

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE McDONALD
LOCAL BOARD OF EDUCATION

AND

THE McDONALD
EDUCATION ASSOCIATION

September 1, 2013 - August 31, 2016

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ARTICLE I RECOGNITION

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

ARTICLE II MANAGEMENT RIGHTS

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

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

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

ARTICLE III ASSOCIATION RIGHTS

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

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

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

ARTICLE IV RIGHTS OF THE PARTIES

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

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

ARTICLE V NEGOTIATION PROCEDURES

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

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

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

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

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

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

ARTICLE VI GRIEVANCE PROCEDURE

- A. Purpose: This grievance procedure is designed to insure fair and orderly discussion of grievances without fear of reprisal, to promote open communication between the administration and staff, and to secure resolution of disputes at the lowest possible level.
- B. Rights of the Grievant and the Association
1. A grievance may be filed only by an employee who personally has been directly affected by the alleged violation, misapplication or misinterpretation of this Contract, or the Association on behalf of employees who have been affected by the alleged violation, misapplication or misinterpretation of this Contract.
 2. If a teacher files a grievance, such fact cannot be used against that teacher in any recommendation or re-employment or for other employment; nor shall the teacher or the Association be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Also, grievance records are to be kept separate from permanent file records.
 3. At any step of the procedure in which a decision seems satisfactory to the Association, the Association may withdraw its support of the grievant.
 4. The grievant is entitled to representation by the Association at any and all steps of the grievance procedure.
 5. If the Association or individual teacher fails to meet the time limits, the grievance is thereby waived.
 6. The Association is invited to participate in all meetings to resolve any grievance at which the grievant is present.
- C. General Provisions
1. A "grievance" is an alleged violation, misapplication or misinterpretation of a specific term of this Contract.

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

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

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

H. Step IV - Binding Arbitration

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

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

ARTICLE VII VACANCIES/TRANSFERS/POSTING
PROCEDURES

A. Notice of each vacancy in teaching and extracurricular positions will be posted in each school at least ten (10) days prior to filling the vacancy so that teachers can apply for the position. Summer bargaining unit vacancies, which occur prior to August 1, shall be posted for two (2) weeks before action is taken to fill the position and teachers also shall be notified by email during the summer. In addition, two representatives designated by the Association shall be notified by U.S. Mail. The specific locations for posting vacancies will be in the Central Office and the Teachers Lounges and Building Offices of each school.

1. For this and all other parts of this contract, a vacancy shall be defined as a newly created position to be held by a bargaining unit member or a position currently held by a bargaining unit member that becomes vacant due to the death, resignation, retirement, non-renewal, termination, leave of absence or promotion of the bargaining unit member.
2. Each bargaining unit member applying for a vacancy shall be interviewed for the vacancy. If the bargaining unit member is not chosen to fill the vacancy, he/she shall

receive an explanation of the Superintendent's decision upon request.

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

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

- A. Teacher participation in any local school-related organization shall be voluntary. However, both the Board and the Association believe that such participation is desirable. All teachers may be required to attend the MHS Graduation ceremony and the Roosevelt Open House.
- B. The Board will continue to make reasonable efforts to provide safe working conditions.
- C. The Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:
 - 1. Name of Employee
 - 2. Name of school district and Board of Education employing said employee
 - 3. Type of contract (limited or continuing)
 - 4. Employee agreement that he/she shall abide by the school rules, regulations, policies and the negotiated contract

5. Provision for signature and date of signature of the employee.
- D. The Superintendent shall consult with the M.E.A. before completing the school calendar which is to be adopted by the Board of Education.
 - E. The length of the school year for bargaining unit members shall not exceed one hundred eighty-three (183) days; students shall be in attendance one hundred eighty (180) days. Two (2) waiver days may be granted as part of the one hundred eighty-three (183) days. Commencing with the 2014-2015 school year, the Board will provide for an early dismissal of students on the last student attendance day of each grading period during the school year for employees' professional development and record-keeping purposes.
 - F. The school day for all full-time members of the Bargaining Unit shall not be longer than seven (7) hours of consecutive time and shall include a thirty (30) minute, duty-free, uninterrupted lunch period. The administration may extend the day beyond the seven (7) hour day ten (10) times per year. Such extension of the work day shall not exceed one (1) hour.
 1. Each full-time bargaining unit member shall be guaranteed at least 200 minutes of conference and planning time every week. Music, physical education, computer lab, library and/or other special areas except art shall not be taught by the elementary classroom teacher. The conference and planning time for the elementary must start after the first ten (10) minutes and end prior to the last ten (10) minutes of the student day which is determined by the administration. A teacher assigned to conference and planning time shall have no student supervisory assignments during that conference and planning time.
 - G. Formal reprimand or discipline of a teacher shall take place in the following manner:
 1. When the administration believes a teacher is in violation of (1) Board rules/regulations or (2) professional performance, the administrator shall hold a conference with the teacher which constitutes a verbal warning. All such warnings shall be documented and signed by the parties. The warning shall contain the time and date of the

above referenced conference and shall be titled "verbal warning".

2. If there is a repeat violation, the administrator shall place a written reprimand in the teacher's personnel file. The teacher shall be notified of the placement of any reprimand/disciplinary notices in his/her personnel file.
 3. Teachers shall have the right to have an Association representative attend the conference in #1 above, and the right to place a written response to the reprimand in his/her file.
- H. If a teacher is required by the administration to substitute in another class during his/her planning period, or if more than five (5) additional students are assigned to the existing class as a means of covering another teacher's class or assignment, then the teacher shall be paid according to the supplemental index as delineated in Appendix B per period for performing such substitute work. This provision shall not apply to teachers who are required to cover homeroom periods.
- I. The administration shall attempt to equalize teachers' duties, both teaching and non-teaching. Duties shall be assigned in a fair and equitable manner. It is expressly understood that the administration must address any and all problems, and that the M.E.A. has recourse through both the executive committee and the grievance procedure.
- J. Any bargaining unit member who is under contract assigned outside of the regular 183 day school year shall be paid his/her per diem rate for each day of work and not given compensatory released time during the school year. The bargaining unit member's per diem rate shall be calculated in the same manner as in Article XII (B) of this contract.
- K. Tutors, home instructors, and other hourly paid employees such as but not limited to the D.P.P.F. librarian and computer lab instructor, are not members of the McDonald Education Association.
- L. Substitute teachers shall become members of the bargaining unit upon completion of sixty (60) consecutive school days in the same teaching assignment or one hundred twenty (120) school days in any combination of assignments during a single school year. Such substitute teachers, subject to continued satisfactory performance shall remain in the bargaining unit until return to duty of the teacher whose position the substitute has

been assigned to fill or the end of the current school year, whichever shall come first. Inclusion in the bargaining unit shall not require the assignment of a substitute to duty or payment for any day for which there is no need for the substitute teacher's services. Substitute teachers shall have no right to employment or re-employment in any subsequent year unless offered a contract of employment by the Board of Education.

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

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

N. Sexual Harassment

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

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

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

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

staff member to disciplinary action which may include discharge.

- b. A substantiated charge against a student in the McDonald Local School District shall subject that student to disciplinary action including suspension or expulsion.
 - c. Given the nature of this type of discrimination, the McDonald Local School District also recognizes that false accusations of sexual harassment can have serious effects on innocent people. Therefore, false accusations will result in the same severe disciplinary action applicable to one found guilty of sexual harassment.
7. Notification: Notice of this policy will be communicated to all departments, all bargaining unit members and all students of the McDonald Local School District and incorporated in teacher and student handbooks. It will also be to all organizations in the community having cooperative agreements with the public schools via the District's website. Failure to comply with this policy may result in termination of the cooperative agreement. The Superintendent shall develop guidelines and reporting forms to be followed in cases involving sexual harassment.

ARTICLE IX REDUCTION IN FORCE

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

- A. Whenever it becomes necessary for the Board of Education to implement a reduction in force, the Board shall do so due to program changes in compliance with reasons identified in O.R.C. 3319.17; (H.B. 66)
 1. Decreased enrollment of pupils.
 2. Decrease in school districts revenues.
 3. Return to duty of regular teachers after leave of absence.
 4. Suspension of schools or territorial changes affecting the school district.
 5. A Board of Education may also make reasonable reduction in teaching employees for financial reasons.
 6. Board may suspend positions in whole or in part.

7. Statutory RIF provisions prevail over collectively bargained RIF provisions.
- B. Attrition: The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed.
- C. Layoff: Within each teaching field affected, based on teaching certificates/licenses on file in the Superintendent's office by March 15 each year, reduction not achieved by attrition shall be accomplished first by suspending teachers who are on limited contracts in order of seniority from least to greatest, second by suspending teachers who are on continuing contracts based upon their most recent evaluation, with teachers who have received an effectiveness rating of 'Ineffective' being suspended first, and third by suspending teachers who are on continuing contracts and have comparable evaluations in order of seniority from least to greatest. For purposes of this Section C, any teacher who has received an effectiveness rating of 'Accomplished,' 'Skilled' or 'Developing' on an evaluation shall be deemed to have 'comparable evaluations.'
- D. Seniority for this and all other parts of the contract shall be defined as the number of years of continuous service to the district, exclusive of Board approved unpaid leaves. A seniority list shall be posted in each building September 30 and April 30 of each year. The Association President shall also receive a copy of the seniority list. Past periods of time on recall due to reduction-in-force or on authorized leave of absence shall not be considered a break in continuous service. Continuous service (seniority) ties shall be broken by:
- 1) the earlier date of the Board meeting that the teacher was hired;
 - 2) if a tie remains, the affected employees will participate in a drawing in order to break the tie. Numbered chips will be drawn alphabetically by last name at the time of hire within three days of the board meeting. A union representative, employee or designee, board representative, and an administrative representative will be present for the drawing. Any prior year ties will be drawn by October of each year.
 - 3) Part time seniority prior to September 1, 2007 will be granted at the same rate as full time staff. After September 1,

2007, all part time seniority will be prorated based upon percentage of employment calculated by the number of periods worked in a day divided by the total number of periods in a workday.

- E. Recall shall be done in inverse order of reduction with teachers on continuing contracts with most seniority being offered re-employment first, then limited contracts with the most seniority being recalled. Recall shall be to a vacancy for which the individual is properly certified. No new employees may be hired until laid off employees have been offered the position and have rejected the offer, or are removed from recall list as outlined below.
 - 1. Employees who are suspended due to reduction-in-force after January 1, 1990, who are on continuing contracts, shall be retained on the recall list indefinitely. Teachers who are on limited contracts shall remain on the recall list for twenty-four (24) months (the beginning of the third year) from the date of the reduction-in-force
 - 2. An employee may be removed from the recall list if he/she: a) waives his/her recall rights in writing; b) resigns; c) fails to accept recall to a position for which he/she is certified within fourteen (14) days of notification; or d) fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
 - 3. The employee who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.
 - 4. All recall notices to the employee and acceptance notices to the superintendent shall be mailed by certified mail, with knowledge of receipt provided, or by hand delivery.
- F. Rights While on Suspension
 - 1. If recalled, the individual shall return with the same seniority level, and total sick leave accumulation as on the last day of employment.
 - 2. The employee shall have the right to any of all insurance benefits for a period of eighteen (18) months, in full accordance with COBRA.

ARTICLE X NON-RENEWAL PROCEDURES

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

ARTICLE XI LEAVES

A. Sick Leave Accumulation: Each member of the bargaining unit who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay each year. This sick leave shall be awarded in the following manner:

1. Each bargaining unit member shall accrue 1.25 days sick leave per month totaling 15 (fifteen) days per year.
2. Certified/licensed employees who are less than full time may accrue sick leave days on a pro-rata basis based on the number of hours worked.
3. Bargaining unit members may be advanced a maximum of five (5) days per year which will reduce future sick leave accrual. If a member leaves the district prior to repaying advanced sick leave days, his/her final pay will be reduced by his/her per diem rate for the remaining unpaid days.
4. Unused sick leave shall be cumulative (at the previous stated rate of 15 days per year) up to three hundred twenty (320) days. After the three hundred twenty (320) day limit is reached, no sick leave will accumulate. Any bargaining unit member with a balance greater than three hundred twenty (320) days as of September 1, 2010 will maintain that balance without further accumulation minus any usage.
5. The Treasurer's Office will notify all employees monthly of their accumulated sick leave status. Notifications shall be made on employee's paycheck stub.

B. Sick Leave

1. A teacher may be absent from regular duties because of personal illness for the following reasons: personal illness, pregnancy, injury, and exposure to contagious disease. A teacher may be required to submit a doctor's excuse after using five (5) consecutive days of sick leave.

2. Absence because of illness or injury in the immediate family shall be granted and charged against accumulated sick leave. The immediate family is interpreted to include:
 - 1) Permanent residents living in the quarters used by the school employee
 - 2) Parents and in-law parents
 - 3) Spouse
 - 4) Children of employee or spouse
 - 5) Sisters, brothers, grandchildren, and grandparents of the employee
3. The administration shall approve use of sick leave in units as small as one-half (1/2) day.
4. The Board of Education, upon written request of a teacher, shall grant a leave of absence without pay, for a period of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

C. Bereavement Leave

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

Permanent residents living in the quarters used by the school employee, parents and in-law parents, spouse, children of employee or spouse, sisters and brothers, sisters-in-law and brothers-in-law, nieces, nephews, first cousins, grandchildren, grandparents of employee or spouse, and/or aunts and uncles of employee or spouse.
2. Employees may use sick leave for additional bereavement leave.
3. Bargaining unit members shall be excused should they desire to attend the memorial service of a current McDonald student or a current bargaining unit member with no loss of pay.

D. Parental Leave/Adoption Leave

1. A bargaining unit member shall be granted parental/adoption leave without pay and benefits for the

remainder of the school year in which a request is applied for and up to one (1) year thereafter. Written notice shall be given to the Superintendent at least forty (40) days prior to the date of expected parental leave.

2. Upon return to work, the employee shall have priority in reassignment to a vacancy for which he/she is qualified under his/her certificate/license, but shall not have prior claim to the exact position they had before the leave of absence became effective. The school system will have discharged its responsibilities under the policy after the individual has been declared eligible for re-employment.
3. All benefits shall be reinstated upon return to work; however, he/she shall not advance in increments unless he/she taught at least one hundred twenty (120) days of the school year in which the leave commenced.

E. Family Medical Leave Act (FMLA): The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. If an employee takes a leave granted under this Article for a reason covered by the FMLA, the leave shall be administered under the provisions of the FMLA.

F. Personal Leave: All teachers except casual substitutes shall annually be granted three (3) days of unrestricted personal leave with pay on a non-cumulative basis. Personal leave will not be used the day before or the day after a holiday, unless approved by the administration. Unrestricted means no reason is necessary. Teachers will file a personal leave form for the Treasurer's use prior to the personal leave. Unused personal leave days shall be converted to sick leave days at the end of each school year. Use of personal leave days may be limited to six (6) teachers per day per building.

G. Professional Leave

1. A teacher shall be granted a leave of absence for one (1) year for education purposes. Requests shall be submitted to the Superintendent prior to July 1.
2. No leave of absence for other work shall be granted to an educational employee except in such cases where the Board determines that such work will increase the effectiveness of the individual in the system in his/her school responsibilities.

H. Assault and Work-Related Disability Leave: The Board will grant assault leave of up to a maximum of thirty days to an employee who is absent due to a physical disability resulting from a physical attack, or work-related injury accepted by Worker's Compensation. The granting of this leave is subject to the following limitations.

1. The physical attack or disability must occur on school property or at a school activity.
2. If the attack or injury occurs at other than the above places, it must be related directly to an action or decision made by the teacher in the course of performing Board of Education or Administrator assigned duties.
3. A teacher or a member of the immediate family claiming this leave must make application on the Board of Education forms.
4. The personnel so injured must present proper written proof to the Superintendent that they are under the care of a physician for such injury.
5. Assault and work-related disability leave granted under rules adopted by the Board shall not be charged against sick leave earned or earnable under this agreement.
6. The teacher agrees to reimburse the Board for days of leave from benefits related to the absences received from Worker's Compensation. Said benefits are only those paid to the teacher for the absences from work.

I. Return from Leave

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

J. Sick Leave Bank

1. Establishment

- a. A mandatory Sick Leave Bank will be established. Each bargaining unit member will contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the first pay period of September. The Treasurer's Office of the McDonald Board of Education will note on the paycheck stubs when a sick leave day is contributed to the Bank. The donated day is not returnable.
- b. When the Bank exceeds two hundred fifty (250) days, only new employees must contribute five (5) days to the Sick Leave Bank over five years.
- c. During the year, additional days may be donated by bargaining unit members upon the agreement of the Sick Leave Bank Committee.
- d. If the Bank falls below two hundred twenty-five (225) days, members will automatically begin donating one day per year beginning the following school year.
- e. At no time shall the sick leave bank exceed three-hundred and sixty-six (366) days.

2. Operational Procedures

- a. Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member, spouse, or children. A doctor's statement is required with the application in order to be considered.
- b. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days. Members may not use days in the Sick Leave Bank to extend parental leave.
- c. All applications for withdrawal from the Bank shall be in writing, shall be verified with the Committee, and may be submitted in behalf of an employee by another person when necessary because of the incapacity of the employee.
- d. Any withdrawal shall be in full day units in increments of no less than five (5) nor more than thirty (30) days.

Separate requests are to be made for each increment thereafter. The maximum number of days any member can use for one (1) illness, injury or complications thereof shall be one hundred eighty-three (183).

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

3. Sick Leave Bank Committee

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

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

Treasurer of the Board

Two (2) bargaining unit members from the elementary school

Two (2) bargaining unit members from the high school

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

- c. One of the four bargaining unit members will be selected to act as chairperson of the SBC.
- d. Should a vacancy occur on the SBC, the President of MEA shall appoint a replacement for the vacant position.
- e. The SBC will be responsible for developing forms needed to operate the Sick Leave Bank.

K. Employee Rights

- 1. Employees who are absent on sick leave pursuant to this Article XI shall have the same rights while on leave and upon return from leave as other employees who are on sick leave for reasons other than those covered by this

article. Likewise, employees who are absent on unpaid leave pursuant to Article XI shall have the same rights while on leave and upon return from leave as other employees who are absent on unpaid leave pursuant to Section 3319.13 of the Ohio Revised Code.

2. Employees on unpaid leave may continue at their own expense any or all insurance coverage provided employees by this contract for up to twelve (12) months. The cost of the insurance coverage shall be at the same rate as that paid by the Board for the same coverage. Thereafter, employees are eligible for COBRA coverage.

ARTICLE XII SEVERANCE PAY

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

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

ARTICLE XIII TUITION

Tuition Reimbursement: The McDonald Board of Education shall allocate ten thousand dollars (\$10,000.00) per school year for tuition reimbursement. The funds shall be distributed on a first-come, first-served basis. The Board shall pay seventy-five dollars

(\$75.00) per quarter hour, and one hundred dollars (\$100.00) per semester hour for credit courses taken up to the stated maximum. Once the cap is met for any school year, members may re-submit requests previously not granted the following school year with priority given during the month of September.

ARTICLE XIV PAYROLL

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

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

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

- B. Other Payroll Deductions: The McDonald Board of Education shall provide a payroll deduction plan for teachers for the following items: Tax-Sheltered Annuities, Life Insurance above the amount of such Board-paid Insurance, Hospitalization, Cancer Insurance, Credit Union, Professional Dues, Income Protection Plan, Ohio Tuition Trust, and Internal Revenue Code (IRC) Section 125 Plan. Authorized payroll deductions will begin fourteen (14) days following notification of the treasurer of the district.
- C. The treasurer shall, when authorized on the basis of individually signed authorization cards, deduct the United Teaching Professional dues from the pay of every such authorizing member of the bargaining unit and pay such dues to the

treasurer of the Association. The deductions shall be in 24 equal payments beginning in September and ending in August.

- D. Jury Duty: Any regular employee who is required to be absent from duty to perform jury service or is subpoenaed by the court to give testimony in a case to which the employee is not a party during his/her scheduled work period will be paid the difference between his/her remuneration as a member of the jury (less transportation costs) or witness and his/her regular contractual salary.

ARTICLE XV INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

B. Eligibility:

1. Effective July 1, 2008, the Board shall provide hospitalization, major medical, and dental insurance policies for each full-time bargaining unit members (183 day/7hr. per day salaried position) in accordance with the Trumbull County Schools Insurance Consortium. The hospitalization and major medical shall be provided through the Trumbull County Schools Insurance

Consortium Plan Design except for the following provisions: Those employees who work less than three and one half (3.5) hours per day shall not be eligible to participate in district provided hospitalization, major medical, vision and dental insurance policies. Employees working between three and one half (3.5) four (4) and seven (7) hours per day shall be eligible to participate on a pro-rated board share basis.

2. All employees must comply with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.

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

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

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

3. Dental insurance will be 90% Board paid, 10% employee paid full-time employees. Vision will be 100% paid by the Board for full-time employees.
4. Any member of the Association, who is on a Board approved leave of absence shall have the right to participate in any of the contract insurance benefits. If a member opts to participate in an insurance benefit program, he/she shall pay the insurance premium amount to the McDonald School District's treasurer on a monthly basis, prior to the fifteenth (15th) day of the preceding

month to be insured. Employees on leaves of absence will not be eligible for rebates.

- C. Section 125 Plan: The Board shall contract with a Third Party Administrator (TPA) for Internal Revenue Code (IRC) Section 125 benefits for employees. There shall be no initiation or sign up fees for employees who choose to use this option. Employee contributions under Section 125 will be made by payroll deduction.
- D. Life Insurance: The Board shall provide each full-time bargaining unit member (183 day salaried position) a paid group life insurance policy in the amount of \$50,000 for the duration of this contract. Additional amounts of insurance may be purchased at the expense of each member in accordance with and subject to the insurance carrier's policy.

ARTICLE XVI TEACHER APPRAISAL

Part I.

- A. Teaching Employees Covered: Part I of this Article XVI applies to any person employed under a teacher's license or a professional teacher's certificate in accordance with law and who spends at least fifty percent (50%) of his or her time providing student instruction. Part I of this Article XVI does not apply to substitute teachers.
- B. Credentialed Evaluators: The evaluators shall be the relevant building Principal or the Superintendent; provided, however, that the District's Special Education Supervisor may evaluate special education personnel. Each teacher evaluation conducted under this Article XVI shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) who holds a credential established by the Ohio Department of Education (ODE) for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. For those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure, the teacher's immediate supervisor shall be the person responsible for assessing the teacher's performance. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. Not later than

September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

C. Student Growth Measures Committee:

1. The Association and the Board hereby establish a standing joint committee (the SGM Committee) for the sole purpose of developing, approving, maintaining, assessing, reviewing, and suggesting changes to the Student Growth Measures (SGMs) the District uses and providing professional development on SGMs for the employees of the District.
2. The SGM Committee shall be comprised of two (2) Association members appointed by the MEA President with the approval of the MEA Executive Committee, an administrator appointed by the Superintendent, and the Superintendent or his/her designee. The terms of Association members shall be for a period of no less than the term of this contract, unless a member leaves the District, retires, requests that the Association removes him/her from the SGM Committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the Association. At the conclusion of the Association member's term, the Association will appoint a successor.
3. The SGM Committee shall be chaired jointly by a member designated by the Association and a member designated by the Superintendent. Members will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become reasonably necessary for the SGM Committee. All decisions of the SGM Committee shall be achieved by consensus. In the event that a consensus cannot be reached, the prevailing determinations of the SGM Committee shall remain in effect until changed in accordance with the provisions of this Section C. The SGM Committee shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed by the unanimous consent of the members of the SGM Committee. The cost, if any, of

the services of such consultants shall be borne by the District.

D. Evaluation Timeline and Requirement:

1. All Teachers

- a. Subject to the provisions of Subsection 2 of this Section D, District administrators shall conduct an evaluation of each teacher subject to this Article XVI at least annually. Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) continuous minutes each. All teacher evaluations shall be completed by the first day of May, and each teacher subject to this Article XVI shall be provided with a written copy of the evaluation results by the tenth day of May. In addition, District administrators shall perform not less than one (1) walkthrough.
- b. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

2. Accomplished Teachers

- a. The Board elects to evaluate a teacher receiving an effectiveness rating of 'Accomplished' on the teacher's most recent evaluation conducted pursuant to this Article XVI once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.
- b. The Board elects to evaluate a teacher receiving an effectiveness rating of 'Accomplished' on the teacher's most recent evaluation conducted pursuant to this Article XVI, via one formal observation, provided the teacher completes a project that has been approved by the Board to

demonstrate the teacher's continued growth and practice at the Accomplished level. The teacher must submit a proposed project to the Superintendent no later than October 1 for the Superintendent to obtain the necessary Board approval.

3. Observations

- a. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by December 31. The second formal observation shall be completed by May 1. Notwithstanding the foregoing, for the first year of the contract, there shall be one (1) formal observation which shall be completed by May 1. Teachers shall not receive a formal observation on a day before or after any of the following: a holiday or any break from scheduled school days (excluding weekends).
- b. All formal observations may be preceded by a pre-observation conference between the evaluator and the teacher. A post-observation conference may be held after each formal observation. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed at the post-observation conference. At the post-observation conference teachers shall be provided in writing one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards for purposes of remediation.
- c. All formal observations shall be announced, and the District administrator shall use reasonable efforts not to disrupt or interrupt the classroom learning environment.

4. Criteria for Performance Assessment. A teacher's performance shall be assessed based on the tools specified in Section F. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and any walkthroughs as specified in this contract. All monitoring

or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence. In implementing performance assessments, no teacher performance information shall be collected by video or audio devices, unless mutually agreed by the teacher and the evaluating supervisor.

- E. Assigning an Effectiveness Rating: Each evaluation will result in an effectiveness rating of 'Accomplished,' 'Skilled,' 'Developing,' or 'Ineffective.' An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to Teacher Performance and fifty percent (50%) will be attributed to multiple measures of Student Growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by the ODE is incorporated herein.

The Board shall annually submit to the ODE, in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

- F. Calculating Teacher Performance: Teacher Performance is evaluated through formal observations and walkthroughs. Fifty percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:
1. Understanding student learning and development and respecting the diversity of the students they teach;
 2. Understanding the content area for which they have instructional responsibility;
 3. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance, and involvement.

The Superintendent/designee has developed, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance. The tools are aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric. Those tools are as follows:

1. Formal evaluations.
2. Not less than one (1) walkthrough.
3. May include a preconference and/or post conference in connection with any formal evaluation.
4. May include a Professional Improvement Plan using the forms attached as Appendix C and/or a Professional Growth Plan using the form attached as Appendix D, in each case as necessary.

G. Calculating Student Growth Measures: For purposes of the Ohio Teacher Evaluation System (OTES), 'Student Growth' means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-Level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures.

1. Teacher-Level Value-Added: 'Value-Added' refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.

2. ODE-Approved List of Assessments: Assessments, if utilized by the District, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to Student Growth Measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally-Determined Measures: For courses of instruction in which neither Teacher Level Value-Added Data nor ODE-Approved Assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by October 30.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 1. The SGM committee shall review and approve all submitted SLOs by October 31. Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies by November 1, with a timeline for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined by the approved SGMs. Teachers shall submit all SGM results to his/her evaluator by April 1.

The percentages the District will attribute to Teacher-Level Value-Added, ODE-Approved Assessments, and Locally-Determined Measures are as follows:

1. For teachers teaching courses for which Teacher-Level Value-Added Data is available, (a) the percentage attributable to Teacher-Level Value-Added Data will equal $1 \times$ the quotient of (i) the number of courses for which Teacher-Level Value-Added Data is available taught by the teacher and (ii) the number of courses

taught by the teacher and (b) the percentage attributable to other than Teacher-Level Value-Added Data will be determined as provided in paragraph 2.

2. For teachers teaching courses for which Teacher-Level Value-Added Data is not available for any courses taught, percentage options will be calculated from the following options:

- (a) Vendor Assessment (if applicable) – ten percent (10%);
- (b) Shared Attribution – ten percent (10%); and/or
- (c) Student Learning Objectives (created by the teacher and approved by a Student Learning Objectives committee) – thirty percent (30%) (if Vendor Assessment not applicable – forty percent (40%)).

In the calculation for student academic growth, any student who is absent 1) fifteen (15) or more times from any nine (9) week course, 2) thirty (30) or more times from any semester course or 3) sixty (60) or more times from any year course will not be included.

Data from these multiple measures will be scored on five levels in accordance with guidance from the ODE and this agreement and converted to a score in one of three levels of student growth: 1) 'Above;' 2) 'Expected' and 3) 'Below.'

For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data from the same grade level, subject matter, or age level. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year in conjunction with the teacher performance rating from the current year. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum 2 weeks, depending on the academic calendar in use.

H. Professional Growth and Improvement Plans: Teachers must develop professional growth or improvement plans based on the ODE Evaluation Matrix.

1. Above-Expected levels: Teachers who meet Above-Expected levels of student growth must develop a Professional Growth Plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The Professional Growth Plan will be in the form attached as Appendix D.
2. Expected levels: Teachers who meet Expected levels of student growth must develop a Professional Growth Plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The Professional Growth Plan will be in the form attached as Appendix D.
3. Below-Expected levels: Teachers who meet Below-Expected levels of student growth must comply with a Professional Improvement Plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The Professional Improvement Plan will be in the form attached as Appendix C.

Professional growth and SGM-driven improvement plans for a school year shall be developed not later than September 30th. Professional growth and SGM-driven improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.

An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth. The SGM-driven improvement plan shall include specific performance expectations, resources, and assistance to be provided, timelines for the completion of the plan and monetary, time, material, and human resources reasonably necessary to realize the expectations set forth in the plan.

I. Finalization of Evaluation:

1. Written Report: Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle:

- a. The summative evaluation of a teacher shall be based upon SGMs resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the formal observations and walkthroughs that are conducted for the current school year.
- b. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- c. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- d. The evaluation report shall be completed by May 10, signed by both parties, and filed with the Superintendent.
- e. The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating ('Accomplished,' 'Skilled,' 'Developing' or 'Ineffective') aggregated by teacher preparation programs) and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.
- g. The District will give the teacher one (1) copy of the evaluation report, which will be the Final Summative Rating of Teacher Effectiveness. The Final Summative Rating of Teacher Effectiveness will be in the form attached as Appendix E.
- h. The District shall submit the final summative rating of teacher effectiveness to the ODE by May 30th.

3. Response to Evaluation: The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

J. Retention and Promotion Decisions: The Board will use the procedures set forth in Article X in making retention and promotion decisions.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. For purposes of this Section J, any teacher who has received an effectiveness rating of 'Accomplished,' 'Skilled' or 'Developing' on an evaluation shall be deemed to have 'comparable evaluations.'

K. Removal of Poorly-Performing Teachers: Teachers of core subjects earning a rating of Ineffective for two (2) of the three (3) most recent school years who pass all written examinations of content knowledge selected by ODE shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete the professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

Teachers of core subjects earning a rating of Ineffective for two (2) of the three (3) most recent school years who fail any of the written examinations of content knowledge selected by ODE may be removed as determined by the Superintendent.

Teachers of subjects other than core subjects earning a rating of Ineffective for two (2) of the three (3) most recent school years shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete the professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

The Board will use the procedures set forth in Article X for purposes of removing poorly-performing teachers.

L. Professional Development:

1. The Board shall provide training on the teacher evaluation procedure, including recalibration of

evaluation ratings annually. Such training shall address the evaluation standards and rubrics, tools, processes, and methodology, including the use of student growth data.

2. Teachers shall be provided with access to trainers for purposes of SGM training. All trainers shall successfully complete the state-approved training requirements for SGM trainers. Updates to SGM trainings and group professional development shall occur on not less than an annual basis. Teachers shall receive reasonable ongoing support and training to enable them to develop, use and score SGMs.
3. The Board's plan for the allocation of financial resources to support professional development has been developed in consultation with District administrators and teachers and shall be as provided in Article XIII.

Part 2.

The provisions of this Part 2 will apply to all non-OTES members of the bargaining unit.

- A. The responsibility for the content and completion of the Official Performance Report rests primarily with the building principal and shall be based on first-hand observations of the teacher's performance. The principal may request counsel with appropriate administrative personnel on these procedures.
- B. Limited contract teachers shall be evaluated consistent with ORC 3319.111.
- C. All tenured bargaining unit members shall receive at least one (1) evaluation each third year following at least one thirty (30) minute in-classroom observation of the teacher's performance by the building principal or by an administrator holding certification/licensure. The in-class observations shall be conducted between September 15 and April 1 and the written evaluation given to the teacher within ten (10) days of the in-class observation.
- D. The principal or administrator who conducted the observation shall meet with the teacher to discuss the evaluation. Should deficiencies be identified in the written evaluation, the evaluator shall make specific written recommendations for correcting deficiencies. Copies of the evaluations shall be given to the teacher prior to the meeting between the principal

and the teacher. Evaluations and recommendations shall be given to the Board no later than April 10, of each year.

- E. The primary goal of evaluation is the individual growth and development of each professional staff member. It cannot only provide a critique of teacher's performance but also actions to improve it. The appraiser-teacher relationship should be one of mutual trust, confidence, and non-threatening in nature. Every educator has the right to the assurance that all evaluation of his/her performance shall be conducted openly with his/her full knowledge and awareness.
- F. The evaluation procedures set forth above are the sole evaluation procedures utilized by this district in the evaluation of bargaining unit members, said evaluation procedures shall specifically supersede the evaluation procedures set forth in Revised Code Section 3319.11.

ARTICLE XVII COMMUNITY AND PROFESSIONAL ACTIVITIES

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

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

**ARTICLE XVIII LOCAL PROFESSIONAL DEVELOPMENT
COMMITTEE**

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

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

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

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

D. Terms of Office:

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

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

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

- G. Training: Each LPDC member shall also participate in professional development designed to prepare them for the role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

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

ARTICLE XIX SCHEDULED SALARIES

- A. The term "years of experience" as used in the Salary Schedule shall mean years employed as a teacher by the Board provided that the Board shall give new teachers credit for teaching experience in other districts and shall also give credit to such teachers for up to five (5) years military service in accordance with Section 3317.13 of the Ohio Revised Code. Placement on the salary schedule shall be calculated beginning with the number of years of continuous service to the District in the appropriate column. A year of teaching service consists of a year in which the teacher taught one hundred and twenty (120) days under contract. A partial year of eight or more full months military service shall count as a year of service. Notwithstanding any other provision of this agreement, following the approval of this agreement by each of the Board and the Association but in no event later than December 31,

2013, the Board shall cause to be paid to each member of the bargaining unit subject to this contract a one-time payment of five hundred dollars (\$500.00) (the 'Payment'). The Payment will be made in accordance with the customary payroll policies of the District and will be subject to all state, federal and local withholding and any other applicable taxes.

- B. Salary Schedule Placement: The Board will pay employees in accordance with their training and experience at the annual rates specified in the indexed salary schedules attached.
 - 1. Employees with less than a bachelor's degree or a bachelor's degree shall be paid on the BA column.
 - 2. Employees with a bachelor's degree that have earned fifteen (15) semester hours, twenty-two and one-half (22.5) quarter hours or forty-five (45) continuing education units (C.E.U.'s) or a combination thereof after earning a bachelor's degree shall be placed on the BA + 15 column. The hours earned may be graduate, undergraduate or a combination of both.
 - 3. After receiving a bachelor's degree, employees that have earned thirty (30) semester hours or forty-five (45) quarter hours, or 90 CEU's or a combination thereof, or with a master's degree, shall be paid on the BA+30/MS column.
 - 4. After receiving a Master's degree, employees that have earned fifteen (15) semester hours or twenty-two and one-half (22.5) quarter hours, or a combination thereof shall be paid on the MS+15 column.
 - 5. After receiving a Master's degree, employees that have earned thirty (30) semester hours or forty-five (45) quarter hours, or a combination thereof shall be paid on the MS+30 column.
- C. A salary adjustment due to a change in experience or training level requires that the employee notify the treasurer by the submission of a transcript prior to September 15 of the appropriate contract year.
- D. The base salary on the teachers' indexed salary schedule to be effective September 1, 2013 for 1.00 (Step 0, B.A. Column) shall be \$31,567 for the first year of the contract, \$32,435 for the second year of the contract and \$33,327 for the third year of the contract. (This represents a 2.75%/2.75%/2.75% increase)

E. Extra-Curricular Activities:

1. All teachers holding supplemental positions shall be paid in accordance with the new Supplemental Salary Schedules for 2013-2016 attached as Appendix B. The base salary on which all supplemental pays are based shall be in accordance with the appropriate base for the school year identified in Appendix "A."
2. All Extra-Curricular Activity vacancies shall be posted within thirty (30) days of an employee's final day of service for an extra curricular activity. All Extra-Curricular Activities shall be filled within forty-five (45) days of the posting.
3. Notwithstanding the foregoing, the Board from time to time shall be permitted to pay stipends ("Stipends") to volunteers ("Volunteers") in respect of certain extra-curricular activities (the "Activities"), in each case subject to the terms and conditions of this Agreement. The amount of any Stipend payable or paid to any Volunteer during any school year in all cases shall be less than the amount that is payable or would have been payable in respect of each corresponding Supplemental Position set forth on Appendix B, whether or not any such Supplemental Position is filled. The aggregate amount of Stipends payable or paid to all Volunteers during any one school year shall not exceed the aggregate amount of contributions actually received by the District from booster clubs for such related Activities in that given school year.

F. Employment of Retired Teachers:

1. Bargaining unit members eligible for STRS retirement may, upon recommendation of the Superintendent, be rehired subsequent to retirement under a one (1) year limited contract of employment. Notice of the intent to seek employment as a rehired retiree must be provided by the bargaining unit member to the Superintendent no later than April 1, so as to permit the District to comply with the notice procedures for the reemployment of a retiree as set forth under Ohio Revised Code Section 3307.353. Additionally, in order to be eligible for reemployment as a retiree, the bargaining unit member's retirement must be effective no later than May 31.

2. Any retired bargaining unit member employed by the Board, or any other retired teacher employed by the Board, is considered a bargaining unit member and subject to the terms of this Agreement, except as otherwise set forth herein. All such re-employed retirees are hereinafter referred to as 'rehired retirees' for purposes of this Article.
3. Rehired retirees shall be eligible for a maximum of two (2) consecutive (1) year limited contracts, unless the District is unable to hire a qualified teacher in the licensed area of need, in which instance the Board may, at its sole discretion, grant a rehired retiree additional one (1) year limited contract(s) under the terms and conditions set forth herein
4. Rehired retirees are eligible for all insurance benefits set forth under Article XV of this Agreement, under the same terms and conditions as are available to any other bargaining unit member.
5. A rehired retiree shall be paid at the Step 0 of the appropriate training column of the Salary Schedule, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the Salary Schedule based on additional years of service. Any Salary Schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
6. Seniority for rehired retirees will be zero (0) upon such re-employment and any subsequent re-employment under any provision of this Agreement. In the event the District needs to implement a Reduction in Force (RIF), rehired retirees shall, by areas of certification, be subject to a RIF before other members of the Association. Rehired retirees shall accrue seniority exclusively within the retire-rehire program. In the event two (2) or more rehired retirees, in the same area of certification, share the same seniority date within the program, they shall participate in the tie-breaker described in Article IX (D) (2) of the Agreement.
7. Notwithstanding the provisions of Ohio Revised Code Section 3319.08, rehired retirees shall not be eligible for continuing contract and are restricted to limited contracts of employment.

8. Rehired retirees are not eligible for any severance payments under Article XII, however, such teachers will accrue sick leave at a rate of 1¼ days per month worked. Sick leave will accumulate from year to year for rehired retirees. Rehired retirees shall not be eligible to participate in the sick leave bank set forth under Article XI (J).
9. Rehired retirees will be awarded one (1) year limited contracts of employment (per section A. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. Rehired retirees shall be eligible for contract renewal only upon the recommendation from the Superintendent. No performance evaluations shall be required for any rehired retiree, but such evaluations may be conducted at the discretion of the Superintendent. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.08, 3319.11 and 3319.111, and differs from the rights of other teachers contained within the terms of this Agreement.
10. Any teacher intending to be re-employed under this Article of the Agreement, shall at the time of submitting his/her resignation for the purpose of retiring into STRS, shall also resign from any supplemental contract he/she holds under the Agreement. The resulting vacancy for the supplemental contract shall be posted with the understanding that rehired retirees are eligible employment under a supplemental contract.
11. The parties expressly agree and fully intend this Article supersedes and takes precedence over the provisions of Ohio Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.
12. During the periods of re-employment, the retiree shall make contributions to STRS as required under Ohio law. These contributions fund a benefit that is payable the first of the month following the last day of reemployment, pursuant to the terms and conditions set by STRS and Ohio law.
13. In the event the Superintendent, in his or her sole discretion, believes that the conduct of a rehired retiree

rises to the level of cause sufficient to warrant contract termination, the Superintendent will notify the rehired retiree in writing, and schedule a meeting with the rehired retiree to discuss the basis for considering termination of the rehired retiree's contract. At this meeting the rehired retiree shall have the right to representation, and the opportunity to respond to the allegations. If after that meeting the Superintendent recommends termination of the rehired retiree to the Board, the Board shall vote upon that recommendation, with such action by the Board being final and binding.

Notwithstanding Article VIII (G) or any other section of this Agreement, any discipline or termination of a rehired retiree shall be final and not subject to the grievance procedure set forth at Article VI, or appeal to any court. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.16 and 3319.161, and differs from the rights of other teachers contained within the terms of this Agreement.

ARTICLE XX DISTRIBUTION

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

ARTICLE XXI DURATION

This contract shall be in effect from September 1, 2013, until August 31, 2016, and may be extended thereafter by mutual agreement. A new contract may be negotiated as provided in Article V, "Negotiation Procedures."

ARTICLE XXII COMPLETE AGREEMENT

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

exercise of that right and opportunity are set forth in the written provisions of this agreement.

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

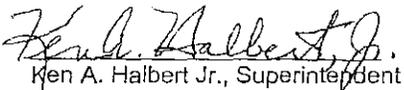
The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court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

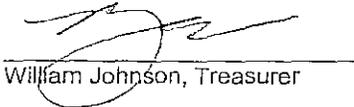
ARTICLE XXIII SIGNATURE PAGE

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this 11th day of March, 2014.

FOR THE BOARD


Thomas B. Hart, Board President

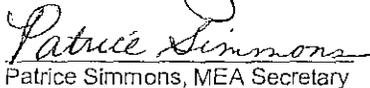

Ken A. Halbert Jr., Superintendent


William Johnson, Treasurer

FOR THE ASSOCIATION


Samantha Rozzo, MEA President


Kellie Bundy, MEA Vice President


Patrice Simmons, MEA Secretary

Additional team member for
the Board:

John Saganich

Additional team member for
MEA:

Dan Williams

McDONALD LOCAL SCHOOLS
September 1, 2013-August 3, 2014 SALARY SCHEDULE
 Base Salary: \$31,567

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA+30/MS</u>	<u>MS + 15</u>	<u>MS + 30</u>
0	\$31,567 1.000	\$33,145 1.050	\$34,724 1.100	\$36,302 1.150	\$37,880 1.200
1	33,145 1.050	34,692 1.099	36,397 1.153	38,070 1.206	39,743 1.259
2	34,724 1.100	36,239 1.148	38,070 1.206	39,743 1.259	41,416 1.312
3	35,986 1.140	37,786 1.197	39,743 1.259	41,416 1.312	43,089 1.365
4	37,375 1.184	39,332 1.246	41,416 1.312	43,089 1.365	44,762 1.418
5	38,827 1.230	40,879 1.295	43,089 1.365	44,762 1.418	46,435 1.471
6	40,311 1.277	42,426 1.344	44,762 1.418	46,435 1.471	48,108 1.524
7	41,795 1.324	44,068 1.396	46,435 1.471	48,108 1.524	49,781 1.577
8	43,278 1.371	45,520 1.442	48,108 1.524	49,781 1.577	51,454 1.630
9	44,762 1.418	47,066 1.491	49,781 1.577	51,454 1.630	53,159 1.684
10	46,246 1.465	48,613 1.540	51,454 1.630	53,159 1.684	54,863 1.738
11	47,729 1.512	50,192 1.590	53,159 1.684	54,863 1.738	56,568 1.792
12	49,213 1.559	51,770 1.640	54,863 1.738	56,568 1.792	58,273 1.846
13	50,697 1.606	53,348 1.690	56,568 1.792	58,273 1.846	59,977 1.900
14	52,180 1.653	54,927 1.740	58,273 1.846	59,977 1.900	61,682 1.954
15	53,664 1.700	56,505 1.790	59,977 1.900	61,682 1.954	63,260 2.004
20	55,148 1.747	58,083 1.840	61,682 1.954	63,260 2.004	64,965 2.058
25	56,726 1.797	59,662 1.890	63,260 2.004	64,965 2.058	66,670 2.112

McDONALD LOCAL SCHOOLS
September 1, 2014-August 3, 2015 SALARY SCHEDULE
 Base Salary: \$32,435

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA+30/MS</u>	<u>MS + 15</u>	<u>MS + 30</u>
0	\$32,435 1.000	\$34,057 1.050	\$35,679 1.100	\$37,300 1.150	\$38,922 1.200
1	34,057 1.050	35,646 1.099	37,398 1.153	39,117 1.206	40,836 1.259
2	35,679 1.100	37,235 1.148	39,117 1.206	40,836 1.259	42,555 1.312
3	36,976 1.140	38,825 1.197	40,836 1.259	42,555 1.312	44,274 1.365
4	38,403 1.184	40,414 1.246	42,555 1.312	44,274 1.365	45,993 1.418
5	39,895 1.230	42,003 1.295	44,274 1.365	45,993 1.418	47,712 1.471
6	41,419 1.277	43,593 1.344	45,993 1.418	47,712 1.471	49,431 1.524
7	42,944 1.324	45,279 1.396	47,712 1.471	49,431 1.524	51,150 1.577
8	44,468 1.371	46,771 1.442	49,431 1.524	51,150 1.577	52,869 1.630
9	45,993 1.418	48,361 1.491	51,150 1.577	52,869 1.630	54,621 1.684
10	47,517 1.465	49,950 1.540	52,869 1.630	54,621 1.684	56,372 1.738
11	49,042 1.512	51,572 1.590	54,621 1.684	56,372 1.738	58,124 1.792
12	50,566 1.559	53,193 1.640	56,372 1.738	58,124 1.792	59,875 1.846
13	52,091 1.606	54,815 1.690	58,124 1.792	59,875 1.846	61,627 1.900
14	53,615 1.653	56,437 1.740	59,875 1.846	61,627 1.900	63,378 1.954
15	55,140 1.700	58,059 1.790	61,627 1.900	63,378 1.954	65,000 2.004
20	56,664 1.747	59,680 1.840	63,378 1.954	65,000 2.004	66,751 2.058
25	58,286 1.797	61,302 1.890	65,000 2.004	66,751 2.058	68,503 2.112

McDONALD LOCAL SCHOOLS
September 1, 2015-August 3, 2016 SALARY SCHEDULE
 Base Salary: \$33,327

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA+30/MS</u>	<u>MS + 15</u>	<u>MS + 30</u>
0	\$33,327 1.000	\$34,993 1.050	\$36,660 1.100	\$38,326 1.150	\$39,992 1.200
1	34,993 1.050	36,626 1.099	38,426 1.153	40,192 1.206	41,959 1.259
2	36,660 1.100	38,259 1.148	40,192 1.206	41,959 1.259	43,725 1.312
3	37,993 1.140	39,892 1.197	41,959 1.259	43,725 1.312	45,491 1.365
4	39,459 1.184	41,525 1.246	43,725 1.312	45,491 1.365	47,258 1.418
5	40,992 1.230	43,158 1.295	45,491 1.365	47,258 1.418	49,024 1.471
6	42,559 1.277	44,791 1.344	47,258 1.418	49,024 1.471	50,790 1.524
7	44,125 1.324	46,524 1.396	49,024 1.471	50,790 1.524	52,557 1.577
8	45,691 1.371	48,058 1.442	50,790 1.524	52,557 1.577	54,323 1.630
9	47,258 1.418	49,691 1.491	52,557 1.577	54,323 1.630	56,123 1.684
10	48,824 1.465	51,324 1.540	54,323 1.630	56,123 1.684	57,922 1.738
11	50,390 1.512	52,990 1.590	56,123 1.684	57,922 1.738	59,722 1.792
12	51,957 1.559	54,656 1.640	57,922 1.738	59,722 1.792	61,522 1.846
13	53,523 1.606	56,323 1.690	59,722 1.792	61,522 1.846	63,321 1.900
14	55,090 1.653	57,989 1.740	61,522 1.846	63,321 1.900	65,121 1.954
15	56,656 1.700	59,655 1.790	63,321 1.900	65,121 1.954	66,787 2.004
20	58,222 1.747	61,322 1.840	65,121 1.954	66,787 2.004	68,587 2.058
25	59,889 1.797	62,988 1.890	66,787 2.004	68,587 2.058	70,387 2.112

McDONALD LOCAL SCHOOLS
SALARY SCHEDULE - EXTRA-CURRICULAR ACTIVITIES
 Effective September 1, 2013 through August 31, 2014 - BASE SALARY \$31,567

<u>TITLE</u>	<u>%</u>	<u>SALARY</u>	<u>TITLE</u>	<u>%</u>	<u>SALARY</u>
<u>ATHLETIC DIRECTOR</u>	0.24	\$7,576	<u>TRACK - BOYS</u>		
Asst. Athletic Director	0.05	1,578	Head Coach	0.11	\$3,472
			Asst. Head Coach	0.06	1,894
<u>BASEBALL COACH</u>			Jr. High Coach	0.05	1,578
Head Coach	0.11	3,472	<u>TRACK - GIRLS</u>		
Asst. Coach	0.06	1,894	Head Coach	0.11	3,472
<u>BASKETBALL - BOYS</u>			Asst. Head Coach	0.06	1,894
Head Coach	0.23	7,260	Jr. High Coach	0.05	1,578
Reserve Coach	0.13	4,104	<u>GOLF</u>		
Freshman Coach	0.11	3,472	Head Coach	0.09	2,841
8th Grade Coach	0.08	2,525	<u>BOWLING</u>		
7th Grade Coach	0.08	2,525	Head Coach	0.09	2,841
5th & 6th Grade Coach	0.04	1,263	<u>BAND</u>		
<u>BASKETBALL - GIRLS</u>			Director	0.15	4,735
Head Coach	0.23	7,260	Asst. Director	0.11	3,472
Reserve Coach	0.13	4,104	Pep Band Director	0.03	947
8th Grade Coach	0.08	2,525	Drama Club Advisor	0.07	2,210
7th Grade Coach	0.08	2,525	Elem. Patrol Advisor	0.03	947
5th & 6th Grade Coach	0.04	1,263	Elem. Music Program	0.03	947
<u>CHEERLEADER</u>			per semester		
Varsity Coach	0.10	3,157	Jr. Class Advisor	0.06	1,894
Jr. High Coach	0.05	1,578	Sr. Class Advisor	0.07	2,210
<u>CROSS COUNTRY BOYS</u>			Student Council Advisor	0.05	1,578
Head Coach	0.11	3,472	NHS Advisor	0.06	1,894
Jr. High Coach	0.05	1,578	Yearbook Advisor	0.13	4,104
<u>CROSS COUNTRY GIRLS</u>			Swim Club Advisor	0.13	4,104
Head Coach	0.11	3,472	Intervention, Deletion, Substitution and Overflow		
Jr. High Coach	0.05	1,578	Classes		
<u>FOOTBALL</u>			Any class period counts as 1 hour -		\$18.50 /Hr
Head Coach	0.23	7,260	Time in excess of 1 hour paid in .25 increments		
Asst. Varsity Coach (3)	0.13	4,104	and must be approved by building level principal.		
Freshman Coach (1)	0.13	4,104	Increments: 1-15 min	0.25	
Jr. High Coach (2)	0.08	2,525	16-30 min	0.50	
<u>PHYSICAL FITNESS COACH</u>	0.09	2,841	31-45 min	0.75	
<u>SOFTBALL COACH</u>			45-60 min	1.00	
Head Coach	0.11	3,472	Teacher Mentor		
Asst. Coach	0.06	1,894	a. Add'l mentees up to 2, \$250 each		\$500
<u>TENNIS COACH</u>			b. Up to 3 total mentees		
Head Coach	0.11	3,472	c. If more than 3 mentees per bldg,		
			add'l mentors may be hired		
			High School Academic Advisor	0.03	947
			Elementary Academic Advisor	0.03	947
			(Prep Bowl)		

McDONALD LOCAL SCHOOLS
 SALARY SCHEDULE - EXTRA-CURRICULAR ACTIVITIES
 Effective September 1, 2014 through August 31, 2015 - BASE SALARY\$ 32,435

<u>TITLE</u>	<u>%</u>	<u>SALARY</u>	<u>TITLE</u>	<u>%</u>	<u>SALARY</u>
<u>ATHLETIC DIRECTOR</u>	0.24	\$7,784	<u>TRACK - BOYS</u>		
Asst. Athletic Director	0.05	1,622	Head Coach	0.11	\$3,568
<u>BASEBALL COACH</u>			Asst. Head Coach	0.06	1,946
Head Coach	0.11	3,568	Jr. High Coach	0.05	1,622
Asst. Coach	0.06	1,946	<u>TRACK - GIRLS</u>		
<u>BASKETBALL - BOYS</u>			Head Coach	0.11	3,568
Head Coach	0.23	7,460	Asst. Head Coach	0.06	1,946
Reserve Coach	0.13	4,217	Jr. High Coach	0.05	1,622
Freshman Coach	0.11	3,568	<u>GOLE</u>		
8th Grade Coach	0.08	2,595	Head Coach	0.09	2,919
7th Grade Coach	0.08	2,595	<u>BOWLING</u>		
5th & 6th Grade Coach	0.04	1,297	Head Coach	0.09	2,919
<u>BASEKTBALL - GIRLS</u>			<u>BAND</u>		
Head Coach	0.23	7,460	Director	0.15	4,865
Reserve Coach	0.13	4,217	Asst. Director	0.11	3,568
8th Grade Coach	0.08	2,595	Pep Band Director	0.03	973
7th Grade Coach	0.08	2,595	Drama Club Advisor	0.07	2,270
5th & 6th Grade Coach	0.04	1,297	Elem. Patrol Advisor	0.03	973
<u>CHEERLEADER</u>			Elem. Music Program	0.03	973
Varsity Coach	0.10	3,244	per semester		
Jr. High Coach	0.05	1,622	Jr. Class Advisor	0.06	1,946
<u>CROSS COUNTRY BOYS</u>			Sr. Class Advisor	0.07	2,270
Head Coach	0.11	3,568	Student Council Advisor	0.05	1,622
Jr. High Coach	0.05	1,622	NHS Advisor	0.06	1,946
<u>CROSS COUNTRY GIRLS</u>			Yearbook Advisor	0.13	4,217
Head Coach	0.11	3,568	Swim Club Advisor	0.13	4,217
Jr. High Coach	0.05	1,622	Intervention, Detention, Substitution and Overflow		
<u>FOOTBALL</u>			Classes		
Head Coach	0.23	7,460	Any class period counts as 1 hour -		\$18.50 /hr
Asst. Varsity Coach (3)	0.13	4,217	Time in excess of 1 hour paid in .25 increments		
Freshman Coach (1)	0.13	4,217	and must be approved by building level principal.		
Jr. High Coach (2)	0.08	2,595	increments:		
<u>PHYSICAL FITNESS COACH</u>	0.09	2,919	1-15 min	0.25	
<u>SOFTBALL COACH</u>			16-30 min	0.50	
Head Coach	0.11	3,568	31-45 min	0.75	
Asst. Coach	0.06	1,946	45-60 min	1.00	
<u>TENNIS COACH</u>			Teacher Mentor		
Head Coach	0.11	3,568	a. Add'l mentees up to 2, \$250 each		\$500
			b. Up to 3 total mentees		
			c. If more than 3 mentees per bldg,		
			add'l mentors may be hired		
			High School Academic Advisor	0.03	973
			Elementary Academic Advisor	0.03	973
			(Prep Bowl)		

Professional Improvement Plan

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: ____/____/____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement

List specific areas for improvement as related to the <i>Ohio Standards for the Teaching Profession</i> . Attach documentation.		
Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated: ___/___/___

Teacher's Signature: _____ Date: ___/___/___

Evaluator's Signature: _____ Date: ___/___/___

The evaluator's signature on this form verifies that the proper procedures as detailed in the board policy have been followed.

Professional Improvement Plan Evaluation

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: ___/___/___

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken:

Improvement is demonstrated and performance standards are met to a satisfactory level of performance.*

The Improvement Plan should continue for time specified: _____

Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: ___/___/___

Evaluator's Signature: _____ Date: ___/___/___

The evaluator's signature on this form verifies that the proper procedures as detailed in the board policy have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities and support the teacher by providing resources (e.g., time, financial).

<u>Annual Focus</u>	<u>Date</u>	<u>Areas for Professional Growth</u>
These are addressed by the evaluator as appropriate for this teacher.	Record dates when discussed	Supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<p><i>Goal 1: Student Achievement/Outcomes for Students</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

_____/_____/_____
 Evaluator Signature Date Teacher Signature Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- How did the instructional strategies address all students' learning needs?
- How did the lesson engage and challenge students of all levels?
- How were developmental gaps addressed?
- Why is it important to provide varied options for student mastery?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- What resources/materials were used in instruction?
- How was technology integrated into lesson delivery?
- How did students show ownership of their learning?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- How did the environment support all students?
- How were different grouping strategies used?
- How was safety in the classroom ensured?
- How was respect for all modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How did you check for understanding during the lesson?
- What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- How did you ensure that students understand how they are doing and support students' self-assessment?
- How did you use assessment data to inform your next steps?
- Why is it important to provide specific and timely feedback?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

APPENDIX E

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating Using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
Final Summative (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

Check here if Improvement Plan has been recommended.

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

McDONALD LOCAL SCHOOL DISTRICT
APPRAISAL INSTRUMENT
BACKGROUND INFORMATION SHEET

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

10. Current Contract Status:

Assigned Limited Continuing
Substitute _____ Contract _____ Contract _____ Replacement

11. Professional Activities Engaged in During the Year:

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

Original: Principal
Copy: Appraiser
Copy: Superintendent

McDONALD LOCAL SCHOOL DISTRICT
OBSERVATION CHECKLIST

Name _____

Building _____

Subject/Grade _____

i. Classroom Observation Date _____ Time _____

Teacher Presentation of Lesson

Teaching Aids Used

___ Lecture Type	___ Question-Answer Type	___ Text	___ Chalk and Chalkboard
___ Student Reports	___ Group Work	___ Overhead Projector	
___ Teacher Working with Individual		___ Maps	___ Record Player
___ Silent Reading		___ Filmstrip	
___ Other _____		___ Other _____	

A. Teaching Performance

S NI N/A

1. Effective planning and presentation of lesson	___	___	___
2. Encourage pupil participation	___	___	___
3. Holds pupils' attention	___	___	___
4. Tries to motivate students	___	___	___
5. Uses positive approach toward students	___	___	___
6. Shows enthusiasm for material being taught	___	___	___
7. Assignments are clear, concise, and relevant	___	___	___
8. Techniques suitable to grade and/or subject	___	___	___

B. Classroom Management

1. Has effective control	___	___	___
2. Appearance of room is conducive to the educational process	___	___	___

II. Professional Qualities

A. Is punctual	___	___	___
B. Cooperates with staff	___	___	___
C. Cooperates with administration	___	___	___
D. Records and reports are kept up to date	___	___	___
E. Knows and follows school board policies & procedures	___	___	___
F. Knows and follows administrative policies, building regulations, & supplemental contract policies	___	___	___
G. Works cooperatively with parents	___	___	___
H. Fosters good school - community relations	___	___	___

III. Personal Qualities

A. Personal appearance is conducive to the educational process	___	___	___
B. Displays positive attitude toward school environment	___	___	___
C. Demonstrates effective written and oral communication	___	___	___

**McDONALD LOCAL SCHOOL DISTRICT
TEACHER APPRAISAL REPORT**

Name _____
Building(s) _____
Subject/Grade _____

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

I. Classroom Observation

A. Teaching Performance: _____

Recommendations: _____

B. Classroom Management: _____

Recommendations: _____

II. Professional Qualities: _____

Recommendations: _____

III. Personal Qualities: _____

Recommendations: _____

IV. General Comments (Optional): _____

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

Date of Conference

Appraiser's Signature

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

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

Teacher's Signature

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is entered into by and between the McDonald Local Board of Education (the "Board") and the McDonald Education Association (the "MEA"), and constitutes a modification and amendment of the August 2, 2010 Collective Bargaining Agreement between the parties (the "CBA").

WHEREAS, Appendix B of the CBA ("Appendix B") provides the Salary Schedule for Extra-Curricular Activities, including Supplemental Positions that currently are not being filled;

WHEREAS, from time to time the Board has entered into supplemental contracts for no compensation with volunteers (the "Volunteers") in respect of certain extra-curricular activities (the "Activities") provided in the McDonald Local School District (the "District");

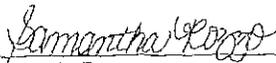
WHEREAS, from time to time certain booster clubs for extra-curricular provided in the District have expressed a desire to provide economic support for the Activities, including providing funds for stipends for Volunteers ("Stipends"); and

WHEREAS, the Board and the MEA desire to provide a framework pursuant to which Stipends may be paid to Volunteers.

In consideration of the mutual promises and consideration contained herein, the parties agree as follows:

1. The Board from time to time shall be permitted to pay Stipends to Volunteers subject to the terms and conditions of this MOU.
2. The amount of any Stipend payable or paid to any Volunteer during any school year in all cases shall be less than the amount that is payable or would have been payable in respect of each position set forth on Appendix B, including any Supplemental Positions that currently are not being filled.
3. The aggregate amount of Stipends payable or paid to all Volunteers during any one school year shall not exceed the aggregate amount of contributions actually received by the District from booster clubs for Activities in that given school year.
4. The effective date of this MOU shall be January 1, 2012.

MCDONALD EDUCATION
ASSOCIATION


Samantha Rozzo
MEA President

MCDONALD LOCAL BOARD OF
EDUCATION


Jack Dugan
President

Dated: December 10, 2012

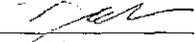
Dated: December 17, 2012

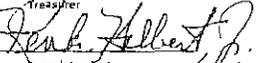
Certificate
(O.R.C. 5705.412)

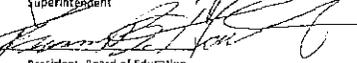
IT IS HEREBY CERTIFIED that the McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment or expenditure for the above and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which when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

Dated: 11-25-13

McDONALD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 
Treasurer

BY: 
Superintendent

BY: 
President, Board of Education

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