-Formulary	\$24
After the third refill:	30-day supply
Generic	\$10
Formulary	\$24
Non-Formulary	\$48
Home Delivery:	90-day supply
Generic	\$10
Formulary	\$24
Non-Formulary	\$48

C. Summary of Insurance Specifications

Deductible:	
Single	\$0 in/\$300 out
Family	\$0 in/\$600 out
Co-insurance:	100%/80%
Out-of-Pocket Max (includes deductible)	
Single	\$500 in/\$700 out
Family	1,000 in/\$1,400 out
Office Visit Co-pay:	\$10
Routine Mammogram, Pap test, labs/x-rays & endoscopic tests	100%
Urgent Care co-pay:	\$10
ER Co-pay:	\$50

D. Spousal Coordination of Benefits

1. If the employee's spouse is eligible in their employer's group health insurance and/or prescription drug insurance, the spouse of the employee must enroll in said employer's sponsored group insurance coverage(s). (Spouse available insurance). The employee's spouse may enroll in single employer sponsored group insurance coverage. The spouse is not required to enroll in family coverage.
2. If the employee's spouse refuses to enroll in their employer's group health insurance, the MHTA employee will pay an additional two hundred dollars (\$200.00) per month for family coverage through the district.
3. Upon the spouse's enrollment in any such "spouse available group health insurance coverage", that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether or not their spouse is eligible to participate in "spouse available group health insurance" sponsored by the spouse's employer.
5. If an employee submits false information about their spouse's "spouse available group health insurance" coverage, the employee may be subject to disciplinary action by the Board, up to and including termination of the employee.
6. If an employee and/or their spouse and/or the dependent(s) involuntarily lose insurance coverage from any other plan (eg. Employer of spouse/dependent discontinues insurance coverage, spouse/dependent changes job and no longer has insurance benefits through the employer), that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage with no pre-existing condition exclusions or waiting period.
7. The Spousal Coordination of Benefits requirement does not apply to any spouse who works twenty (20) hours or less per week.
8. The Spousal Coordination of Benefits language only applies to a spouse who can take group health insurance coverage. The contract language does not apply to any spouse who works for an organization that does not offer a group health insurance plan.

Opt Out

Employees who are covered by another medical insurance plan and elect not to enroll in the Board paid hospitalization and major medical insurance, shall receive a payment at the completion of each school year in the following amount(s):

<u>Eligible for:</u>	<u>Enroll in:</u>	<u>Payment:</u>
Family	No Board plan	\$400
Family	Single plan	\$200
Single	No Board plan	\$200

3.02 Life Insurance

The Board will provide term life insurance in the amount of \$50,000 for each employee, with a provision for up to \$300,000 additional term life insurance at the employee's expense.

3.03 Dental Insurance

The Board will provide for a dental insurance plan through a state licensed carrier and shall pay an amount not to exceed \$30.00 per month for each employee's plan, whether for an individual or family plan, as the case may be. The eligible employee shall pay any amount required in excess of \$30.00 per month and shall have the option to choose an individual or family plan.

The Board's obligation to provide any amount for a dental plan shall depend upon a sufficient number of employees choosing to enroll in the plan as determined by the insurance carrier.

3.04 Optical insurance

Employees are eligible to enroll in the optical insurance plan provided by the Board. The Board optical coverage shall be limited to employees only. The coverage will provide for one (1) annual eye exam, not to exceed \$75.00, and one (1) annual pair of frames with lenses, not to exceed \$150.00, or up to \$100.00 annually for contact lenses. Family coverage may be purchased by eligible employees at a premium rate provided annually by the Board and paid by the employee.

3.05 Health Insurance Committee

- A. A committee composed of up to four (4) representatives appointed by the MHTA president and up to four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The MOST local president shall be invited to appoint up to four (4) representatives as well. The Health Care Committee shall be co-chaired by the MHTA president or designee, the MOST president, and the Superintendent. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all

members. An organizational meeting will be held no later than October 15, 2012 to discuss the operation of the committee.

- B. Training for members for the Health Care Committee will begin in September 2012 and will be conducted by representatives from our health insurance consultant. The objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
- C. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective September 1st of each year beginning September 1, 2013 at five percent (5%) or below compared to the prior year. Each year the Board will be responsible for the first five percent (5%) of increased premium costs.
- D.
 - 1. If the increase in premiums is five percent (5%) or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.
 - 2. If the increase is more than five percent (5%), but less than ten percent (10%), the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the five percent (5%) level effective September 1st.
 - 3. If the increase is more than ten percent (10%), the committee will only be charged to convene to reduce the total premium increase by five percent (5%) effective September 1st.
 - 4. If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first five percent (5%) and any increase above ten percent (10%)), will be distributed among plan participants from the Maple Heights Administration, MHTA , and MOST (if MOST agrees to participate on these terms) in the form of additional premium contributions starting September 1st of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than five percent (5%) above the original five percent (5%) the Board will assume.
- E. The administration and the MHTA each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
- F. The Health Care Committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as practicable, on and after the effective date of the bargaining agreement.

- G. The Health Insurance Consultant will be an independent, non-commission based agent.
- H. On or before August 1st of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. All decisions shall be made by consensus and a report of those changes submitted to the MHTA President and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the Health Care Committee will become effective September 1st for the MHTA and Administration.

3.06 Health Care Flexible Spending Accounts

The Board shall provide at no cost to the employee a Section 125 Flexible Spending Account which may be used to pay for eligible dependent care expenses and health care expenses to the maximum allowed by law.

ARTICLE XIV **EFFECTS AND DURATION**

4.01 Conflict with Law or Regulations

Except as provided in O.R.C. 4117.10 currently or as amended hereafter, if any provisions of this Agreement, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal, or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

4.02 Maintenance of Standards

The Board shall maintain all terms, conditions and benefits of employment, which are expressly bargained for in this Agreement, at no less than the level in effect as of the effective date of this Agreement.

14.03 Duration

This Agreement shall take effect September 1, 2012, and shall remain in full force and effect through and including August 31, 2015.

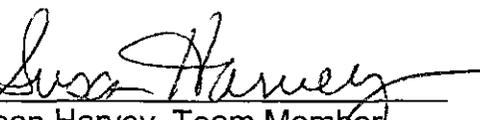
The foregoing agreement is executed this 1st day of May, 2012.

MAPLE HEIGHTS
BOARD OF EDUCATION

By: 
Pamela Poindexter-Crews, Board President

By: 
Charles Keenan, Superintendent

By: 
Bruce Willingham, Team Member

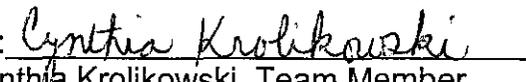
By: 
Susan Harvey, Team Member

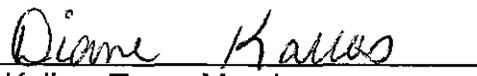
By: 
Mariel Sallee, Team Member

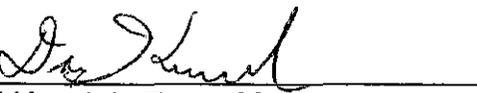
By: 
Zelina Pames, Team Member

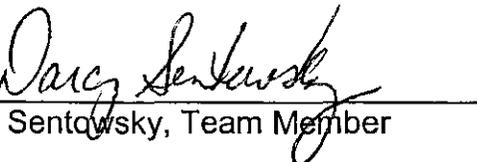
MAPLE HEIGHTS TEACHERS
ASSOCIATION

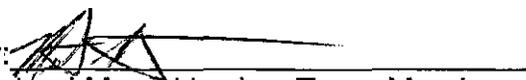
By: 
Antoinette Bednarik, MHTA President

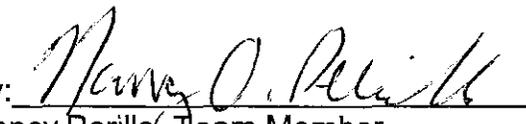
By: 
Cynthia Krolkowski, Team Member

By: 
Diane Kallos, Team Member

By: 
Daniel Kovalak, Team Member

By: 
Darcy Sentowsky, Team Member

By: 
Michael Mazurkiewicz, Team Member

By: 
Nancy Perillo, Team Member

APPENDIX 1
SALARY SCHEDULES

TEACHERS SALARY SCHEDULE FOR 2012-15

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	38320	38971	39623	41769	42393	43014	43896	45984
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	39880	40585	41290	43804	44451	45103	46022	48528
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	41439	42194	42953	45842	46509	47187	48149	51069
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	42999	43807	44620	47877	48567	49276	50276	53614
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	44558	45421	46287	49912	50625	51360	52403	56154
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	46118	47034	47954	51947	52682	53449	54529	58699
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	47678	48643	49617	53985	54740	55533	56656	61239
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	49237	50257	51284	56020	56798	57622	58783	63784
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	50797	51870	52951	58055	58856	59706	60910	66324
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	52357	53479	54614	60090	60913	61795	63036	68869
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	53916	55093	56281	62128	62971	63879	65163	71409
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	55476	56706	57948	64163	65029	65968	67290	73954
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	57035	58315	59611	66198	67087	68052	69417	76494
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	58595	59929	61278	68233	69145	70141	71543	79039
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	60155	61542	62944	70271	71202	72226	73670	81579
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	61714	63155	64611	72306	73260	74314	75797	84124
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	61714	63155	64611	74341	75318	76399	77924	86665
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	63247	64688	66144	75874	76851	77931	79457	88197
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	64780	66221	67677	77406	78384	79464	80989	89730
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 2
SUPPLEMENTAL POSITIONS**

<u>Position</u>	<u>Level</u>	<u>Salary (Rate of Base)+</u>
Academic Coach	High, Middle, Elementary	.04
Academic Decathlon Advisor	High School	.10
* Art Coordinator	High School	.03
* Art Coordinator	Middle	.03
* Art Coordinator	Elementary	.03
Assistant to the Principal	Elementary	.04
A/V Supervisor	Middle School	.09
Career Tech Youth Club Advisor	per advisor	.05
Class Co-Advisor (Senior)	High School	.05
Class Co-Advisor (Junior)	High School	.04
Class Co-Advisor (Sophomore)	High School	.03
Class Co-Advisor (Freshman)	High School	.02
Conflict Mediation	Middle School	.06
Detention Monitor	High School	.06
Detention Monitor	Middle School	.06
Detention Monitor	Elementary	.06
Detention Monitor (2 hr.)	High School	.07
Detention Monitor (2 hr.)	Middle School	.07
Drill Team Advisor	High School	.06
Flag Corps Advisor	High School	.05
Gospel Choir	High School	.05
Honor Society Advisor	High School	.05
Honor Society Advisor	Middle School	.03
International Club	High School	.04
Intramurals – Boys	Middle School	.04
Intramurals – Girls	Middle School	.04
Intramurals – Boys/Girls (per sport)	Elementary	.02
Media Production Advisor	High School	.06
* Music Director – Instrumental	High School	.05
* Assistant Band Director	High School	.04
* Music Director – Instrumental	Elementary	.04
* Music Director – Instrumental	Middle School	.05
* Music Director – Vocal	High School	.03
* Music Director – Vocal	Middle School	.03
* Music Director – Vocal	Elementary	.03
Newspaper Advisor	High School	.04
Open Position (4 total)	High School	.02
Open Position (2 total)	Middle School	.02

Open Position (2 total)	Elementary Schools	.02
Pep Club Advisor	High School	.03
Play Business Manager	High School	.04
Play Director	High School	.11
Play Music Director	High School	.04
Playground Monitor (Certificated)	Elementary	.09
Power of Pen	Middle School	.04
Resource Teachers	District	.002
Safety Patrol Advisor (Dunham & Stafford)	Elementary	.03
Special Olympics	High School	.075
Student Council Advisor	High School	.08
Student Council Advisor	Middle School	.05
Student Council Advisor	Elementary School	.02
Tech Crew Advisor	High School	.04
Technology Assistant	Each School	.04
Webmaster	District	.12
Weight Room Supervisor	District (1 position)	.05
Yearbook Advisor	High School	.07
Yearbook Advisor	Middle School	.02
Yearbook Business Manager	High School	.05

+Supplemental salaries shall be indexed on the base salary each year.

DEPARTMENT CHAIRPERSON

	<u>Salary (Rate of Base)+</u>
Departments	
Guidance High School	.08
Other Department Chairpersons	
1 – 8 Employees	.08
9 Employees or more	.14
High School	
Career Technology	
English	
Foreign Language/Industrial Arts, Art	
Math	
Physical Ed./Music	
Science	
Social Studies	
Special Education	
Middle School	
English	
Math	
Science	
Social Studies	
Special Education	
Unified Arts	
Elementary	
Unified Arts	
District Wide	
Library Department Head	

+Supplemental salaries shall be indexed on the base salary each year.

SALARY SCHEDULE ATHLETIC PROGRAM

Position	Rate of Base			
	0	1	2	3
Football				
Head Coach	.20	.21	.22	.23
Varsity Assistant	.13	.14	.15	.16
8 th – Head Coach	.07	.08	.09	.10
8 th – Assistant	.055	.065	.075	.085
7 th – Head Coach	.055	.065	.075	.085
7 th – Assistant	.04	.045	.05	.06
Cross Country				
Head Coach	.11	.12	.13	.14
Assistant Coach	.08	.09	.10	.11
Head M.S. Coach	.095	.10	.105	.11
Golf				
Head Coach	.08	.09	.10	.115
Volleyball				
Head Coach	.13	.14	.15	.16
Assistant Coach	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 th – Head Coach	.07	.08	.09	.10
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant	.045	.05	.055	.06
Girls/Boys Basketball				
Head Coach	.14	.16	.18	.20
Junior Varsity	.11	.12	.13	.14
Varsity Assistant	.11	.12	.13	.14
9 th Head Coach	.085	.09	.095	.10
8 th Head Coach	.065	.07	.075	.08
7 th Head Coach	.04	.045	.050	.055
Wrestling				
Head Coach	.14	.16	.18	.20
Varsity Assistant	.11	.12	.13	.14
Junior Varsity	.11	.12	.13	.14
9 th – Head	.085	.09	.095	.10
8 th –M.S. Head Coach	.085	.09	.095	.10
M.S. Assistant	.065	.07	.075	.08
Swimming				
Head Coach	.14	.16	.18	.20
Varsity Assistant	.08	.10	.12	.14

SALARY SCHEDULE ATHLETIC PROGRAM (continued)

	Rate of Base			
	0	1	2	3
Girls/Boys Track				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant Coach	.045	.05	.055	.06
Indoor Track				
Head Coach	.03	.035	.04	.045
Softball/Baseball				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 th	.07	.08	.085	.09
M.S. Head Coach	.07	.075	.08	.085
Cheerleader – Advisors – HS	.08	.085	.09	.095
M.S. Head Coach	.04	.045	.05	.055
Faculty Manager				
High School	.14	.16	.18	.20
Middle School	.07	.08	.09	.10

+Supplemental salaries shall be indexed on the base salary each year.

APPENDIX 3
Maple Heights City Schools
GRIEVANCE FORM

NAME OF GRIEVANT: _____

WORK LOCATION: _____

ASSIGNMENT: _____

IMMEDIATE SUPERVISOR: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

DATE OF LEVEL 1 DISCUSSION: _____

13 STATEMENT OF GRIEVANCE: (Set forth a clear and concise description of the grievance. Specify all provisions of the Agreement alleged to be violated, misinterpreted or misapplied. Any provisions not included in this statement as having been violated, misinterpreted, or misapplied may not be raised later in the grievance procedure.):

14 RELIEF SOUGHT:

Signature of MHTA President/Designee

Signature of Person Receiving Grievance
at Initial Filing

Date

Date

APPENDIX 4
Maple Heights City Schools
VOLUNTARY TRANSFER REQUEST

Name: _____

Building: _____ Position: _____

Certification: _____

I request a transfer to a different (select all that apply):

- Building:
- Subject:
- Grade Level:

Select ONE:

- If none of the above-listed positions are available, I wish to remain in my current position.
- If none of the above-listed positions are available, I wish to leave my current position for any other position for which I am certified.

This request is valid until July 10th following the request.

Signature: _____

Date: _____

APPENDIX 5
Maple Heights City Schools
LESSON PLAN TEMPLATES

MHCS Lesson Plan Template

Name:

Subject, Grade:

Week of:

Standards/Indicator Codes <i>content/substance</i>

<i>Procedures – Organization of Knowledge</i>	
Mon	
Tues	
Wed	
Thurs	
Fri	

Design Qualities of Choice (select at least one) <i>How did you incorporate it? . . . see list below</i>	
<input type="checkbox"/> Affiliation	
<input type="checkbox"/> Novelty & Variety	
<input type="checkbox"/> Choice	
<input type="checkbox"/> Authenticity	
<input type="checkbox"/> Affirmation of Performance	
<input type="checkbox"/> Product Focus	

Modifications	Assessment
<i>Protect – Adverse Cons'qs</i>	<i>Clear Product Standards</i>
<input type="checkbox"/> drafts/revisions	<input type="checkbox"/> rubric
<input type="checkbox"/> graphic org	<input type="checkbox"/> observation
<input type="checkbox"/> conference	<input type="checkbox"/> eval – self/peer/group
<input type="checkbox"/> individual plan	<input type="checkbox"/> quiz/test
<input type="checkbox"/> other	<input type="checkbox"/> other

Notes (optional)

APPENDIX 5
Maple Heights City Schools
LESSON PLAN TEMPLATE

MHCS Lesson Plan Template

Name:

Subject, Grade:

Week of:

Standards/Indicators content/substance (*codes)	Design Qualities of Choice (select at least one) <i>How did you incorporate it? . . . list below</i>
	<input type="checkbox"/> Affiliation <input type="checkbox"/> Novelty & Variety <input type="checkbox"/> Choice <input type="checkbox"/> Authenticity <input type="checkbox"/> Affirmation of Performance <input type="checkbox"/> Product Focus

Procedures – Organization of Knowledge				
Mon	Tues	Wed	Thurs	Fri

Notes (optional)	Assessment <i>Clear Product Standards</i>	Modifications <i>Protect – Adverse Cons'qs</i>
	<input type="checkbox"/> rubric <input type="checkbox"/> observation <input type="checkbox"/> eval – self/peer/group <input type="checkbox"/> quiz/test <input type="checkbox"/> other _____	<input type="checkbox"/> drafts/revisions <input type="checkbox"/> graphic org <input type="checkbox"/> conference <input type="checkbox"/> individual plan <input type="checkbox"/> other _____

APPENDIX 6
Maple Heights City Schools
PERSONNEL DEPARTMENT
APPLICATION FOR USE OF SICK LEAVE

Payment for the use of sick leave is obtained by the submission of this completed application to the Personnel Department within two work days after your return from sick leave.

Employee's Name: _____ Date: _____

Building/Department: _____ Position: _____

The undersigned, hereby applies for _____ days of sick leave as provided in Section 3319.141 of the Ohio Revised Code.

I began my absence _____ a.m. _____ p.m. 20____

I returned to duty _____ a.m. _____ p.m. 20____

The undersigned further states that the use of sick leave is justified for the following reason (circle):

1. Personal illness – nature of illness _____
2. Personal injury – nature of injury _____
3. Illness or injury in immediate family _____
Name _____ Relationship _____
4. Death of immediate family member
Name _____ Relationship _____
5. Other _____

If medical attention was required, the name and address of the attending physician, and the dates consulted, are as follows:

Name of attending physician: _____

Address: _____

Date(s) Consulted: _____

Signature of Employee: _____

Section 3319.141 of the Ohio Revised Code provides in part as follows: A board of education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such 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 consulted.

APPENDIX 7
Maple Heights City Schools
PHYSICIAN CERTIFICATION

**This section must be completed by a physician for any employee
who has exceeded five (5) consecutive days of sick leave.**

This certifies that on _____, 20____, I treated _____
for _____
(patient)
(employee's condition or length of required absence to care for immediate family member)

Date

Signature of Licensed Physician

Address: _____

Phone: _____

APPENDIX 8
MAPLE HEIGHTS CITY SCHOOLS
REQUEST FOR BEREAVEMENT LEAVE

Please fill in this form and submit to your Immediate Supervisor when attending the funeral of a relative in your immediate family (father, mother, brother, sister, spouse, child, stepparent, stepchild, immediate relative-in-law, grandparent, or grandchild).

Date: _____

I hereby request _____ (date/dates) for Bereavement Leave.

Name of Relative and Relationship _____

I CERTIFY THAT THIS BEREAVEMENT LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 7.02, BEREAVEMENT LEAVE.

Signed: _____
Applicant

Principal/Immediate Supervisor's Signature

Superintendent's Signature

APPENDIX 9
Maple Heights City Schools
JURY DUTY

I, _____, certify that I served jury
duty on the date(s) of _____
and will return to work on or after the date of _____.

Employee's Signature _____

Date _____

Treasurer's Signature _____

APPENDIX 10
Maple Heights City Schools
PERSONAL LEAVE
REQUEST FORM

Employee's Name: _____ Date: _____

Date(s) of requested leave: _____ School: _____

Amount of requested leave: _____ quarter (1/4) day
_____ half (1/2) day
_____ full (1) day

I CERTIFY THAT THIS PERSONAL LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, SECTION 7.05, PERSONAL LEAVE.

If this form is being submitted after the leave because it was for an emergency, Please state the nature of the emergency and attach any relevant documentation.

Employee's signature: _____ Date: _____

Approved
 Not Approved _____
Principal

Approved
 Not Approved _____
Superintendent

ADMINISTRATIVE USE ONLY:

Substitute Needed Substitute Approved

Yes Yes
 No No

APPENDIX 11
Maple Heights City Schools
APPLICATION FOR USE OF
PARENTAL LEAVE

Employee Name: _____ Date: _____

I wish to take parental leave pursuant to Section 7.06 of the Agreement. Check one:

1. _____ I wish to participate in the fringe benefits package and to pay the full monthly premium to the Treasurer by the first day of each month
2. _____ I do NOT wish to participate in the fringe benefits package
3. _____ I choose to use my available sick leave up to the contractual limit before commencing unpaid leave.

My anticipated delivery date is: _____

Beginning date of leave: _____

Approximate ending date of leave: _____

I CERTIFY THAT THIS PARENTAL LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 7.06, PARENTAL LEAVE.

Employee Signature

Date

Superintendent Signature

Date

APPENDIX 12
Maple Heights City Schools
ASSAULT LEAVE REPORT FORM

Employee's Name: _____

Date of Assault: _____ School: _____

Describe the incident in detail which resulted in the assault (attach extra pages if necessary):

Describe any injury:

Describe any pre-existing physical conditions and/or illness:

State the name and address of all physicians that treated you for the condition arising from the alleged assault and the dates that you were treated by each physician.

List the names of witnesses to the assault:

Did you file a police report?

If a police report was filed, state the name of the law enforcement agency, the date of filing, and attach a copy of the police report.

- I am taking assault leave.
 I am NOT taking assault leave.

I hereby certify that the requested assault leave is not being used in violation of the Master Agreement, Section 7.12, Assault Leave.

Employee's signature: _____ Date: _____

APPENDIX 13
MAPLE HEIGHTS CITY SCHOOLS
Employee Observation Instrument

EMPLOYEE'S NAME _____ BUILDING _____
 GRADE/SUBJECT _____ DATE OF OBSERVATION _____
 EVALUATOR _____ CLASS OBSERVED _____

Were written plans for this lesson available and reviewed? ____ Yes ____ No ____ Not Applicable

Type of Lesson

____ Introduction ____ Development ____ Reinforcement ____ Culmination ____ Other

Instruction Format

____ Discussion ____ Group (Type _____) ____ Demonstration ____ Lecture

Evaluation Scale:

- E=Exceptional
- O=Outstanding
- S=Satisfactory
- NI=Needs Improvement
- U=Unsatisfactory
- NO=Not Observed

Operational Definitions:

- E** – Employee is far beyond the normal professional level of performance. The narrative section must contain an explanation for this rating.
- O** – Employee exceeds the normal professional level of performance.
- S** – Employee demonstrates a professional level of performance.
- NI** – Needs improvement. The narrative section must contain an explanation and suggestions for improvement.
- U** – Performance is not acceptable with district standards. The narrative section must contain an explanation & suggestions for improvement.
- NO** – Not seen during the observation.

STARTING TIME _____ **ENDING TIME** _____

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques/engaging work
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter
- _____ Making learning goals and instructional-procedures clear to the students.

Comments: _____

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teacher Only)

- _____ Evidence of planning/personal organization
- _____ Organization of professional procedures
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate working relationships/student aides
- _____ Skill in providing educational and professional services
- _____ Knowledge of professional area
- _____ Total school involvement

Comments: _____

II. MANAGEMENT SKILLS

- _____ Organization of materials and supplies
- _____ Renders prompt and accurate reports
- _____ Follows written Board and Administration policies, procedures and regulations
- _____ Maintains student discipline
- _____ Organization of classroom

Comments: _____

III. PUPIL-TEACHER RELATIONSHIPS

- _____ Helps child to develop and maintain good self-concept
- _____ Establishes good rapport

Comments: _____

IV. PARENT-TEACHER RELATIONSHIPS

- _____ Encourages conferences with parents when appropriate
- _____ Conducts conferences in a professional manner
- _____ Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- _____ Works in a positive manner with school personnel (human relations)
- _____ Maintains communication

VI. PERSONAL CHARACTERISTICS

- _____ Reliable
- _____ Adaptable

VII. PROFESSIONAL IMPROVEMENT

- _____ Makes reasonable effort to improve professional performance

OBSERVER'S COMMENTS: Including, but not limited to, specific recommendations regarding any improvements needed in the performance of the employee being evaluated and regarding the means by which the employee may obtain assistance in making such improvements.

EMPLOYEE'S COMMENTS:

Observer's Signature

Employee's Signature

Conference Date

The signature of the employee does not indicate agreement with the ratings or comments but rather that they received a copy of this form.

(Additional pages may be used as desired)

**MAPLE HEIGHTS CITY SCHOOL DISTRICT
EMPLOYEE'S SUMMATIVE EVALUATION FORM**

EMPLOYEE _____

OBSERVER _____

GRADE/SUBJECT _____

OBSERVATION DATE(S) _____

Appraisal Scale: **E**=Exceptional
 O=Outstanding
 S=Satisfactory
 NI=Needs Improvement
 U=Unsatisfactory
 NO=Not Observed

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques/engaging work
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter
- _____ Making learning goals and instructional procedures clear to the students.

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teachers Only)

- _____ Evidence of planning/personal organization
- _____ Organization of professional procedures
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate working relationships/student aides
- _____ Skill in providing educational and professional services
- _____ Knowledge of professional area
- _____ Total school involvement

II. MANAGEMENT SKILLS

- _____ Organization of materials and supplies
- _____ Renders prompt and accurate reports
- _____ Follows written Board and Administration policies, procedures and regulations
- _____ Maintains student discipline
- _____ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

- _____ Helps child to develop and maintain good self-concept
- _____ Establishes good rapport

IV. PARENT-TEACHER RELATIONSHIPS

- Encourages conferences with parents when appropriate
- Conducts conferences in a professional manner
- Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

- Works in a positive manner with school personnel (human relations)
- Maintains communication

VI. PERSONAL CHARACTERISTICS

- Reliable
- Adaptable

VII. PROFESSIONAL IMPROVEMENT

- Makes reasonable effort to improve professional performance

ADMINISTRATOR'S COMMENTS: Including, but not limited to, specific recommendations regarding any improvements needed in the performance of the employee being evaluated and regarding the means by which the employee may obtain assistance in making such improvements.

EMPLOYEE'S COMMENTS:

This summative rating of the above-named teacher for this school year is (check one):

- Exceptional**
- Outstanding**
- Satisfactory**
- Needs Improvement**
- Unsatisfactory**

Evaluator's Signature

Date

Employee's Signature

Date

The signature of the employee does not indicate agreement with the evaluation but rather that they have received a copy of the form.

(Additional pages may be used as desired)

APPENDIX 14
MAPLE HEIGHTS CITY SCHOOLS
REQUEST FOR RECLASSIFICATION

Employee's Name: _____

Building: _____ Assignment: _____

I hereby request reclassification for purposes of my placement on the salary schedule. I have completed the following additional training/education:

- Attached is the official transcript reflecting the additional training.
- The official transcript is not yet available, for reasons beyond my control. I have attached supporting verification from the university granting the additional training.
- I have requested the university directly forward to the District the official transcript reflecting the additional training.

All coursework taken for reclassification must be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio).

I CERTIFY THAT THIS REQUEST FOR RECLASSIFICATION IS BEING SUBMITTED IN CONFORMANCE WITH ARTICLE 11.02, RECLASSIFICATION.

Signed: _____
Employee's Signature

Date: _____

For Office Use:

This form and the official transcript supporting verification reflecting additional training must be submitted on or before October 15 of the year in which reclassification credit on the salary schedule is sought. No credit will be given on the salary schedule until the official transcript is on file, which, in any event, must be no later than February 15. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date.

APPENDIX 15
Maple Heights City Schools
PRE-APPROVAL FORM
TUITION REIMBURSEMENT PROGRAM

Employee's Name _____ Date _____
For Office Use Only

College/University offering coursework _____

Official Course Number _____ Number of Hours _____
(semester/quarter)

Name of Course (enclose a copy of the official course description which includes the class start date)

Quarter/semester and year course will be taken _____

Course offered as a pass/fail only? Yes _____ No _____

If you answered Yes above, documentation must be included with this form.

Is another organization/agency providing assistance with your tuition?

Yes _____ No _____

If Yes, name of organization/agency _____

Details of assistance provided _____

Employees' signature _____

Hours Approved _____ Yes No

Reason for denial _____

LPDC Chairperson _____
(or Designee) (Signature)

Superintendent _____
(or Designee) (Signature)

Maple Heights City Schools

14605 Granger Road
Maple Heights, Ohio 44137

DR. CHARLES T. KEENAN
Superintendent of Schools

Telephone (216) 587-6100
Extension 3001

August 1, 2012

Ms. Vera Wehr
State Employment relations Board (SERB)
65 East State Street
12th Floor
Columbus, OH 43215-4213

2012 JUL 26 AM 11:27
STATE EMPLOYMENT
BOARD OF OHIO

Dear Ms. Wehr:

I am enclosing a copy of the new Master Agreement between Maple Heights Board of Education and the Maple Heights Teachers Association (MHTA) for your file.

Should you have any questions please contact my office.

Sincerely,



Charles T. Keenan, Ed.D.
Superintendent

Enclosure