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**NEGOTIATED AGREEMENT  
BETWEEN THE**

**MADISON  
EDUCATION ASSOCIATION**

**AND THE**

**MADISON LOCAL  
BOARD OF EDUCATION**

**August 15, 2014 - August 15, 2015**

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BETWEEN THE  
MADISON EDUCATION ASSOCIATION  
AND THE  
MADISON LOCAL BOARD OF EDUCATION  
for the  
2014-2015 School Year

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## DEFINITION OF TERMS

The following words, as used throughout this document, shall have the meaning as listed below unless the context plainly requires otherwise:

<b>"Accumulated Sick Leave"</b>	a combination of the sick/personal leave days accumulated by an Association member prior to the current school year and those which may be advanced during the current school year
<b>"Board"</b>	the Board of Education of the Madison Local School District
<b>"Collaboration"</b>	scheduled time to allow staff members to work in teams to address clearly defined, achievable, relevant and useful goals that are cooperatively planned between teachers and the administrative teams
<b>"Day"</b>	a calendar day, excluding any holiday as defined in ORC §1.14
<b>"District"</b>	the Madison Local School District
<b>"Entry Year Teacher"</b>	a teacher (EYT) who has a two-year provisional license
<b>"Grievance"</b>	an alleged violation, misinterpretation, or misapplication of this Negotiated Agreement
<b>"Grievant"</b>	a teacher, group of teachers, or the MEA
<b>"Growth Plan"</b>	a written plan designated by the administration (with the collaboration of the affected teacher, if desired) to improve the teacher's performance to meet the Board's expectations
<b>"Growth Plan Mentor"</b>	a teacher who agrees to provide assistance for a teacher working under a growth plan
<b>"Hourly Rate"</b>	the total amount which shall be paid for each hour of an elementary teacher's emergency assignment and for each classroom period of a middle school or high school teacher's emergency assignment
<b>"Hours"</b>	college-level coursework completed and applied to placement on their teachers' salary schedule, and calculated as semester hours
<b>"IEP"</b>	an individual education program established for special education students in accordance with state and federal statutes and regulations.
<b>"Immediate Family"</b>	a father, mother, sister, brother, spouse, child, grandparent, grandchild, in-law, or any other relative living in the same household.
<b>"MEA"</b>	the Madison Education Association

<b>"Mentor"</b>	a teacher who agrees to work with an Entry Year Teacher in accordance with program requirements of the ODE
<b>"Negotiated Agreement"</b>	the professional negotiations agreement by and between the Board and the MEA
<b>"ODE"</b>	the Ohio Department of Education
<b>"ORC"</b>	the Ohio Revised Code
<b>"PDC"</b>	the district-level professional development committee established by this Negotiated Agreement
<b>"Posting Date"</b>	the day on which an open position is first communicated to staff, either through e-mail, inter-office mail or postal service
<b>"Pre-K Teacher"</b>	Certified/licensed teachers of special needs students of ages 3-5 (prior to kindergarten)
<b>"Principal"</b>	the principal of the school to which a teacher is assigned
<b>"Reason"</b>	the objective and empirical evidence used by the Board, the administration and the MEA to reach a decision or conclusion
<b>"§"</b>	a section citation
<b>"SERB"</b>	the State Employment Relations Board
<b>"STRS"</b>	the State Teachers' Retirement System
<b>"Superintendent"</b>	the Superintendent of Schools of the Madison Local School District
<b>"Teacher"</b>	a member of the bargaining unit, whether or not the member's assignment is as a classroom instructor
<b>"Transfer"</b>	the reassignment of a teacher to a teaching assignment in a different certification area at the secondary level; to a teaching assignment in a different grade at the elementary level after internal assignments are made in the affected building; or to a different building
<b>"Treasurer"</b>	the Treasurer of the Madison Local School District
<b>"USC"</b>	the United States Code
<b>"Vacancy"</b>	a current or projected opening (other than reassignments due only to changes in enrollment) in a certificated teaching position which the Board intends to fill

## **ARTICLE I – PROCEDURAL AGREEMENT**

### **A. Recognition**

The Board recognizes the MEA as the sole and exclusive bargaining representative of all teachers in the bargaining unit for the purpose of arriving at contractual agreements on wages, hours, fringe benefits, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Negotiated Agreement. The bargaining unit shall consist of the following Board hired employees:

K-12 certificated licensed teachers

Pre-K-12 Certificated Licensed Intervention Specialists

Speech and Language Pathologists

Guidance Counselors

School Psychologists

Librarians

Tutors

The Board shall not subcontract bargaining unit member positions as defined above through the Educational Service Center.

Members of the bargaining unit hereinafter shall be collectively referred to as bargaining unit members.

Specifically excluded from the bargaining unit shall be the Superintendent, Assistant Superintendents, Treasurer, Principals, Assistant Principals, Board office administrators, and casual, day-to-day substitutes. Tutors shall be included in the bargaining unit, but shall be subject only to the following exception:

Tutors shall be employed, depending upon need, on a year-to-year basis under a one (1) year limited contract which shall expire automatically at the conclusion of the last day of the school year for students without prior written notice of nonrenewal unless the Board acts to renew the contract on or before June 30.

This recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with ORC §4117.

### **B. Procedures**

1. A written request for negotiations will be submitted by the MEA to the Superintendent no earlier than March 15 or later than sixty (60) days prior to the contract expiration date of the year in which the Negotiated Agreement expires. A copy of the request shall be submitted to the SERB. The Board will also be able to request negotiations and bring items to the table.

2. Meetings

a. A meeting between the negotiations teams of the MEA and of the Board will be scheduled for a mutually satisfactory time within ten (10) work days after the receipt of the written request for negotiations or upon a mutually satisfactory later day. Each negotiations team shall be limited to eight (8) members plus one (1) observer, including the chief negotiator.

- b. The first meeting shall be used to accomplish the following purposes: [1] to identify the negotiations teams and their chief negotiator or spokesperson; [2] to determine a mutually agreeable meeting place; [3] to establish a schedule for discussion; [4] to discuss such matters as may be necessary to facilitate meaningful and good faith negotiations; and [5] to exchange initial bargaining proposals in Negotiated Agreement form language so that, if adopted, they could be immediately placed into the Negotiated Agreement without further editing. After this exchange, no new topics can be submitted by either side except by written, mutual agreement. The exchange of initial proposals may be made in advance of the first meeting by mail or by meeting of each team's chief negotiators upon the mutual agreement of the Board's and MEA's negotiations teams.
          - c. Negotiations sessions shall be closed to the press and the public. With advance notice to the other negotiations team, either team may have expert consultation or expert testimony presented from persons not identified as negotiations team members.
          - d. Normally, negotiations sessions will be scheduled not to conflict with the school day. If mutually deemed necessary by the parties, sessions may be held during the school day, in which case team members will be released for negotiations without loss of pay or benefits.
          - e. Each side shall bargain in good faith. Good faith means the obligation of the MEA, and its designated representatives, and the Board, and its designated representatives, to have a desire to reach a negotiations agreement upon those matters being negotiated. This obligation does not compel either party to agree to a proposal.
          - f. This section will be tolled until the completion of the statutory challenge procedure noted in §A, above, if a challenge is initiated. The initial meeting provided by §B[2][a] of this section will then be scheduled within ten (10) work days following SERB determination of the results of the election, provided this recognition and the Negotiated Agreement contained herein are to continue.
3. When final agreement is reached between the two negotiations teams, the total Negotiated Agreement shall be reduced to writing and submitted to the membership of the MEA for approval and acceptance within thirty (30) days of the final agreement. If the MEA approves and accepts the written agreement, it shall then be submitted to the Board for final ratification and adoption at the next Board meeting. Upon acceptance and ratification, the Negotiated Agreement will be signed by the Board President, MEA President, Board Treasurer, MEA Treasurer, Superintendent and/or Board Chief Negotiator, and MEA Chief Negotiator.

### **C. Mediation**

1.
  - a. In the event that agreement cannot be reached on issues submitted to the bargaining process or thirty (30) days prior to the expiration date of the Negotiated Agreement—whichever comes sooner—either negotiations team may request the services of a mediator to assist in resolving any/all remaining negotiation items. The requesting party shall notify the other team and make a direct request for assistance from the Federal Mediation and Conciliation Service, subject to its rules and regulations. If a Federal Mediator is not available, or at the parties' mutual option, a private mediator may be employed. The parties may mutually agree to an alternate procedure.

- b. The Federal Mediator is recognized to have full authority to set the time, place, and date of all mediation sessions and may set whatever other rules and regulations he/she deems necessary.
- 2. Mediation sessions may be held during the school day. Team members will be released for negotiations without loss of pay or benefits.
- 3. All costs will be shared equally by both parties.
- 4. When final agreement is reached through these impasse procedures, it shall be subject to the provisions of §B[3] of this section.

**D. General Provisions**

- 1. Upon request and within a reasonable period of time, the Board shall furnish the MEA whatever available public information, as defined by ORC §149.43, that the MEA considers helpful in representing the bargaining unit.
- 2. The impasse procedures set forth above constitute the parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in ORC §4117.14.

**E. Mutual Respect of Parties**

The Board and MEA agree to respect the responsibilities each has to itself and to the other in matters found within this Negotiated Agreement. The Board retains and reserves unto itself, without limitation, all powers, duties and responsibilities conferred upon and vested in it by the constitutions of the United States and the State of Ohio and all applicable statutes, and shall enjoy their free exercise in its actions, judgments and discretion, except only as limited by the specific and express terms of this Negotiated Agreement. The MEA shall retain and reserve unto itself its duties to the profession of education and its role on behalf of its members as provided and governed by law or the terms of this Negotiated Agreement.

**ARTICLE II – MEA RIGHTS AND RESPONSIBILITIES**

- A. The MEA shall be authorized to use the district's email system, mail facilities and the teachers' mailboxes to conduct Association business consistent with Board policy.
- B. The Superintendent or designee shall designate reasonable space on a bulletin board in each building for the general use of the MEA, when possible, the bulletin board shall be located in an area readily accessible to and normally frequented by teachers.
- C. The MEA shall be permitted to use school buildings, school facilities, and equipment when they are not in use for other purposes, and at a time and place that does not interfere with normal and other scheduled use, at no cost.
- D. The Superintendent shall provide, without cost, once per meeting, the MEA President with two (2) copies of the Board agenda and all addenda when it is provided to the Board. The Treasurer shall provide materials as are specifically requested. Additionally, all of the aforementioned items will be emailed to all bargaining unit members no later than the day of the Board meeting.
- E. A copy of current Board policies and this Negotiated Agreement will be maintained on-line. The Treasurer will send all Board policy changes to the MEA President no later than five (5) business days following Board action. The Board shall provide each teacher with a copy of this Negotiated Agreement, plus an additional twenty (20) copies to the MEA President for Association use, within

forty-five (45) days after its ratification or fifteen (15) days after the teacher's duties begin. The costs of producing the Negotiated Agreement will be shared equally by both parties.

- F. Any change in a current job description or creation of a new job description [both to include supplemental positions] shall be done only after consultation with MEA.
- G. The names, addresses, phone numbers and building assignments of all teachers, and the names, addresses and phone numbers of school administrators and Board members shall be supplied to the MEA no later than September 30 of each year. A teacher may request that his/her phone number be unlisted; however, the unlisted number shall be provided to the Board office for school-related business use.
- H. A duly authorized representative of the MEA, not assigned duties by the Board at the time, may be free to visit school buildings for MEA business. The MEA representative shall sign in at the office of the visited school. The express permission of the building principal or designee is required before the MEA representative may confer with a teacher assigned to that building, unless it is during the teacher's duty-free lunch period or other student non-contact time.

**I. Right to Fair Share Fee**

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of teachers who elect not to become or to remain members of the MEA, a fair share fee for the MEA's representation of such non-members during the term of this Negotiated Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the MEA's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the MEA, shall be transmitted by the MEA to the Treasurer on or about September 15 of each year during the term of this Negotiated Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the MEA.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for teachers employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed teachers, or until all challenges are resolved.

b. Upon Termination of Membership During the Membership Year

Upon notification from the MEA that a member has terminated membership, the Treasurer shall commence the deduction of the fair share fee with respect to the former member and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Treasurer shall accompany each such transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The MEA represents to the Board that an internal rebate procedure has been established in accordance with ORC §4117.09(C), that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher who does not join the MEA, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the MEA for an advance reduction/rebate of the fair share fee, pursuant to the internal procedure adopted by the MEA.

7. Indemnification of Employer

The MEA on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that

- a. The Board shall give a ten day written notice of any claim made or action filed against it as employer by a non-member for which indemnification may be claimed;
- b. The MEA shall reserve the right to designate counsel to represent and defend the Board as employer;
- c. The Board agrees to:
  - i. Give full and complete cooperation and assistance to the MEA and its counsel at all levels of the proceeding;
  - ii. Permit the MEA or its affiliates to intervene as a party if it so desires; and/or
  - iii. Not oppose the MEA or its affiliates' application to file briefs *amicus curiae* in the action.
- d. The Board acted in good fair compliance with the fair share fee provision of this Negotiated Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**J. Unpaid Dues**

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken out of subsequent pays, half per pay, until such time as the unpaid dues are caught up. The Board Treasurer and the MEA Treasurer shall

consult one another to confirm the amount the bargaining unit member has not paid for the month(s) in question.

**K. Teacher Professional Organization (TPO)**

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, Grievance Chair and other positions as designated by the Association. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for all costs associated with above stipends.

**ARTICLE III – TEACHER EMPLOYMENT**

**A. Employment Practices**

1. All teachers as defined in Article I shall be direct employees of the Board and members of the MEA bargaining unit.
2. As a condition of employment, every teacher employed by the Board shall have at least
  - a. A bachelor's degree from an accredited college or university; and
  - b. A current provisional or higher certificate or a current license issued by the ODE or application on file at the ODE by June 30 unless otherwise provided by law.

Each newly employed teacher under a conditional contract shall satisfy all statutory requirements for a criminal background records check as a condition precedent for full employment under a limited contract.

3. Residence in the District is strongly encouraged by the Board.

**B. Teaching Contracts**

**1. Limited Contracts**

- a. A new teacher to the District shall receive a one (1) year limited contract.
- b. At the expiration of a one (1) year limited contract, a rehired teacher shall be granted a one (1) year limited contract.
- c. At the expiration of the second, one (1) year limited contract, a rehired teacher shall be granted a one (1) year limited contract.
- d. At the expiration of the third, one (1) year limited contract, a rehired teacher shall be granted a two (2) year limited contract every renewal thereafter, unless they become eligible for a continuing contract.
- e. Effective with contract renewals for the 2014-15 school year, those teachers currently serving under a one (1) year limited contract for more than two (2) years shall be automatically awarded a two (2) year limited contract.

A bargaining unit member eligible for a multi-year limited contract may request in writing, and shall be granted a lesser number of year contract so long as the teacher makes written application for a lessor contract no later than March 1.

2. **Continuing Contracts**

- a. In order to qualify for continuing contract status, the individual teacher must:
  - i. Receive the recommendation of the principal based upon the performance evaluations and other known data in the teacher's personnel file;
  - ii. Have taught three (3) out of the past five (5) years in the District or two (2) years if the teacher possessed a continuing contract in another Ohio public school district; and
  - iii. Possess or qualify for proper ODE certification or licensure.
- b. It is the individual teacher's responsibility to give written notice to the Superintendent of expected eligibility for continuing contract status by March 1 of the school year in which the Superintendent may recommend a continuing contract to the Board for approval. Otherwise, the Board may renew or non-renew the teacher's limited contract at its April meeting without considering the possibility of eligibility for a continuing contract.
- c. When a limited contract teacher provides timely written notice of expected eligibility for and meets the qualifications for it, the Superintendent shall recommend approval by the Board. If the Board approves, a continuing contract shall be issued, effective immediately. Otherwise, a decision on the teacher's contract status shall be deferred until the following April.

3. Teacher contracts and annual salary notification will be based upon the school calendar duly adopted by the Board. The Board may be required to alter the calendar to comply with state law or to respond to emergency conditions or acts of God.

4. Each newly employed teacher shall be issued a written individual contract of conditional employment pending the completion of a criminal background records check which verifies that the teacher has met all statutory conditions precedent for employment. Upon such verification, the teacher shall be issued a written individual limited contract for full employment.

5. Written individual contracts shall include the following information:

- a. Name of the teacher and name of the Board;
- b. Type of contract (conditional, limited or continuing);
- c. Annual compensation and placement on the salary schedule;
- d. Starting and ending date of contract;
- e. Provision that the teacher abide by all provisions and requirements of:
  - i. the job description;
  - ii. Board policies, rules and regulations;
  - iii. this Negotiated Agreement; and

- iv. provisions of law and regulations; and
  - v. Provision for signatures and dates.
6. Pursuant to ORC §4117.10, this section of the Negotiated Agreement shall take precedence over and supersede ORC §§3319.11 and 3319.111.

**C. Supplemental Contracts**

- 1. In filling supplemental contract position vacancies, the Board shall offer positions in the following manner:
  - a. The position shall be posted for seven (7) days and first be offered to qualified certificated/licensed employees in the district.
  - b. If the Board does not receive any acceptance from teachers qualified to fill the position, then the Board shall advertise the position as being available to a qualified non-certificated/non-licensed person. In filling a vacancy in this manner, the Board's employment motion shall state that the position was offered and advertised as described above, and that no qualified certificated/ licensed person has accepted the position.
  - c. The Board reserves the right to re-employ (for one (1) or more years). All current non-certificated/non-licensed head coaches and advisors who held a supplemental contract for the 2009-2010 school year without first offering the position held by that individual to employees of the district who are certificated/licensed. Any break in continuous service will nullify this provision.
- 2.
  - a. Prior to the start of a position, all teachers who agree to assume additional responsibilities shall be granted additional compensation for them and shall be given a written contract that is in addition to the regular contract. Each supplemental contract shall be a one (1) year limited contract, unless otherwise extended by the Board upon the recommendation of the Superintendent, unless notified within thirty (30) days of the conclusion of the season, performance, or activity, said contracts shall roll over to another one (1) year agreement. Any supplemental contract filled by a non-bargaining unit member shall be reposted each year.
  - b. Written supplemental contracts shall include the following information:
    - i. Name of the teacher and name of the Board;
    - ii. Starting and ending date of contract;
    - iii. Assignment;
    - iv. Amount and method of compensation;
    - v. Provision that the teacher abide by all provisions and requirements of:
      - a. the job description;
      - b. Board policies, rules and regulations;
      - c. this Negotiated Agreement; and

- d. provisions of law and regulations; and
    - vi. Provision for signatures and dates.
- 3. The listing of all positions for which supplemental contracts are issued and the salaries paid for these positions are part of this Negotiated Agreement. Job descriptions for all supplemental contracts will be posted on the district website. The Board is not required to fill any or all of the supplemental contracts listed in Appendix B.
- 4. Each teacher holding a written supplemental contract shall be provided with a performance evaluation within thirty (30) days after the end of the season or the contracted duties. The evaluation method and procedure shall be determined by the Superintendent or designee after consultation with the MEA, but shall not be subject to the provisions provided elsewhere in this Negotiated Agreement for teacher evaluation. For evaluations of assistant coaches and advisors, the head coach or advisor, as applicable, shall give input to the evaluating administrator.

The teacher shall be notified by the appropriate administrator within fifteen (15) days of a known performance deficiency or complaint that would impact the individual's ability to continue the position.
- 5. Following the evaluation, anticipated vacancies for supplemental contract positions for the succeeding contract year shall be posted within thirty (30) days of the conclusion of the sport season or activity. Postings for fall, winter and spring sports positions may be held until all positions for the season may be posted together.
- 6. At the request of the teacher holding a supplemental contract, supplemental salaries shall be paid according to one of the two following plans:
  - a. In a separate lump sum payment not later than the first pay period following the completion of the supplemental contract; or
  - b. In equal installments combined and paid with regular earnings.

**D. Redistricting**

In the event that new buildings are built or grade levels reassigned to different buildings, the Board agrees to meet with the MEA to discuss and develop the redistricting and reassignment process.

**E. Reduction in Force**

- 1. If a reduction in the teacher force becomes necessary, a committee comprised of one MEA member from each building and Board designees shall oversee the process outlined below. The Board agrees to meet and confer with the Association leadership to discuss a potential reduction in force.
- 2. Whenever it becomes necessary to implement a reduction in the teacher force, reduction procedures based upon seniority shall be implemented in the areas of certification or licensure unless the Board demonstrates that it is necessary to use other criteria to achieve educational goals which could not otherwise reasonably be met by reductions based upon teachers' seniority and certification or licensure areas. Pursuant to H.B. 153, when conducting a RIF, the Board will suspend contracts in accordance with the superintendent's recommendation, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have

comparable evaluations. For purposes of RIF only, for the 2013-2014 school year, the parties agree that all teachers will be considered to have "comparable evaluations."

All teachers except those excluded from recognition in this Negotiated Agreement and those who are included but who have been nonrenewed or terminated for reasons other than a reduction in force are covered by the procedures specified below.

The Board of Education shall act on all continuing contracts prior to the implementation of a Reduction in Force.

3. Within each affected area of certification or licensure, reductions not achieved through attrition shall be accomplished by laying off teachers, in reverse order of seniority, who are employed under limited contracts and then, if necessary, by suspending those employed under continuing contracts, except as otherwise provided in this section.
4. Exceptions to preference for retention based on seniority may be made under circumstances described in §1 of this section or when they are necessary to comply with state and federal laws relating to employment matters.
5. Teachers laid off due to a reduction in force shall be so notified in writing. Their names shall be placed upon a recall list in reverse order of layoff. A copy of the list shall be given to the MEA President. A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which that teacher is or has become certificated or licensed before the next teacher lower on the recall list is recalled, except as otherwise provided in this section and before any new employee is hired for the position.
6. The Board shall provide notice of recall by mail sent under a certificate of mailing to the last address given by the teacher to the Board. It is the responsibility of the teacher to provide a current mailing address to the Board.
7. Teachers on the recall list shall remain eligible for reemployment in accordance with §6 of this section for the next two (2) contract years following layoff. Teachers who are offered but decline reemployment for a regular full-time teaching position for any reason other than employment under contract in another school district forfeit further rights to recall. Teachers employed under contract in another school district may be offered another open position which becomes available during the first two years their names are placed on the recall list. The acceptance or rejection of a part-time position does not limit a teacher's right to recall. A part-time teacher still on the recall list does not have transfer bidding rights.
8. A teacher on the recall list is eligible to retain group hospitalization benefits for up to two (2) years by making monthly premium payments to the District under Board policy governed by COBRA. A teacher who becomes employed under another group hospitalization plan loses all further eligibility for the District's group hospitalization coverage.

#### **F. Seniority**

1. Seniority shall mean the length of continuous employment in a bargaining unit position.
2. Bargaining unit members shall be placed on a seniority list. A bargaining unit member serving under a continuing contract will be placed at the top of the list, in descending order of seniority. A bargaining unit member serving under a limited contract will be placed on the list below continuing contract bargaining unit members, also in descending order of seniority. When a reduction in force is implemented, these seniority lists shall

govern matters of retention, layoff and recall, subject to the exceptions provided for in this section.

3. Teachers' seniority status will be maintained on lists by certification or licensure by grade-level or subject area, whichever is applicable.
4. Effective with the first day of the 2013-2014 school year, seniority shall accrue for all time a bargaining unit member is on active pay status or on the recall list.
5. Time spent on inactive pay status (unpaid leave or sabbatical) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
6. Bargaining unit members shall accrue seniority as follows:
  - a. 0 – 4 hours per day and at least 120 days per year equals one-half (1/2) year seniority.
  - b. More than 4 hours per day and at least 120 days per year equals one (1) year seniority.
7. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.
8. A bargaining unit member who leaves the bargaining unit of the Madison Local Schools to enter into the administrative or supervisory area of the Madison Local Schools shall have their seniority frozen at that point.
9. Equal Seniority
  - a. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.
  - b. At the time the tie occurs, ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:
    - i. The bargaining unit member with the first day worked in the District; then
    - ii. The bargaining unit member with the earliest date of system-wide employment (date of hire) as a bargaining unit member or a tutor; then
    - iii. Date of Board Action to employ the teacher; then
    - iv. The last four (4) numbers of each member's social security number. The member with the lowest number shall be considered the most senior.
10. Posting of Seniority List
  - a. Seniority lists shall be delivered to the Association President by November 1 of each work year indicating:
    - i. Number of years accrued;
    - ii. First day worked in the District;
    - iii. Date of system-wide employment;

iv. All areas of certification/licensure.

b. The seniority list will be maintained electronically, accessible only to District employees and updated by April 30.

11. Correction of Inaccuracies

Each bargaining unit member shall have right to advise the Superintendent or designee or its agents in writing of any specific inaccuracies which affect his/her seniority. The Superintendent or designee shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list.

12. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is discharged for just cause; or otherwise leaves the employment of the Board.

**G. Just Cause**

No bargaining unit member may be disciplined, non-renewed (after the third year of employment), terminated, or adversely evaluated (receive an ineffective rating) without just cause. The employee has the right to Union representation, of the employee's choosing, at any hearing or meeting related to discipline, adverse evaluation, non-renewal or termination.

**H. Termination of Contract**

The Board of Education may only terminate a contract with just cause and after following due process.

If reasonable evidence causes the Superintendent to recommend that the Board adopt a resolution of its intent to consider the termination of a teacher's contract, the teacher, his/her MEA representatives and the Superintendent may meet as soon as practicable upon the request of either the teacher or the Superintendent. The meeting's purpose will be to consider alternative disciplinary actions that may include, but not limited to suspension without pay, other form of monetary deduction or restitution, or resignation. A meeting request shall not operate to invalidate the due process procedure and/or other contractually or statutorily required protection of the teacher.

Any mutually agreed upon alternative to a disciplinary sanction or to termination proceedings shall have its terms reduced to writing and signed by the teacher, the MEA and the Superintendent. Upon receipt of the written agreement, the teacher shall have three (3) days to sign and return it to the Superintendent, or there will be no agreement. No alternative disciplinary action under this section shall be implemented without the teacher's signature on the agreement.

A teacher who receives written notice of the Board's intention to terminate his/her contract has the right to:

- i. Request a written statement which describes the circumstances leading to the decision to terminate at least fifteen (15) days prior to Board action;
- ii. Request a hearing with the Board prior to Board action.

Once the Board has taken action to terminate a contract, the teacher may at his/her option grieve the decision on both procedural and substantive due process and just cause grounds immediately to Step V of the Grievance Procedure.

The above procedure does not abridge the member's rights or the obligations of the Board and/or its designees under Ohio law generally, but does supersede the procedural portions of Ohio Revised Code Sections 3319.16 and 3319.161.

**I. Non-renewal**

In order to non-renew a teacher, the following must have been completed:

1. In the year in which the non-renewal occurs, a minimum of three (3) formal observations, four (4) informal "walkthrough" observations, and a final summative evaluation must have been completed by an administrator.
2. The written report of the results of the observations must include reasonable goals, recommendation for improvement, and how the teacher may obtain assistance.
3. A teacher who receives written notice of the Board's intention to nonrenew has the right to:
  - i. Request a written statement describing how the reasonable goals were not achieved;
  - ii. Request a written statement which describes the circumstances leading to the decision to non-renew;
  - iii. Request a hearing with the Board prior to Board action;
  - iv. Receive written notice of the Board's action to non-renew his/her contract on or before April 30.

For teachers with more than three (3) years of service in the District, once the Board has taken action to non-renew a teacher, the teacher may at his/her option grieve the decision on both procedural and substantive due process and just cause grounds immediately to Step V of the Grievance Procedure. A teacher must receive an 'ineffective' summative evaluation rating for three (3) consecutive evaluation cycles.

For teachers with less than three (3) years of service in the District, once the Board has taken action to non-renew a teacher, the teacher may at his/her option grieve the decision on procedural aspects of the non-renewal and evaluation process only.

The above procedure does not abridge the member's rights or the obligations of the Board and/or its designees under Ohio law.

**J. Progressive Discipline**

1. When a bargaining unit member is disciplined, a progressive discipline approach will be utilized. Any incident of willful misconduct and/or infraction of lawfully established Board rules will be referred to as an offense.
2. Disciplinary action shall be commensurate with the severity of the employee's offense.
3. Disciplinary Action Steps:
  - a. Step 1 - Oral reprimand
  - b. Step 2 - Written reprimand

- c. Step 3 - Suspension with pay
- d. Step 4 - Suspension without pay
- e. Step 5 - Termination

Any disciplinary action above Step 2 of this procedure may only be administered by the Superintendent, or the Assistant Superintendent.

Any non-renewal/termination (Step 5) may only be administered by the Board of Education.

**K. Due Process**

In the event of proposed discipline, the entity administering the discipline shall provide the employee with:

1. Detailed written notice of the alleged offense(s) including witnesses, dates, times and all other reasonable information so the member can reasonably respond to the allegations.
2. If the discipline is Step 1 or 2, the opportunity for a hearing before the individual administering the discipline.
3. If the discipline is Step 3 or 4, the opportunity for a hearing before the Superintendent, or the Assistant Superintendent.
4. If the discipline is Step 5, the opportunity for a hearing before the Board of Education.
5. The bargaining unit member will be given the opportunity to rebut the charges at the hearing and/or in writing within five (5) working days following the hearing.
6. Within seven (7) working days following the hearing and receipt of the written rebuttal, the entity administering the discipline will provide a written decision regarding the investigation which shall include the nature of the disciplinary action imposed, the dates of the implementation and a detailed explanation of the reasons for the discipline.

**L. Conditional Contracts**

The conditional employment contract of a teacher who does not meet employment requirements shall be immediately voided in accordance with ORC §3319.39. The teacher shall forfeit all contractual rights found in the Negotiated Agreement and waive all rights as found in ORC §3319.16 so long as the district can show, in writing, the failure of the teacher to meet the requirements of employment.

**M. Americans With Disabilities Act**

The Superintendent shall take appropriate steps to comply with the provisions of the Federal Americans With Disabilities Act (42 USC §12101 et seq.) consistent with this Negotiated Agreement.

**N. Reemployment of Retired Teachers**

1. The Board and MEA agree that members of MEA who retire under STRS from the District may be reemployed under the following conditions:
  - a. The District intends to rehire to fill the vacancy due to the retirement of the teacher.

- b. A "reemployed teacher" refers to any teacher employed after retirement into STRS.
  - c. To be eligible for reemployment, the teacher must submit an irrevocable letter of intent to retire and be rehired to the Superintendent on or before March 1.
  - d. To be reemployed, the teacher cannot have had any poor evaluations during the last three (3) years of employment within the district, must meet proper licensure requirements, and must be interviewed.
  - e. The reemployed teacher is eligible for a one (1) year limited contract for a maximum of five (5) years of employment.
2. A reemployed teacher will be placed at the BA level, Step 5 and shall not advance on the salary schedule.
3. A reemployed teacher will not resume nor earn continuing contract status. A reemployed teacher may be evaluated pursuant to Article XIV of this Negotiated Agreement.
4. A reemployed teacher shall receive all health benefits afforded by this Negotiated Agreement. Current insurance coverage will continue without interruption.
5. A reemployed teacher may not accrue additional STRS credit. The Board and the reemployed teacher shall make contributions to STRS that will fund a single-life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.
6. Seniority for a reemployed teacher returning to service will be zero (0) and remain at zero (0).
7. If the District RIF's positions in a department, the reemployed teacher will be the first to be RIF'ed and the last to be recalled. RIF'ed reemployed teachers will be recalled as per contract language.
8. Retired teachers will receive severance pay earned before being rehired. However, retiring teachers participating in the rehire program will not be eligible for the retirement incentive.
9. A reemployed teacher will not accumulate severance pay nor be eligible for the retirement incentive upon resignation.
10. A reemployed teacher will be eligible to accumulate sick leave. Sick leave shall commence at one-quarter (1/4) of the remaining days after severance days were paid.

Except as provided for above, the parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the O.R.C., the Ohio Administrative Code, and federal laws and regulations.

## ARTICLE IV – INDIVIDUAL RIGHTS

### A. Nondiscrimination

1. The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, age, or membership or non-membership in the MEA.
2. No reprisals shall be taken against a teacher by reason of his/her utilization of any procedure or activity provided in this Negotiated Agreement, nor on account of his/her membership or non-membership or position in the MEA.
3. The Board agrees that teachers have the right freely and without fear of reprisal to participate in professional and civic organizations for their personal benefit and interest so long as such activity does not interfere with their contractual obligations.

B. Within the recognized concept of Board and administrative rights and duties to provide for and to operate the District, to establish the curriculum, to require lesson plans which include objectives and procedures, and to exercise reasonable controls without hindrance, classroom teachers shall be free to teach according to the subject and students' level of understanding. It is the Board's strong position that students should be taught to think. Teaching children includes the teacher's responsibility to refrain from forcing his/her position upon students. This is the responsibility of all teaching professionals.

C. All teachers have the right to use the telephone for necessary personal or school business calls.

D. Teachers shall work under safe and healthy conditions and shall be afforded fair and equitable treatment.

E. The Board shall provide a faculty room in every building.

F. Teachers shall not use any form of tobacco on school property. Teachers shall take precautions to assure that their tobacco products are not within plain view of students.

G. Teachers and the Board shall be insured all rights and privileges granted in the state and national statutes and Constitutions.

H. In the event a non-resident teacher's children cannot attend school in the district under an open enrollment program, the Board shall permit that teacher's children to attend the district tuition-free and will honor requests for specific building placement.

## ARTICLE V – ABSENCES AND LEAVES

### A. Sick Leave

1. Sick leave credit shall accumulate at the rate of one-and-one-quarter (1-1/4) days per month and a maximum of fifteen (15) days per year.
2. A teacher's total accumulation of sick leave may not exceed three hundred sixty (360) days. A teacher may earn and accumulate sick leave while on sick leave.
3. A teacher shall be granted an advancement of up to eighteen (18) days sick leave, if needed, to be charged against the sick leave the teacher will subsequently accumulate out of the current individual contract.

4. Sick leave may be taken in one-quarter (1/4) day increments with contiguous planning time included in the calculation as follows:
  - a. 1.5 hours = 1/4 day
  - b. 3.0 hours = 1/2 day
  - c. 4.5 hours = 3/4 day
  - d. 6.0 hours = full day
5. A teacher transferring to the employ of the Board shall be credited with the unused balance of accumulated sick leave upon verification of such accumulation from the proper public employer, subject to the accumulation caps listed in §A[2] of this section.
6. Unused accumulated sick leave days shall be reported to each teacher by the Treasurer once each month with the first paycheck.
7. Accumulated sick leave shall be paid for absence due to the following and be reported on the Leave Request/Absence Report form (Appendix G):
  - a. Personal illness, injury, or doctor's appointment;
  - b. Exposure to contagious disease which could be communicated to children or other employees;
  - c. Illness, injury, or doctor's appointment in the teacher's immediate family;
  - d. Pregnancy-related disabilities;
  - e. Parental leave up to thirty (30) working days, including the following contingencies:
    - i. In the event that both parents are MEA members working for the Madison Local Schools, they may choose to take their parental leave consecutively; and
    - ii. When the birth/adoption occurs after the final working day of the prior school year, parental leave may be taken beginning with the first contract day of the school year;
  - f. Bereavement leave;
  - g. Required court appearance for which the teacher receives no compensation; or
  - h. Transaction of personal business
8. A teacher who knows in advance that it will be necessary to use sick leave should give the principal as much advance notice as possible of the anticipated period of time when sick leave will be used.
9. An employee that has exhausted all of his/her accrued sick leave and personal days, and has an illness or injury to himself/herself or a member of his/her immediate family may request bargaining unit members to donate days. The request for donation will be made directly to the Office of the Treasurer who will transmit the request to all members of the bargaining unit. A bargaining unit member, at his/her discretion, may donate sick leave or personal leave days directly to another bargaining unit member by submitting the donation form to the Office of the Treasurer by the deadline established in the original

notification. Any donated but unused days will be retained by the receiving bargaining unit member. Any bargaining unit member receiving STRS disability benefits or Worker's Compensation income replacement benefits shall not be eligible for this program.

**B. Professional Leave**

1. a. A teacher shall not be unreasonably denied leave with pay for attendance at meetings or conferences of an instructional nature or visitations that can be beneficial in improving his/her instructional abilities or advancing the educational mission of the District.
  - b. Teachers shall not be unreasonably denied attendance at such meetings or conferences when the topics relate to their normal instructional assignment, the school's continuous improvement plan or general educational issues or concerns.
  - c. Teachers who are delegates to state or national education association conventions or workshops will be granted limited leave to attend meetings and perform duties that cannot be performed at times other than normal school days.
2. Professional leave is to be granted on approval of the Superintendent based on timely prior application to the immediate supervisor. Disagreement by a teacher with the Superintendent's decision shall not be subject to the grievance procedure. Denial by the Superintendent shall include the reason(s) for the denial.

**C. Sabbatical Leave**

Upon the recommendation of the Superintendent, the Board may grant sabbatical leave, with compensation, to teachers who have completed seven (7) consecutive years in their professional assignment. The sole purpose of a sabbatical leave is for a teacher's self-improvement that will benefit the District. Sabbatical leave will be governed by the following regulations:

1. Leave may be granted for one (1) or two (2) full semesters, but not longer than one (1) school year.
2. Application for leave for professional study, travel, research, or professional improvement shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave shall be accompanied by an outline of the program of study or research to be pursued, or the scope and nature of the travel to be undertaken, or the proposals for professional improvement.
3. An applicant shall be notified by the Superintendent within thirty (30) days after presenting the application for sabbatical leave whether or not leave will be recommended.
4. The amount of compensation to be received by a teacher on sabbatical leave shall be equal to the difference between his/her salary and the salary of a replacement. The Superintendent shall seek a desirable, certificated or licensed replacement and shall maintain just consideration for the teacher on sabbatical leave within the spirit and intent of sabbatical leave. The teacher on sabbatical leave shall continue to be covered by his/her present health and life insurance policies for the duration of the leave. The Board shall continue to pay its share of these expenses during the period of the sabbatical leave.
5. Upon return from leave, the teacher's salary and fringe benefits shall be the same as he/she would have received had the period of his/her leave been spent in the District.

He/she shall be returned to the same position, if available, that was held at the time the leave commenced or to an equivalent position.

6. As a condition of approval for sabbatical leave for any professional growth, all teachers shall sign a written agreement either to return to service in the District for a period of at least three (3) years immediately following satisfactory completion of the program for professional improvement or to refund the Board all the compensation received during the period of leave.
7. No more than three (3) sabbatical leaves shall be granted to teachers during a school year.

**D. Unpaid Leaves of Absence**

1. Upon a form furnished by the Board, a teacher may make a request for an unpaid leave of absence for a period of one (1) year for educational, professional, child-rearing or medical purposes. A request for a second year of leave may be considered under special circumstances. Each request will be considered individually by the Superintendent and the Board. In order to apply for leave for reasons other than child-rearing or medical reasons, a teacher must have served three (3) or more years in the District. All such leaves for a duration of less than twelve (12) months length of time shall be counted as one (1) year.

The provisions of this Negotiated Agreement not contrary to the provisions of the federal Family and Medical Leave Act of 1993 (29 USC §§2601-2654) shall govern in instances of granting unpaid family and medical leave. It is understood that provisions may exist which are better than the provisions of the law.

2. Upon return from an approved leave of absence the teacher shall be entitled to reinstatement in his/her area(s) of certification or licensure and at the same contract status which was held prior to leave. This section shall not be interpreted as requiring the transfer of another teacher in order to make available a position for the returning teacher. Except in cases of medical leave, return from leaves of absence shall coincide with the beginning of a new semester.
3. A leave of absence does not break continuous seniority; however, a teacher does not earn seniority while on leave of absence.
4. A teacher ceases to accumulate sick leave while on a leave of absence, but is entitled to health benefits under the COBRA plan.
5. A person employed by the Board under ORC §3319.10 for a period of more than one hundred twenty (120) days as a replacement for a teacher on leave shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher, whichever occurs first, without prior written notice of nonrenewal. The provisions of ORC §§3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.

**E. Military Leave**

1. Any teacher who returns to duty upon being honorably discharged after leaving to serve in the armed forces shall resume the contract status held prior to entering the service. For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed forces of the United States shall be counted as though teaching service had been performed during that time.

2. Such a teacher released from the armed services shall be re-employed on the first day of the next semester if application is made prior to that date. The teacher shall be returned to a vacancy in his/her area(s) of certification or licensure.
3. Teachers on military leave for more than thirty-one (31) days by executive order of the President shall receive salary payments while on leave of the difference between the payroll cost of the salary amount of the teacher on military leave and the total actual payroll cost of the teacher employed to replace the teacher on leave. The calculation of this difference shall be determined by the Treasurer of the Madison Local School District, and it shall not be subject to the grievance procedures found in Article XIV of this Negotiated Agreement.

**F. Disability Retirement**

1. A teacher who was under contract when granted disability retirement and who has not resigned is on a leave of absence from his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by STRS within the five (5) year period, the teacher shall be restored to the same or similar position and salary not later than the next September.
2. At least fourteen (14) days prior to returning to work, the teacher must schedule an appointment with the Superintendent and present a doctor's certificate indicating ability to return to work.

**G. Court Attendance Leave**

Any teacher summoned to jury duty or required to appear in court on school related business shall continue to receive full salary and fringe benefits, provided that the teacher:

1. Reports daily to the office of the principal the schedule for the following day, including whether the teacher will be able to report to duty; and
2. Endorses any check or turns over to the Board any funds received from the court or the party issuing the subpoena.

**H. Assault Leave**

The Board will provide up to thirty (30) days assault leave for a teacher who is absent due to a physical or psychological disability or a court appearance resulting from an assault by a student which occurs in the course of the teacher's employment by the Board. The period of assault leave may be extended up to forty (40) days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the teacher's return to duty. The teacher will remain on full-pay status during the period of any such absence under the following provisions:

1. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
2. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.
3. Assault leave granted under these regulations shall not be charged as sick leave earned or earnable as leave granted under regulations adopted by the Board. The teacher shall promptly file a complaint with the appropriate authorities if the Superintendent or designee concludes that charges should be filed. In any case, the teacher, acting in a personal capacity, has the right to take whatever legal action is desired.

4. The teacher will cooperate fully in any legal or disciplinary action taken by the Board or administration as a result of the assault. Subject to the procedures of the court and as requested, the Superintendent or designee shall accompany and provide assistance to an assaulted teacher at related court appearances or other legal proceedings.
5. No teacher who receives Ohio Workers' Compensation benefits is eligible for continued use of assault leave days.

**I. Personal Leave**

1. Definition of Personal Leave: Time needed to take care of personal business or personal family obligations.
2. Bargaining unit members will be granted three (3) personal leave days per year and may be used in one-fourth (1/4) day increments.
3. Personal leave shall be submitted in advance, unless an emergency occurs.
4. Up to one (1) personal leave day shall be carried over to the next year and any remaining personal leave days will be converted to sick leave days at the end of each school year.

- J.** Teachers shall request use of leave on forms provided by the Board and shall certify that the information provided is true and accurate. Falsification of leave requests or records is grounds for disciplinary action, including termination of employment pursuant to ORC §§2921.13, 3319.141, 3319.16 and 3319.161.

## **ARTICLE VI – TEACHER DAYS AND HOURS**

- A.** The teacher's scheduled day shall not exceed seven (7) hours and thirty (30) minutes, begin no earlier than fifteen (15) minutes prior to the first instructional period and end no later than fifteen (15) minutes after student dismissal. The day includes an uninterrupted daily duty-free lunch period of no less than thirty (30) minutes excluding student passing time. Within the scheduled day:
1. Where the scheduled day permits, teachers shall remain on duty at least five (5) minutes after student dismissal to be available for a student or parent conference, student supervision, or necessary meetings with the administration or fellow teachers. Should meetings or conferences occur, they may occasionally extend beyond the teacher's scheduled day. Teachers may leave the building during student dismissal time to conduct personal or professional business upon obtaining prior approval of the principal.
  2. A "necessary" meeting is one called by the administration which is in the best interests of the District's educational programs. These meetings will be cooperatively planned by the principal and a teacher committee elected by the teachers at each building; be announced at least one (1) week in advance; be relevant to the educational issues affecting the teachers; be not longer than thirty (30) minutes in length or require teacher attendance beyond forty-five (45) minutes after student dismissal; and be organized by an agenda which shall be provided to the participants. Their purpose shall be to conduct necessary business or provide professional development opportunities. There shall be no more than nine (9) such meetings per school year and no more than two (2) in any given month. Additional meetings may be called as may be determined by the consensus of the teachers involved in their cooperative planning, except that teacher attendance at such additional meetings shall be voluntary.

3. An "emergency" meeting may be called by the administration at any time emergency conditions may require. Such meetings shall be held and last as long as is necessary to address legitimate emergencies.
4. Teachers are free to leave the building during their lunch period. They are also permitted to leave the building at any other time they do not have assigned student contact, except as provided in §A[1] of this section. The teacher must give prior notice to the building office that he/she is leaving and the estimated time of return. This provision shall not be construed as requiring the teacher to disclose the purpose of the departure, except that it is understood that such temporary absence is limited to occasional and personal business.
5. A teacher who needs to be absent for forty-five (45) minutes or less of a class period, may arrange for another teacher to substitute for him/her without notifying the administration. Absences for more than forty-five (45) minutes from a class period require prior approval of the administration.
6. Except as provided in §A[1] of this article, it is recognized that a teacher's day often exceeds the scheduled day. Exclusive of supplemental contract duties, a teacher's participation in activities before or after the scheduled day such as athletic game duty shall be on a voluntary basis.
7. A teacher shall not be assigned to any duty which has not previously existed for teachers in his/her school unless that duty is mutually agreed among the teacher, the Board and the MEA.
8. Reasonable efforts shall be made to limit the number of a middle school or high school teacher's class preparations to three (3) at any one time and to distribute equitably among middle and high school teachers from school year to school year their total number of class assignments and preparations. If the teacher feels that reasonable efforts have not been made, the teacher may appeal to the Superintendent.

9. IAT/IEP/MFE Pay

Each teacher required or requested to attend an IAT, IEP, or MFE meeting shall be paid the hourly rate of .001 of the BA base for time spent in each meeting that would extend their individual work day as defined above.

- B.**
1. Secondary teachers will be provided a minimum of five (5) periods per week of planning and conference time and shall have a maximum of thirty (30) periods per week of assigned student contact.
  2. Full-time elementary teachers shall have at least two hundred (200) minutes per week of duty-free preparation time during the teacher work day. Time while their classes are supervised by art, music, and physical educational specialists or by other personnel shall count toward this two hundred (200) minutes. The Board shall make every reasonable effort to schedule two hundred (200) minutes of preparation time during the student day. Planning time shall be a minimum of thirty (30) uninterrupted minutes whenever feasible. When not feasible, planning time shall be a minimum of fifteen (15) uninterrupted minutes. At least one (1) week prior to the beginning of the school year, all building principals shall provide the MEA President and the MEA Grievance Chair(s) a copy of the Master Schedule (including planning and lunch times for all teachers).

The teacher's total assigned student instructional time shall not exceed one thousand six hundred seventy-five (1,675) minutes per week including time spent with specialists and

recess for grades K-5, and one thousand seven hundred fifty (1,750) minutes per week including time spent with specialists and recess for grade 6.

3. Preparation time is not considered student contact time. Meetings held during a teacher's preparation time shall be cooperatively scheduled.
- C.** A plan proposed by the Superintendent or a written request to the Superintendent by teachers and the principal of a school for an alternative means of scheduling classes which would require a change in the provisions of §§A or B of this section shall be subject to an agreement reached between the Board and MEA. Any such exemptions granted shall not apply to teachers in other buildings in the District.
- D.** Block Scheduling — Madison High School — If the Administration determines to continue block scheduling, it shall be assigned via this section.
1. Teachers participating in the program shall be assigned:
    - a. To instruct students up to the equivalent time of three (3) periods of block classes, with each block class period not to exceed ninety-five (95) minutes in duration, excluding student passing time;
    - b. To engage in planning time each school day which shall be assigned either during a full block class period or divided between two singleton class periods, but in no case be less than ninety (90) total minutes per school day;
    - c. To serve in classroom assignments only after participating with teachers from the same or like discipline in the process of determining the distribution of such assignments; provided, however, that reasonable efforts shall be made to even teaching loads and to restrict the number of different daily class preparations to two (2) per semester for full block courses and to three (3) per semester for singleton courses, or a combination of full block and singleton courses; and
    - d. To prepare interim student reports after three (3) weeks in each grading period for all students and after six (6) weeks at least for students whose grade is D or lower, notwithstanding any provisions of Board policy to the contrary.
  2. The Board and MEA agree that the practice of assigning teachers to class coverage under the provisions of Article VI, §A[4] and §F[2] of the MEA Negotiated Agreement shall be paid at the emergency substitute rate of .001 of the BA base per hour in fifteen (15) minute increments as found in Appendix B of the MEA Negotiated Agreement for class coverage.

The administration will make every reasonable effort to find shared coverage of full block classes to allow some planning time for each.
- E.** The teacher's year shall consist of one hundred eighty-three (183) days of service as prescribed in the official calendar adopted by the Board in which:
1. The number of student contact days shall not exceed one hundred eighty (180);
  2. Three (3) days shall be scheduled for teachers' professional duties and record keeping; provided, however, that administratively scheduled conferences during these days will be held at a minimum, taking into consideration the necessary professional duties teachers must perform. Opening day meetings shall be no more than two-and-one-half (2-1/2)

hours. The two remaining days shall have a maximum of two (2) hours of meeting time; and

3. Three (3) additional teacher workshop days shall be provided on a voluntary attendance basis after consultation with the Staff Development Committee.

NEOEA Day will be a day when school will not be in session and will not be included in the official school calendar or as a paid day for a teacher; provided, however, that a voluntary attendance teacher workshop day may be scheduled for NEOEA Day.

#### **F. Emergency Assignments**

1. Whenever a teacher is absent for one (1) full school day or more, the Board will attempt to secure a properly certificated or licensed substitute. If the class(es) has more than one certificated/licensed employee (e.g., teacher, tutor or aide) in the classroom for instruction, then the Board will attempt to secure a properly certificated or licensed substitute to assist with the teacher(s) who are present.
2. In the event a properly certificated or licensed substitute cannot be obtained, or if the teacher is to be absent for less than one (1) school day, the following shall apply:
  - a. Elementary School (pre K-5): Administration may direct that students be divided between the remaining classes in that grade level or assigned to a teacher(s) volunteering to accept them. Teachers receiving such students shall be paid at the hourly rate found in Appendix B.
  - b. Middle School and High School: Teacher may be requested by the administration to take the class of the absent teacher. Such requests shall be equitably distributed among teachers who do not have assigned student contact time. If substitutes are not available, or if the absence is for less than one (1) day and no volunteer is available, a teacher may be directed to take the added assignment. Such administrative directives will be equitably distributed. If no substitute is available, students may be sent to study hall. Reasonable efforts shall be made to avoid sending such students to study hall.

The requested or assigned teacher will be paid the hourly rate found in Appendix B regardless of whether the bargaining unit member is a regular classroom teacher assigned to classroom instructional duties.

#### **G. Conference Days**

Conference days should be a total of no more than seven (7) hours. For each full-day conference day, dinner will be one (1) hour and will be scheduled within the seven (7) hours. For each half-day (three-and-one-half [3-1/2] hours) conference day, dinner will be one-half (1/2) hour within the half day. Conferences after school will begin within one-half (1/2) hour after student dismissal.

## **ARTICLE VII – VACANCIES AND TRANSFERS**

#### **A. Assignment**

1. Not later than the first day of June, all teachers shall be given written notice of their tentative instructional assignments for the following school year. Administrators shall notify teachers about changes to that tentative assignment.
2. Assignments for adult education, overnight duties, summer school, pilot programs, virtual learning or Internet-based instruction, tutoring, detentions, and Saturday school shall be

made with the consent of the qualified teacher based on seniority and licensure. These positions shall be awarded to bargaining unit members. If no bargaining unit member applies, the position may be awarded to other interested parties.

**B. Transfer**

1. All teachers will be notified of all full-time vacancies for positions in the District requiring a certificate or license. However, teachers on the recall list shall have first priority in the filling of the vacancies; such recall shall occur within the vacant areas of certification or licensure, but this provision shall not preclude transfers to determine what the vacancy shall be.
2. As soon as the Board or administrative action occurs which creates the vacancy, a copy of all vacancy notices will be posted on school bulletin boards and e-mailed to all teachers during the school year. During the summer, an e-mail and hard copy of applicable vacancy notices will be sent to all teachers and posted at the Board office.
3. Vacancies for the new school year shall be posted for at least seven (7) calendar days before they are filled. Vacancies which occur on or after August 1 shall be sent to all teachers via e-mail and shall remain open for at least four (4) days after the posting. All bargaining unit members shall receive equal consideration for any position regardless of current building assignment
4. Primary consideration for regular placement shall be given to all teachers having a written request for transfer on file. Requests for transfer shall be the responsibility of the teachers. Notification of action taken on the application will be given as soon as possible after a vacancy is filled, and reasons shall be given upon the request of a teacher whose transfer request is denied.
5. In the determination of teacher or administrative-initiated reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the specific instructional requirements and best interests of the District as determined by the administration. When more than one (1) teacher is being considered for the same position (e.g., more than one (1) teacher has applied and/or more than one teacher is available for involuntary transfer), seniority in the District shall control as long as there is neither objective nor empirical evidence of any conflict with specific instructional requirements or with the best interests of the District.

**C. Vacancies**

1. Any vacancy shall be filled with a bargaining unit member. However, any vacancy which occurs after the school year has begun may be filled with a long-term substitute.
2. Long-Term Substitute
  - a. A substitute teacher hired to fill a vacancy that has occurred after the beginning of the school year may be given a "long-term substitute contract" and be afforded certain rights and benefits under the negotiated agreement after working sixty (60) days in the same position.
  - b. The first sixty (60) days of employment shall be considered as casual day-to-day substitution. During this sixty (60) day period, the substitute may be released at any time by the Superintendent. Notification of and reasons for the release shall be in writing. The release during this period shall be final and binding upon the substitute with no right to appeal.

- c. After the sixty (60) day period, the substitute shall be considered a teacher and afforded rights under the Negotiated Agreement that do not conflict with the long-term substitute contract.
- d. The long-term substitute contract shall specify the level of compensation and shall be in accordance with ORC §3319.10; that the contract expires at the expiration of its term with no expectation of, but consideration for, continued employment; and that no provisions relating to nonrenewal or evaluation apply.

## **ARTICLE VIII – EVALUATION**

### **NON-OTES BASED EVALUATIONS**

- A.** The Board and MEA agree that the purposes of teacher evaluation are to:
  - 1. Improve teacher performance as outlined in the job description (Appendix E);
  - 2. Assess teacher efforts toward contributing to the success of the District's strategic plan and the school's continuous improvement plan.
  - 3. Clarify the performance expectations of the teacher as determined by the administration; and
  - 4. Provide a means for the administration to direct improvement and the teacher to assume responsibility for it.
- B.** All teachers shall be evaluated on instruments devised and periodically updated by the Superintendent or designee, after consulting with the MEA (Appendix F). The evaluation instrument components shall be related to the District's strategic plan, the school's continuous improvement plan, and the approved job descriptions for the positions being evaluated. The evaluation instrument components shall be consistent with Praxis terms where applicable.
- C. Teacher Evaluation Frequency**
  - 1. Teachers shall be evaluated at least once every five (5) years. Evaluations shall be conducted between September 15 and April 1. Evaluations/observations may be conducted as requested by the teacher or determined necessary by the administration.
  - 2. Teachers employed under a limited contract during the first three (3) full school years shall be given a written evaluation at least once each semester of the school year. The first evaluation shall occur after September 15 and conclude by January 15, and the second shall occur after January 30 and conclude by April 1. Other evaluations may be given as requested by the teacher or determined necessary by the administration.
- D. Teacher Evaluation Process**
  - 1. For teachers employed in the District for more than three (3) full years, the evaluation shall follow a total of at least twenty (20) minutes of brief observations, each of which shall be at least five (5) minutes in length. For teachers employed for fewer than three (3) years in the District, the evaluation shall follow at least one twenty (20) minute observation and any other brief observations of at least five (5) minutes in length that are scheduled at least one (1) week apart.

- a. Observations do not have to be announced. A copy of classroom observation notes and form(s) shall be kept by the evaluator and shall be given to the teacher within five (5) school days of the observation.
  - b. Records of classroom observations shall include the date and time the observation began and ended.
  - c. Teachers requesting more in-depth evaluation, or those under a Growth Plan, will be observed for length of time commensurate with the purpose or need.
  - d. The teacher and evaluator may hold informal meetings at either party's request to discuss observation notes and form(s).
2. Teachers shall be given a copy of their current written evaluation prior to a formal conference which shall be scheduled to discuss the observations and other criteria which comprise the written evaluation report. The evaluation conference shall be held at a mutually agreed time, but no sooner than three (3) nor later than ten (10) days following the teacher's receipt of the written evaluation.
3. A teacher may be accompanied by his/her MEA representative at meetings called to discuss the evaluation.
4. Evaluated teachers have the right to attach written comments to their formal evaluations within thirty (30) days following the evaluation conference.
- E.** 1. Evaluation Committee. In order to work collaboratively on the creation of a revised evaluation procedure that is consistent with ORC 3319.11 and 3319.112, the Board and the Association shall convene an Evaluation Committee no later than September 15, 2012.
- a. The committee shall be comprised of, no more than five (5) Association members appointed by the Association President and, five (5) members appointed by the Superintendent or his/her designee unless mutually agreed to otherwise. The committee shall be authorized to utilize consultant(s) (examples are but not limited to educational consultants, software consultants, credentialing trainers, OEA representatives, Board counsel, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.
  - b. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
  - c. Members of the committee shall receive training from the FMCS on "Interest Based Problem Solving". Additional ground rules shall be formed and mutually agreed upon at this meeting.
  - d. Members of the committee shall also attend training on the state adopted Evaluation Framework model as soon as it becomes available (The cost for this training, if any, shall be borne by the Board).
  - e. The committee will establish by mutual agreement a meeting calendar and timeline for work completion. This timeline shall be completed no later than October 1, 2012. Committee agendas will be developed jointly by the co-chairpersons of the committee.
  - f. All decisions of the committee will be achieved by consensus.

- g. At each committee meeting the group will select an individual to act as the official recording scribe for that meeting. The scribe shall produce meeting minutes at the conclusion of each meeting and produce for joint approval within six (6) working days.
  - h. Minutes of meetings will be distributed to committee members, Association President and Superintendent within ten (10) working days following meetings of the committee.
  - i. Members of the committee will receive release time for committee work and training.
- F. The teacher shall be made aware on a continuing basis of any problems or deficiencies noted during the school year, including being provided a copy of any unresolved complaints made against the teacher. Board policy shall be followed when investigating complaints against teachers.

Prior to and, if necessary, following each formal evaluation the administrator shall provide, through a reasonable and attainable Growth Plan, specific written approaches for appropriate improvement for those teachers Not Meeting Expectations. Any area(s) noted as Needs Improvement may be incorporated into an attainable Growth Plan. Upon request of the teacher, the Growth Plan may be shared privately with the MEA President or designee who may assist in the implementation of the Growth Plan. An attempt will be made to assign a mentor to any teacher on a Growth Plan. The final responsibility for a teacher's performance improvement rests with that individual teacher.

With respect to this section, a teacher in the first three (3) full school years of employment with the Board shall not have the right to file a grievance (except for failure of the principal to comply with the time-lines set forth in this article) or to initiate a legal action under ORC §§3319.11 and/or 3319.111.

## **OTES BASED EVALUATIONS**

### **A. Definitions**

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is

based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLO's). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. **Teacher Performance:** the assessment of a teacher's performance will result in a performance rating. As an evaluation factor, the teacher performance should include but not be limited to any evidence provided by the teacher and the administrator as well as evidence from direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating as Accomplished, Skilled, Developing or Ineffective.
7. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
8. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. For the 2013-2014 school year, the student growth measure will be based upon Shared Attribution for all bargaining unit members. For those that are subject to mandatory use of individual value-added scores, the shared attribution score will be used up to the maximum allowed by law.
9. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. The forms located in Appendix H to this agreement.
10. **Student Learning Objective (SLO):** Include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
11. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

## **B. Purpose**

The purpose of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To enhance instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

**C. Application**

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

This teacher evaluation system does not apply to substitute teachers, psychologists, or counselors.

**D. Evaluators**

1. An evaluator must be a credentialed and contracted employee of the District. An individual employed through the Educational Service Center (ESC) as a building administrator shall also qualify as an evaluator. No individual, regardless of employer, shall be an evaluator if that is their sole reason for employment.
2. The evaluator shall be:
  - i. Under normal circumstances, the teacher's immediate supervisor will be the evaluator 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.
  - ii. An evaluator selected by the teacher, up to a reasonable administrative workload, for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
  - iii. In the event a teacher performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor.
  - iv. The evaluator, as related to OTES, shall not be a bargaining unit member.

**E. Assigning an Effectiveness Rating**

Each evaluation will result in a final effectiveness rating of Accomplished, Skilled, Developing or Ineffective. The final effectiveness rating is based on the following two (2) categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty (50) percent of the evaluation will be attributed to teacher performance and fifty (50) percent will be attributed to student growth measures. If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is applicable, then their entire Student Growth Measure must be their Value-Added rating as reported. This does not apply to the 2013-2014 school year, where Shared Attribution will be used.

For teachers who teach multiple subjects or courses but have some value-added progress dimension reported, the weight of the value-added measure must be proportionate to their individual schedule (the minimum weight of the Value-Added metric for SGM must be ten (10) percent).

Teacher Performance and Student Growth Measure ratings shall be combined to reach the summative teacher effectiveness rating.

The Evaluation Matrix is as follows:

		<b>Teacher Performance</b>			
		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

In compliance with the law, the superintendent or his/her designee will, on behalf of the Board, annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned each effectiveness rating aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

### **TEACHER PERFORMANCE**

For purposes of the Madison Teacher Evaluation System (MTES), fifty (50) percent of every teacher's summative evaluation will be attributed to Teacher Performance. Teacher performance will be evaluated based upon the following Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric:

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.

**F. Evaluation Process**

1. No teacher shall be subject to more than one (1) evaluation cycle per school year.
2. The evaluation shall be completed no later than the first (1<sup>st</sup>) day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10<sup>th</sup>) day of May.
3. If the board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.
4. Bargaining unit members who received an "Accomplished" rating on their most recent evaluation shall be subject to a complete evaluation cycle once every three (3) years.
5. Bargaining unit members who received a "Skilled" rating on their most recent evaluation shall be subject to a complete evaluation cycle once every two (2) years.
6. Bargaining unit members who receive a "Developing" or "Ineffective" rating on their most recent evaluation shall be subject to a complete evaluation cycle each year. Any teacher who has provided notice of their consideration for tenure, pursuant to Article III of the Master Agreement, shall be subject to a complete evaluation cycle without regard for the schedule above.
7. Bargaining unit members not subject to a complete evaluation cycle under OTES shall have one (1) formal observation according to the provisions of this agreement. The observation shall be reported using eTPES and may be used as evidence in the teacher's next complete evaluation cycle.
8. Effective with the 2014-2015 school year, Administration will notify those bargaining unit members with an "Accomplished" or "Skilled" rating on their most recent evaluation whether they will be subjected to a complete evaluation in the 2014-15 school year, 2015-16 school year or 2016-17 school year, as applicable, no later than September 15, 2014.

**G. Assignment of Evaluator**

Within thirty (30) calendar days of ratification of this agreement, or in the case of a new teacher or someone new to a building, within thirty (30) calendar days of the first day worked, each teacher shall be notified, in writing, of the name and position of his/her evaluator. The bargaining unit member shall be notified of any change in Evaluator prior to the next observation or evaluation. Changes in assigned evaluators will only be made under extenuating circumstances.

**H. Criteria for Teacher Performance Portion of the Evaluation**

1. A teacher's performance (all observations, walkthroughs and summative evaluations) shall be assessed based on the standards for the teaching profession and the criteria set

forth in the evaluation instrument, Appendix H to this agreement.

2. No teacher shall be evaluated on his/her work performance except based on the observations of the teacher by a credentialed evaluator and relevant evidence provided by the teacher or evaluator.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly.
4. All results and conclusions of teacher performance must be documented and supported by evidence.
5. No information shall be collected using audio or visual devices by any evaluator or teacher without the mutual consent of the teacher and the evaluator during an observation or walkthrough.

#### **I. Observations**

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation cycle, which includes pre-conference, observation and post-conference, must occur between September 15 and January 15. The second formal observation cycle must occur between February 1 and May 1. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. If a third observation is to occur, there shall be at least five (5) working days between the second formal observation cycle and the third.

#### **J. Observation Conference**

1. All formal observations shall be preceded by a conference between the evaluator and the teacher, no more than five (5) working days prior to the observation, in order for the teacher to explain the plans and objectives for the work situation to be observed. Prior to the pre-conference meeting the parties shall mutually agree and designate the specific class and/or time for the observation to take place.
2. A post-observation conference shall be held after each formal observation, no more than five (5) working days following the receipt of the notes, including the rubric. All documents from the observation shall be provided to the teacher no more than ten (10) working days following the actual observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations of the teaching profession and give the teacher the opportunity to provide additional evidence of performance based upon the rubric report. Teacher and administrator will speak freely about refinement, reinforcement and reflection of teaching practices.
3. A formal observation may be rescheduled with the mutual consent of the teacher and the evaluator.
4. A teacher may request a formal observation at any time in addition to those required by this procedure and will be scheduled at the discretion of the administrator. The above timelines may be waived for a voluntary third observation. Except in the case of a teacher that could be subjected to adverse personnel decisions based upon the evaluation, any teacher may submit a video recording in lieu of a live third observation.

## **K. Walkthroughs**

1. A walkthrough is a formative written assessment piece that focuses on one (1) or more of the following components:
  - i. Evidence of planning;
  - ii. Lesson delivery;
  - iii. Differentiation;
  - iv. Resources;
  - v. Classroom environment;
  - vi. Student engagement; and,
  - vii. Assessment.
2. The walkthrough shall be at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
3. The teacher shall be provided a copy of the walkthrough form, including all notes relative to the walkthrough within two (2) school days of the walkthrough.
4. No more than four (4) walkthroughs shall be included in each evaluation cycle. At least one (1) walkthrough per observation period will occur.

## **STUDENT GROWTH MEASURE (SGM)**

In addition to teacher performance, fifty (50) percent of a teacher's summative evaluation shall be based upon student growth measures, which means the change in student achievement for an individual student between two (2) or more points in time. The use of student growth measures in the teacher evaluation shall be as follows:

1. **Value-added Teachers**
  - a. For teachers who have one hundred (100) percent of their assignment in courses or subjects where the value-added progress dimension is applicable, the value-added scores shall comprise the full value of the student growth measure (SGM).
  - b. For teachers who have part of their assignment in courses or subjects where the value-added progress dimension is applicable, the SGM will be proportionate, based upon their assignment, between value-added and other applicable data sources.
2. **State Approved Assessment Teachers**

For teachers who do not have assignments within the value-added progress dimension, but were administering assessments that appear on the Ohio Department of Education (ODE) approved assessment list during the 2012-13 school year shall have their SGM calculated utilizing the vendor assessment based upon the calculation below
3. **Student Learning Objective (SLO) Teachers**

For teachers that do not have assignments within the value-added progress dimension and did not administer assessments during the 2012-13 school year that appears on the ODE approved assessment list shall be required to develop no more than two (2) SLO assessments for the year.

4. Calculation of SGM

The percentage weighting of student the student growth measure shall be as follows:

<u>Assignment</u>	<u>Percentage used in the calculation of student growth</u>		
	<u>Value-added assessment</u>	<u>Vendor \ assessment</u>	<u>SLO</u>
Assignment 100% within the value-added progress dimension	100%	0%	0%
Mixed assignment within and outside of value-added	Proportionate to the assignment of the teacher across each area		
Assignment with some/all vendor assessment	0%	20%	80%
Assignment without value-added or vendor assessment	0%	0%	100%

5. Value-added and other student growth measure data derived from assessments taken in one (1) school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

6. Student Absences: the calculation for student academic growth, a student who has forty-five (45) or more excused and/or unexcused absences for the school year will not be included in the measure of student growth in the evaluation of a teacher.

**SUMMATIVE EVALUATION**

**L. 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

The summative evaluation of a teacher shall be based upon student growth measures as identified above. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

3. **Response to Evaluation**

The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the teacher's personnel file within thirty (30) days of receipt of the summative evaluation. A copy, signed by both parties, shall be provided to the teacher.

**M. Evaluation Committee**

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

1. **Committee Composition**

- a. The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad-hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall be representative of elementary, pre-school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

2. **Committee Operation**

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- c. The committee will establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- d. The committee tasks for the 2013-2014 school year shall include, but not be limited to:
  - i. Remediation of Deficiencies Identified during Observation and Walkthroughs;
  - ii. Student Growth measures including SLO's, Value Added and Vendor Assessments;
  - iii. Professional Growth Plans; and
  - iv. Improvement Plans.
- e. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- f. All decisions of the committee will be achieved by consensus.

- g. Members of the committee will receive release time for committee work and training.
- h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within fifteen (15) working days following meetings of the committee.
- i. The committee may establish sub-committees to assist with their work.
- j. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.

3. Compensation

Any committee work performed outside of the contractual work day will be paid at .001 of the base salary per hour hourly rate.

4. Secretarial Support

The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

5. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

**N. SLO Review Committee**

SLO's will be submitted by teachers to building principals during the last week of September.

Building Principals will organize their building's SLO's by grade level and content area and submit them to the district's Student learning objective committee by the first school day in October.

1. Committee Composition

The Student Learning Objective Committee will consist of:

- Three (3) district administrators appointed by the superintendent
- Two (2) teachers from each of the following categories
  - Primary Grades pre-K-2
  - Intermediate Grade 3-5
  - Junior High School Grade 6-8
- One (1) English, Mathematics, Science and Social Studies teacher from High

School Grades 9-12

- One (1) intervention specialist representing elementary school (pre-K-5)
- One (1) intervention specialist representing grades 6-12
- One (1) specialist i.e. visual art, music, PE, etc.

All teachers will be selected to serve by the MEA President.

2. Committee Operation

The committee shall receive training during the month of September on the evaluation of SLO's. The training will be provided at Board expense and scheduled during the teacher's work day. During the first week of October, the Student Learning Objective team will meet by grade level pre-K-5 and 6-12 to review and score SLO's using the Student Learning Objective (SLO) Template Checklist.

Teachers will be notified using the SLO Approval Status and Accompanying Rationale form as to the approved or non-approved status of their SLO's. Approved SLOs will be implemented

Non-approved SLOs will be returned to teachers for correction as identified by the committee. The non-approved SLO's will be resubmitted with corrections within five working days for final approval.

The committee work will be done during the school day using release time. Should it be necessary for the committee to meet outside of the workday, each teacher serving on the committee will receive compensation of .001 of the BA base, per hour.

**ARTICLE IX – PERSONNEL FILE**

A. The Superintendent shall maintain in the Board office a personnel file for each teacher in which the following items which shall be deposited:

1. Application for employment, including references;
2. College transcripts;
3. Performance record to include the administrator's appraisal of work and growth, according to formal evaluation procedures;
4. Professional record;
5. Teaching certificate or license; and
6. Correspondence.

The Treasurer shall maintain a separate payroll file for each teacher which shall also contain a record of approved teacher leaves.

B. Information other than the above may be added to personnel files. No information shall be placed in the personnel file until after the teacher has received a copy and has had the opportunity to discuss the contents of the information and to present his/her side. At such meeting, the teacher may have a representative of his/her choice present. If the information is placed in the file, the teacher shall have thirty (30) days to attach a written objection.

- C. Each item in the personnel file shall include the date of its placement. All records relating to teachers in the District are maintained in accordance with state and federal public records laws, and any information not classified as confidential by law may be examined. Upon request, a teacher may examine those records which pertain to him/her and may have a copy of such information, at no cost.
- D. Letters received from parents and other persons regarding a teacher shall be reviewed by the principal and teacher involved. A copy of any written communication between administrative offices about a teacher which is intended for placement in the teacher's personnel file shall be given to that teacher at the time it is placed in the file. No anonymous letter or report should be the basis for any evaluation or placement in a teacher's personnel file.
- E. A teacher may write a response to any document contained in his/her personnel file. The response shall be attached to the document in dispute.

## **ARTICLE X – PROFESSIONAL CONCERNS**

### **A. Class Size**

- 1. The Board and MEA recognize that the teacher-student ratio is an important aspect of an effective educational program. Class size shall be in accordance with requirements of the ORC, state minimum standards and this Negotiated Agreement. Although circumstances may prohibit the achievement of optimum class sizes in all cases, the Board shall maintain a District average teacher-student ratio of not more than 1:25. Reasonable efforts will be made to establish a master schedule that allows for balancing numbers in each class on an equitable basis.
- 2. When making student assignments, the Board shall, within budgetary limitations, make reasonable efforts to:
  - a. Distribute equitably students under an IEP who are to be mainstreamed in the regular classroom, unless other arrangements can be agreed upon by the principal and the teachers involved.
  - b. Limit the number of students assigned to a study hall to not more than eighty (80); and
  - c. Limit the counselor-student ratio to 1:550.
- 3.
  - a. A teacher may volunteer or be assigned up to two (2) students in excess of: [i] twenty-five (25) students in grades K-2; [ii] twenty-six (26) in grades 3-5; and, [iii] twenty-eight (28) in grades 6-12. This section does not apply to band, chorus, and study hall.
  - b. The number of students assigned to a special education teacher shall comply with The Ohio Department of Education Operating Standards for Serving Children with Disabilities as well as with any federal and state rules for the education of students with disabilities. Should a waiver be obtained from the ODE, the special education teacher shall be eligible for the stipend in §4[a] of this article.
  - c. A regular classroom teacher who is assigned more than four (4) students with disabilities without the assistance of another teacher or an assistant shall be eligible for the stipend described in §A[4] of this article for each student assigned

above this limit. The Administration shall meet with Association representatives and the special education staff in each building prior to August 31 (for first semester) and January 31 (for second semester) of each school year to review schedules of all classes with special needs and the placement of students therein.

4. The "excess students" will first be placed on a seniority and rotating basis in a classroom if a teacher volunteers to take them. In the event no volunteer is available:

- a. In grades K-5, a teacher on a seniority and rotating basis may be assigned the additional student(s) if the alternatives are to employ an additional teacher or to transport the student(s) to another school.

The Board will pay a stipend of four hundred dollars (\$400) per "excess student" per grading period to such teachers if the total classroom enrollment includes "excess students" after three (3) weeks following their placement in the class. Payment shall be calculated on a per day basis, up to the full amount, and shall be made no later than the second pay period following the end of the grading period.

- b. In grades 6-12, "excess students" may be added based only on individual student need with prior consultation between administrators and the affected teachers.

The Board will pay a proportionate share of the stipend listed above for each "excess student" in each section having "excess students" in the same manner as for all teachers. This will also apply to elementary classrooms where the students rotate between teachers.

- B. The Association maintains the importance of classroom contact with all students but recognizes the special needs of 21<sup>st</sup> century learners. When fifteen (15) or more students are assigned to alternative educational programs (e.g., virtual learning academy, summer school, credit recovery, etc.), the Administration shall meet with the Association leadership to agree upon a fair and equitable assignment of teacher(s) to supervise and/or monitor those students.

- C. Specialists shall meet requirements of the ORC and state administrative regulations.

- D. The scheduling of all special education students shall be a collaborative effort between the administration and the special education teachers, with input from the regular education classroom teacher(s).

**E. Discipline**

1. Teachers will be supported by the Board on matters of discipline when the teachers fully comply with Board policies and law. The teachers shall fully cooperate with the administration in executing the Board's policy regarding Student Conduct Expectations and Consequences, including participation in required investigations and hearings. The Board shall permit and enable teachers to access all relevant discipline records, and the Board's designees shall respond in a timely manner to all written requests on the final disposition of discipline referrals.
2. The teachers and the principal(s) of each school will communicate and cooperate with each other in a prompt and professional manner to maintain the effectiveness of school discipline. They will participate in the development, revision, and enforcement of the

Board's policy regarding Student Conduct Expectations and Consequences and building discipline procedures.

- F.** Regular classroom teachers who are assigned a student who has an IEP or 504 shall have the opportunity to serve as a full member of that student's IEP or 504 committee. Teachers and administrators shall have ready access to, and comply with, all state and federal statutes and regulations governing the education of students on IEP's or 504's. Administrative efforts shall be made in good faith to help teachers who have students with learning problems and to provide teachers with training as needed.

**G. Cooperating Teacher**

The Superintendent shall provide a teacher with prior written notification of any intent to place a student teacher in that teacher's classroom. The written request of such a teacher to decline working with a student teacher shall be honored.

**H. Instructional Materials**

Within budgetary and marketplace limits and before the school year begins, reasonable efforts shall be made to provide teachers with:

1. Copies of teacher's guides of all textbooks used in each of the courses to be taught;
2. Copies of textbook series software loaded on the network and functioning for teachers and students;
3. Plan books and, if requested, grade books (recognizing, however, that Infinite Campus is the official gradebook);
4. Necessary instructional materials (e.g., appropriate textbooks, library reference materials, maps and globes, classroom supplies, current periodicals, paper, pens, chalk, erasers, and other materials which are considered as tools of the teaching profession);
5. Equipment (e.g., laboratory equipment, audio-visual equipment, calculators);
6. Computer and Internet access in each classroom, with hardware, software, and operating systems to be maintained and updated equitably for all Board personnel (teachers, administrators, and office staff); and
7. Copying services in each school in order to carry out professional teaching responsibilities.

**I. Internet and E-Mail**

1. The Board will allow reasonable personal use of its computer system to teachers for personal research and personal e-mail. The system will not be used for inappropriate materials, a personal commercial enterprise, or any illegal activity.
2. The Board will not charge any teacher with inappropriate use of the system unless there is demonstrable evidence that the teacher engaged in inappropriate use.
3. Inappropriate material appearing on any computer will be deleted immediately by the teacher, whether it was received by accident or by request to an unknown site that actually is inappropriate. No charges will be made against the teacher as long as it is deleted and not re-accessed.

4. Unsolicited e-mail appearing on a teacher's computer containing commercial offers, offensive material, or inappropriate material shall be deleted.
5. Teachers shall be trained in the use of the e-mail and Internet system and taught how to deal with SPAM and site access on the Internet.
6. Accidental altering of system software shall not result in discipline of a teacher.

**J. Special Education Teachers**

1. Special Education teachers shall have the equivalent of one (1) day of in-school release time for the purpose of writing IEP's and conducting student testing.
2. Special Education teachers shall have unrestricted access to the IEP program, materials, technological devices and software for providing, managing and monitoring services to children with disabilities

## **ARTICLE XI – PROFESSIONAL PARTICIPATION**

**A. Curriculum Committees**

As part of their professional responsibilities, teachers shall serve on curriculum development committees to assure that the written, taught and tested curriculum is aligned. These committees shall normally meet during the school day unless the committee members determine otherwise (see Appendix B).

**B. District Labor Management**

The Board and MEA agree to the formation and maintenance of a District Labor Management Council (DLMC) for the purpose of enhancing labor relations and providing a forum for discussing problems and concerns of the Administration and/or Staff generally, which are brought before the Council either by MEA or the Administration. Upon notice to either party, the Superintendent and a representative appointed by MEA will meet at least three (3) days prior to any scheduled meeting to mutually establish the written agenda. A recorder shall be named whose responsibility it shall be to take minutes of the meeting and to make the minutes of the meeting available to the rest of the Staff and the Board. The Superintendent's office shall be responsible for typing and distributing the minutes.

The DLMC shall be composed of up to five (5) teachers selected by MEA and up to five (5) administrators selected by the Superintendent.

The DLMC shall meet up to four (4) times during the school year. The meeting schedule shall be established jointly by the Superintendent and the MEA President prior to the beginning of the school year. By agreement of the DLMC, additional meetings may be scheduled.

DLMC discussion items that require distribution outside of the DLMC will be summarized in one (1) written statement by both the MEA President and the Superintendent.

DLMC members of MEA and the Administration agree to participate in FMCS training in labor management-relations, as determined by the committee.

**C. Building-Level Advisory Committees**

Each school shall have an advisory committee to the principal for the purpose of planning and discussing matters of mutual concern, including preparation of agendas for "necessary" meetings beyond the teacher work day, considering building-level staff professional development programs

and monitoring progress toward meeting continuous improvement plan benchmarks. The staff representatives shall be elected by the building staff.

**D. Professional Staff Development**

The MEA agrees to forego the workshop days for the 2013-2014 school year. The MOU addressing voluntary in-service days will be extended to 2013-2014 with all dates updated to reflect the 2013-2014 (See Appendix G) school year.

A Staff Development Committee (SDC) shall be formed, consisting of the Superintendent or designees and other administrators, an MEA officer, and a teacher representative selected by MEA from each school building, to schedule and plan professional staff development meetings and teacher workshop days. The SDC shall meet at least once during each semester of the school year and otherwise as the SDC determines. Meetings shall be scheduled in advance and will be held outside the teacher work day.

Teachers who volunteer to report on teacher workshop days shall be paid at the rate listed in Appendix B; provided, however, that they must attend the sessions prescribed on the agenda, unless prior approval to the contrary has been granted by the Superintendent or designee and remain in attendance throughout the entire day to qualify for payment of that day's stipend.

**E. Professional Development Committee**

1. Purpose

A district-level professional development committee (PDC) shall exist to determine:

- a. Whether the coursework that a certificated or licensed District employee proposes to complete for renewal or upgrade of his/her certificate or license meets the requirements established by the ODE;
- b. The criteria for approval of such proposed coursework; and
- c. Whether to participate in a collaborative professional development committee and, if so, the terms and conditions for such participation.

2. Members

The PDC shall consist of three (3) teachers selected by MEA, the Superintendent or designee, and a certificated or licensed administrator selected by the Superintendent. The teachers and the administrator shall serve a two (2) year term, effective from September 1 through August 31 with the terms staggered so that not more than three (3) terms expire in any year. The Superintendent or designee shall serve continuously.

At least thirty (30) days prior to the expiration of PDC administrator member's term, the Superintendent shall inform the MEA President of the name of that member's replacement. At least thirty (30) days prior to the expiration of any MEA member of the PDC, the MEA President shall inform the Superintendent of the name of that MEA member's replacement. Within fifteen (15) days of the administrator member's vacancy on the PDC, the Superintendent shall inform the MEA President of the name of that member's successor. Within fifteen (15) days of any MEA member's vacancy on the PDC, the MEA President shall inform the Superintendent of the name of that member's successor.

PDC members shall receive an annual stipend of one thousand three hundred dollars (\$1,300) each, payable in two (2) equal installments with the first paycheck in December and the second in July following their appointment.

3. Meetings

The PDC shall adopt by-laws which determine the time, place and manner in which its meetings and business will be conducted. In accordance with the ORC, PDC meeting notices and minutes shall be made, and its meetings shall be open to the public.

4. Officers

At its first meeting of each school year, the PDC members shall elect from among themselves a Chair, a Vice-Chair and a Secretary. The Chair shall prepare and distribute the meeting notices and agendas and shall preside over the PDC meetings. In the absence of the Chair, the Vice-Chair shall assume the chair's duties. The Secretary shall prepare and distribute the minutes of the PDC meetings and shall sign the official correspondence and documents on behalf of the PDC.

5. Appeals

Decisions of the PDC may be appealed to the Countywide Appeals Committee of the Lake County Educational Service Center in accordance with its procedures. The appeals decision may be subject to the grievance procedure found in this Negotiated Agreement, beginning at Step III.

6. Neither the PDC'S by-laws nor any collaborative arrangement it may enter into shall have the authority to revise, change, delete or modify any provision of this Negotiated Agreement.

**F. Mentoring Committee**

1. Purpose

A district-level mentoring committee (MC) shall exist to:

- a. Comply with the entry-year teacher (EYT) program requirements of the ODE; and
- b. Provide necessary assistance for teachers working under a professional growth plan as provided by Article VIII §E of this Negotiated Agreement.

2. Members

The MC shall consist of three (3) teachers, who have successfully received mentoring training, selected by the MEA, and one (1) administrator selected by the Superintendent. The teachers and administrator shall serve a two (2) year term, effective from September 1 through August 31 with the terms staggered so that not more than two terms expire in any year.

At least thirty (30) days prior to the expiration of the MC administrator's term, the Superintendent shall inform the MEA President of the name of that member's replacement. At least thirty (30) days prior to the expiration of any MEA member of the MC, the MEA President shall inform the Superintendent of the name of that MEA member's replacement.

MC members shall receive an annual stipend of four hundred dollars (\$400) each, payable following their appointment in two (2) equal installments with the first paycheck in December and the second in June.

3. Meetings

The MC shall adopt by-laws that determine the time, place and manner in which its meeting and business will be conducted. The business of the MC shall comply with ODE requirements for the EYT program. In accordance with the ORC, the MC meeting notices and minutes shall be made public, and its meetings shall be made open to the public.

4. Officers

At its first meeting of each school year, the MC members shall elect from themselves a Chair, a Vice-Chair, and a Secretary. The Chair shall prepare and distribute the meeting notices and agendas, and shall preside over the MC meetings. In the absence of the Chair, the Vice-Chair shall act as Chair. The Secretary shall prepare and distribute the minutes of the MC meetings and shall sign the official correspondence, reports to ODE and other documents on behalf of the MC.

5. Mentors

Mentors shall be selected by the MC from among eligible volunteer applicants. Assignment of mentors shall, whenever possible, be in the same building and at the same grade level or subject area as their assigned EYT.

Mentors and EYTs shall be provided up to two (2) days each of release time, as necessary, to observe the performance of, and to conduct conferences with their assigned EYT. Release time shall be cooperatively arranged among the mentor, the building principal, and the EYT.

In consideration for performance of their duties, selected mentors shall receive compensation of one thousand dollars (\$1,000) per entry-year teacher, payable in two (2) equal installments in the first paycheck in December and the second paycheck in June.

6. Appeals

Decisions of the MC affecting selection of mentors or status of EYTs may be appealed to the Superintendent. Upon receipt of any appeal, the Superintendent shall act within thirty (30) days. The Superintendent's decision of an appeal may be subject to the grievance procedure found in this Negotiated Agreement.

7. Growth Plan Mentors

A mentor who agrees to work with a teacher with an identified performance deficiency shall perform duties, as necessary, to assist that teacher to comply with his/her growth plan. Compensation for such duties and necessary release time shall be agreed upon by the Superintendent and the Association President or designee.

8. Confidentiality

No mentor, whether working with an EYT or a teacher on a growth plan shall share any evaluative information with anyone.

## ARTICLE XII – SALARY

### A. Salary

The B.A. minimum on the salary schedule, as found in Appendix A, shall be in effect on the dates as set forth below:

July 1, 2014                      \$36,204.00

Longevity increments shall be given as set forth on the salary schedule.

If, at any point during the duration of this contract any certified administrator (including the Treasurer) receives a salary increase, the same increase shall be applied retroactively to this base salary and granted to all bargaining unit members. A salary schedule for all the certified administrators, except the Superintendent and Treasurer, may be created with steps comparable to those found in this Negotiated Agreement. If the steps are not granted to the bargaining unit members, no steps shall be granted on the administrative salary schedule for the same period.

### B. Regulations Governing the Application of the Salary Schedule

1. The purpose of the salary schedule is to reward teachers for their additional training, experience, and ability to teach. The Board shall provide full credit for public school elementary and secondary teaching experience earned outside the District but in Ohio, up to and including five (5) years and, in certain cases, twenty (20) years. In accordance with the ORC, military experience shall be credited the same as teaching experience to a maximum of five (5) years, and substitute teaching experience of at least one hundred twenty (120) days per school year also will be credited up to five (5) years each.
2. New teachers will be placed on the salary schedule in accordance with training and experience. Training shall be documented by an official transcript; experience shall be verified by a written statement from former employers.
3. The Board wishes to encourage and reward teachers for completing additional training through these salary schedule columns:

Bachelor's Column—Degree has been awarded by an accredited college or university; number of hours may vary depending upon graduation requirements of respective institutions.

Bachelor's +15 Hours Column—Additional graduate or undergraduate hours taken after award of the original Bachelor's degree. Hours earned in any field must be acceptable by ODE.

160 Hours Column—Graduate or undergraduate hours earned either before or after the award of the Bachelor's degree. Hours earned in any field must be acceptable by ODE.

Master's Degree or Bachelor's +45 Column—Master's degree has been awarded by an accredited college or university. B.A. +45 hours may include graduate or undergraduate hours, and shall be earned following awarding of the Bachelor's degree. Hours earned in any field must be acceptable by ODE.

Master's +15 Hours Column—Any graduate hours awarded by an accredited college or university and earned in excess of the Master's degree (no matter when taken) should be counted as Master's Plus. Hours earned in any field must be acceptable by ODE.

Master's +30 Hours Column—Any graduate hours awarded by an accredited college or university and earned in excess of the Master's degree (no matter when taken) should be counted as Master's Plus. Hours earned in any field must be acceptable by ODE.

4. Any teacher completing training to qualify for a higher salary schedule column shall be changed to that column upon presentation of official evidence by September 15 or by the first day of the second semester of each school year.
5. It is the responsibility of the teacher to notify the Superintendent of any requested change to a higher salary schedule column.

**C. Pay Period**

Teachers will be paid by method of electronic deposit only (issued on a Friday by the Treasurer) during the contract year in twenty-six (26) equal biweekly pay periods during years when there are twenty-six (26) pay periods, and in twenty-seven (27) equal biweekly pay periods during years when there are twenty-seven (27) pay periods. When the pay day falls during a holiday or recess period, paycheck notices shall be issued by mail.

This section shall not be construed as a waiver, bar, limitation or other restriction upon the Board's right to pursue a collection action against an individual teacher to recover any overpayment(s) which may occur as a result of a salary advancement, in the event that the teacher receives payment but does not report to work for reasons other than for the advancement of sick leave.

- D.** Should the Board re-instate summer school programs during the life of this Negotiated Agreement, the Board and the MEA shall reach agreement on hours, wages and other terms and conditions of employment affecting the teachers.

**E. Overnight Duties and Responsibilities**

Teachers whose regular assignments include overnight duties will be paid at the rate listed in Appendix B. Teachers who voluntarily remain overnight shall not be compensated.

**F. Payroll Deductions**

1. Teachers shall be entitled to use payroll deductions at no charge to the teacher by the Board for the following purposes:
  - a. Lake County Educational Federal Credit Union (savings or loan payments);
  - b. United Teaching Profession dues and fees;
  - c. Fund for Children and Public Education contributions;
  - d. United Way of Lake County contributions;
  - e. Insurance program costs;
  - f. Tax sheltered annuities;
  - g. Residency and work location income tax withholdings; and
  - h. Other purposes approved by the Board.
2. Credit union deductions may be changed in any month. Deductions for tax sheltered annuities may be altered two (2) times per year.

3. The Treasurer shall begin deductions upon the teacher's authorization, and shall deliver monies deducted to the authorized parties on a monthly basis. The Treasurer shall withhold child support payments, salary overpayments, garnished wages and other deductions in accordance with the provisions of law. In the event of a salary overpayment, the teacher and the treasurer shall mutually agree upon a repayment schedule. Nothing in this section shall be construed to preclude the Treasurer from making any deduction in a manner which is lawfully required.

**G. Severance Pay**

1. Upon retirement, the teacher will be paid a percentage of his accrued but unused sick leave. Such payment shall be based upon the teacher's per diem rate of pay at the time of retirement. "Retirement" shall require approval of and a statement by STRS that it will pay retirement benefits as follows: at any age, upon thirty (30) years or more of service credit; at age fifty-five (55) or older, upon twenty-five (25) years or more of service credit; or at age sixty (60) or older, upon five (5) years or more of service credit, whichever applies.
2. Severance payment shall be considered to eliminate all sick leave credit accrued by the teacher at the time of retirement. Such payment shall be made only once to the teacher when notification of retirement is made by STRS to the Treasurer or when age and experience qualifications are met.
3. Payment shall be calculated at the rate of twenty-five percent (25%) of days accumulated up to one hundred forty (140) days. In addition, payment for days accumulated after one hundred forty (140) days up to two hundred fifty (250) days will be calculated at the rate of thirty percent (30%).

**H. Extended Service**

Teachers may be granted extended service time. Any days of extended service beyond one hundred eighty-three (183) days as a full-time teacher shall be paid at the teacher's current per diem rate after the service is rendered.

**I. Supplemental Duties**

All supplemental duties shall be paid in the amount as determined in Appendix B. Teachers shall be supplied a copy of the appropriate job description for any and all supplemental duties before being asked to accept the contract.

- J.** Any teacher who is required to travel as part of his/her job shall have mileage costs reimbursed at the per mile rate established by the Internal Revenue Service.

**K. STRS Pickup**

The Board shall pick up the teacher's required contribution to STRS. To accomplish this without cost to the Board, the Board shall reduce the teacher's contract salary which otherwise would be currently payable to the teacher by the amount of the STRS pickup. The teacher's contract salary thus shall consist of two (2) components: A currently payable ("cash") component; and a deferred ("pickup") component which shall be the amount of the teacher's required STRS contribution being picked up by the Board. For all other purposes, except those pertaining to this pickup deferring this amount in relation to state and federal taxes, the teacher's salary shall relate to his/her placement on the salary schedule.

**L. Dual Compensation Prohibited**

Dual compensation laws prohibit the joint payment of salaries to teachers who attend workshops and who receive extended service duty pay during the same period of time. Such teachers shall account for their time in a manner prescribed by the Treasurer to provide a clear indication of the type and amount of salary earned.

**ARTICLE XIII – FRINGE BENEFITS**

**A. Health Insurance Coverage**

1. The Board shall provide its current single and family health insurance coverage of all teachers for hospitalization, major medical, dental and eye care insurance coverage.

Three (3) insurance coverage plans [i.e., level/extent of benefits for medical and prescription]—Plan 1, Plan 2, Plan 3—(Appendix C) will be offered, and each full-time eligible bargaining unit member will select the Plan of his or her choice, determined by the level and extent of insurance coverage benefits desired. Participants in the District's health insurance plans shall contribute premium costs as follows:

Plan 1: \$70.03/month for single or \$178.17/month for family;

Plan 2: \$76.84/month for single or \$195.52/month for family;

Plan 3: \$115.88/month for single or \$295.16/month for family.

Insurance rates are effective September 1, 2012.

A Flex 125 premium pass through program shall be utilized (subject to the rules established by the insurance carrier) to enable employees to make any bi-weekly contributions before taxes.

2. Under these plans, dependents will be covered according to Federal and State guidelines. The Board shall not be obligated to provide insurance for a dependent if the teacher desiring such coverage fails to provide the Treasurer with a written application or reasonable information requested by the Treasurer to establish the eligibility of dependents.
3. The Board shall have the right to select whatever carrier it chooses to provide its insurance programs; however, the selected plan(s) will not be changed during the life of this Negotiated Agreement.

**B. Vision Coverage**

Vision coverage will be provided under a Vision Services Plan (VSP), subject to the rules established by the insurance carrier. The vision insurance plan includes:

1. Coverage for one (1) eye exam every twelve (12) months;
2. One (1) pair of lenses every twelve (12) months; and
3. One (1) pair of frames every twenty-four (24) months.

Vision co-pays include:

1. \$10 for examination;

2. \$15 for lenses; and
  3. \$15 for frames (allowance subject to wholesale plan allowances with difference in costs being the responsibility of the teacher).
- C.** The Board shall provide a group term life insurance policy in the amount of thirty thousand dollars (\$30,000) and shall pay the full cost of providing such insurance.
- D.** Any teacher who is covered by the family medical coverage of a spouse who is not an employee of the District may annually waive, in writing, the insurance coverage in §A of this article and receive at the end of the contract year a cash "waiver bonus" of one thousand two hundred fifty dollars (\$1,250). The waiver must clearly explain the procedure for enrollment if the spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and must be applied for annually thereafter in order to be continued.

When both spouses are employees of the District, they shall be covered by a family plan under the name of one of the spouses. Upon the other spouse's application, he/she shall receive a one thousand two hundred fifty dollar (\$1,250) cash payment at the end of the contract year.

If seventeen (17) or fewer bargaining unit members opt out of health insurance coverage, they shall each receive a one thousand two hundred fifty dollar (\$1,250) waiver bonus. If more than seventeen (17) members opt out, each of those bargaining unit members shall receive a two thousand five hundred dollar (\$2,500) waiver bonus. When the parties meet to negotiate a successor agreement to this contract, the health insurance waiver bonus shall be one thousand two hundred fifty dollars (\$1,250) unless negotiated otherwise.

**E. INSURANCE COMMITTEE**

An insurance committee shall be maintained and convened for the purpose of reviewing all current insurance specifications. The Committee shall oversee on a continuing basis all medical, prescription drug, dental, and vision insurances. The Committee shall consist of an equal number of representatives of both the Board and the Association. The Board and the Association may each have one (1) consultant to the Committee. The Committee shall have the power to make its own internal rules of operation. Any changes recommended by the Committee must be accepted by both the Board and the members of the Association. A representative from the Association who serves on the Committee shall be invited to attend all meetings that are open for attendance of the Lake County Schools Council Health Care Consortium advisory meetings.

**F. Section 125 Plan ("Cafeteria Plan")**

1. The Board shall continue to provide a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis; and, (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in §3 below. In accordance with the foregoing, any payments in lieu of insurance coverage provided by this Agreement shall be made through the Cafeteria Plan.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1 through September 30). Each employee hired after September 15 may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end on the following September 30. The Section 125 Plan may not be revoked during the current

plan year (October 1 through September 30) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by §5 below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

**3. Dependent Care FSA**

- a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently five thousand dollars [\$5,000] per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

**4. Health Care FSA**

- a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of two thousand five hundred (\$2,500) per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.
- c. The plan shall allow a carryover of unused funds from plan year-to-plan year up to the maximum allowable amount under Federal law.

**5. Forfeiture of Unused Allocations**

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of two dollars and fifty cents (\$2.50) per pay per participating employee.

**F. Part-Time Teachers**

Fringe benefits for part-time teachers will be based upon the proportion of the teacher's assigned teaching load.

**ARTICLE XIV – GRIEVANCE PROCEDURES**

**A. General Provisions**

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of this Negotiated Agreement.
2. A "grievant" may be a teacher, group of teachers, or the MEA.
3. It is the intent of the Board and the MEA to resolve all grievances as expeditiously as possible and at the lowest possible administrative level.
4. All formal grievances must be in writing on the form provided in Appendix D.
5. By mutual agreement, the grievance procedure's steps may be waived and the time lines may be extended.
6. This grievance procedure shall be the sole and exclusive procedure for resolving grievances within its scope.
7. All meetings at Steps I, II, and III shall be scheduled so as not to conflict with scheduled working hours of the teacher involved. If an MEA representative is designated, scheduling of meetings shall be made with the MEA representative. All meetings will be confidential except to the parties of interest. Step IV sessions may be held during the school day, in which case participants will be released for said hearings without loss of pay or benefits.
8. If a grievance is not presented at the informal level (Step 1 below) within thirty (30) days of the act or conditions giving rise to the grievance, or if the grievant or his/her representative fails to observe the time limits established herein, the grievance shall be deemed to have been waived. If the Board representative fails to meet a deadline established by this procedure, the grievance shall automatically advance to the next step.
9. Settlement of a grievance at any step of this procedure shall be final and binding on the Board, administration, grievant, and MEA, if involved as representative of the grievant.
10. No reprisal of any kind shall be taken against any teacher by reason of participation in the grievance procedure.
11. When more than one (1) teacher is part of a grievance, the grievance shall be signed by the teacher representing the affected group. All teachers allegedly involved or the class shall be identified by name in the written grievance and their representative shall be given written notice by the administration of the filing of the grievance. Individuals within the affected class of teachers may withdraw from the grievance by making such a request in writing to the Superintendent and MEA President. The grievance shall continue to be processed on behalf of those who do not withdraw.

## **B. Procedures**

### **STEP I**

1. Within thirty (30) days of an event that a teacher believes, in good faith, constitutes the basis for a grievance, he/she first must discuss the alleged concern with the immediate administrator who has authority to bring about a resolution of the alleged problem. Otherwise, the grievance shall be considered waived. The discussion shall be held confidentially and personally by the grievant before the filing of a written grievance. The teacher may be accompanied by a representative of the MEA. The request for the conference shall advise the administrator that the meeting is being held concerning a grievance.
2. The administrator must respond to the teacher's alleged grievance within three (3) days of the conference or seven (7) days of the request, whichever is sooner.

### **STEP II**

1. If no resolution is made informally, the grievant may submit a written grievance to the lowest level administrator who has authority to render a decision within fifteen (15) days of the Step I discussion. The lowest level administrator may be the Superintendent, in which case this becomes Step III. The teacher must file a grievance within the time limits established by this section, or the grievance shall be considered waived.
2. The completed grievance form shall be given to the Step II administrator. Copies shall be given to the principal, Superintendent, and MEA.
3. Within ten (10) days of receipt of the written grievance, the administrator shall issue a written report to the grievant, the Superintendent and the MEA representative which contains his/her findings and the reasons for them.

### **STEP III**

1. If, within fifteen (15) days of receiving the written finding of the administrator at Step II, the grievant is dissatisfied with the disposition of the grievance, he/she may submit the written grievance, the Step II response and a statement of remaining issues in dispute to the Superintendent.
2. Within fifteen (15) days of receiving the written appeal, the Superintendent or designee may schedule a hearing on the grievance. The grievant may choose a representative to participate at the hearing at the expense of the teacher or the MEA.
3. The Superintendent will make a written report of his/her findings within ten (10) days of the hearing, giving reasons for the conclusion to the grievant, MEA representative, if any, and the Board President.

### **STEP IV**

If after receiving the answer at Step III the bargaining unit member remains aggrieved, the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step III. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first mutually agreeable meeting date available to the mediator, but not later than thirty (30) days from the request. If the mediation effort is unsuccessful or is not initiated and the bargaining unit member remains aggrieved, the Association may proceed to Step V.

## **STEP V**

1. If, within fifteen (15) days of receiving the written decision of the Superintendent at Step III or the date of the mediation session at Step IV, the grievant is not satisfied with the disposition of the grievance, issues in dispute may be submitted by the MEA for consideration and determination before an arbitrator.
2. The arbitrator will be selected from a panel provided by the American Arbitration Association. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association and render a decision following the hearing.
3. The decision of the arbitrator shall be final and binding on all parties, except that either party may petition the Court of Common Pleas to vacate, modify, or correct any decision of the arbitrator in accordance with ORC §§2711.10 through 2711.16.
4. The arbitrator shall have no power to add to, delete from or modify any of the terms of this Negotiated Agreement. The fees and expenses of the arbitrator shall be paid by the party which does not prevail in the arbitration. Additional expenses shall be paid by the party which incurs them.

## **ARTICLE XV – SEXUAL HARASSMENT**

### **A. Affirmation**

The Board and the MEA affirm that the mission of the District is never met by condoning forms of sexual harassment and that the working environment shall remain free of sexual harassment and intimidation. Sexual harassment, as defined in Board policy, shall be consistent with the mandates of federal and state law.

As with other forms of discrimination, the Board and the MEA are opposed to sexual harassment by one (1) teacher of another, and sexual harassment by a teacher of a student whether initiated by a male or female. Sexual harassment by any teacher will not be tolerated and can be grounds for termination of employment.

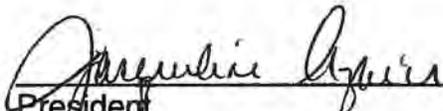
- B.** The Board and Association agree that the responsibility for conforming with state and federal law regarding sexual harassment resides with the Board. Accordingly, the MEA understands that the Board shall disseminate information concerning its procedures for reporting and investigating charges of sexual harassment.
- C.** Any discipline administered as a result of such harassment shall be in compliance with law and any applicable provisions of this Negotiated Agreement.

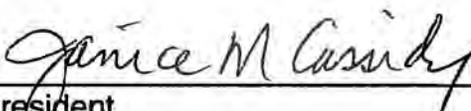
## **ARTICLE XVI – FORM AND DURATION**

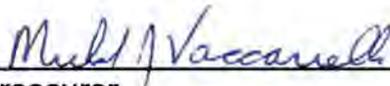
- A.** This Negotiated Agreement is effective 12:00 a.m. August 15, 2014 through 11:59 p.m. on August 15, 2015.
- B.** This Negotiated Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and administration reserve all rights and powers conferred on them by law and, reserve the right to use discretion in exercising such rights and to adopt, rescind, or modify policies and rules in the course of exercising such rights. Neither the Board nor the MEA shall violate this Negotiated Agreement; the MEA does not waive any statutory right it may have to bargain as to the impact of Board and administration actions on any mandatory bargaining subjects which are neither in any way

administration actions on any mandatory bargaining subjects which are neither in any way covered by other articles in this Negotiated Agreement nor within the scope of matters raised during negotiations.

- C. This is a binding agreement which shall supersede any previous Negotiated Agreement and/or conflicting policy during the term of this Negotiated Agreement and cannot be changed, modified or altered in any way without the mutual consent in writing and signed by the Board and the MEA.
- D. This Negotiated Agreement and its Appendices shall be printed in booklet form and distributed to all teachers and, upon request, to the MEA. The Board shall give each new teacher a copy of this Negotiated Agreement.
- E. Should any article, section, or clause of this Negotiated Agreement be declared illegal by a court of competent jurisdiction, all other provisions shall continue in full force and effect for the duration of this Negotiated Agreement.
- F. All other terms and conditions of the current contract shall remain in place and all 2013-2014 dates will be updated to reflect the 2014-2015 school year.

  
\_\_\_\_\_  
President  
Madison Local Board of Education

  
\_\_\_\_\_  
President  
Madison Education Association

  
\_\_\_\_\_  
Treasurer  
Madison Local Board of Education

  
\_\_\_\_\_  
Treasurer  
Madison Education Association

  
\_\_\_\_\_  
Superintendent  
Madison Local Board of Education

  
\_\_\_\_\_  
Chief Negotiator  
Madison Education Association

**MADISON LOCAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE**

**INDEX BASE \$36,204  
Effective July 1, 2014**

<b>STEP</b>	<b>B.A.</b>	<b>BA+15</b>	<b>160</b>	<b>MA or BA+45</b>	<b>MA+15</b>	<b>MA+30</b>
0	1.000 \$36,204	1.035 \$37,471	1.070 \$38,738	1.095 \$39,643	1.130 \$40,911	1.160 \$41,997
1	1.045 \$37,833	1.081 \$39,137	1.117 \$40,440	1.149 \$41,598	1.183 \$42,829	1.214 \$43,952
2	1.090 \$39,462	1.127 \$40,802	1.164 \$42,141	1.203 \$43,553	1.236 \$44,748	1.269 \$45,943
3	1.157 \$41,888	1.196 \$43,300	1.234 \$44,676	1.274 \$46,124	1.316 \$47,644	1.351 \$48,912
4	1.225 \$44,350	1.265 \$45,798	1.305 \$47,246	1.355 \$49,056	1.396 \$50,541	1.433 \$51,880
5	1.270 \$45,979	1.311 \$47,463	1.352 \$48,948	1.436 \$51,989	1.476 \$53,437	1.515 \$54,849
6	1.315 \$47,608	1.357 \$49,129	1.399 \$50,649	1.490 \$53,944	1.529 \$55,356	1.570 \$56,840
7	1.360 \$49,237	1.403 \$50,794	1.446 \$52,351	1.544 \$55,899	1.582 \$57,275	1.625 \$58,832
8	1.405 \$50,867	1.449 \$52,460	1.493 \$54,053	1.598 \$57,854	1.638 \$59,302	1.680 \$60,823
9	1.450 \$52,496	1.495 \$54,125	1.540 \$55,754	1.652 \$59,809	1.697 \$61,438	1.735 \$62,814
10	1.495 \$54,125	1.541 \$55,790	1.587 \$57,456	1.706 \$61,764	1.756 \$63,574	1.791 \$64,841
11	1.540 \$55,754	1.587 \$57,456	1.634 \$59,157	1.762 \$63,791	1.815 \$65,710	1.851 \$67,014
12	1.585 \$57,383	1.633 \$59,121	1.681 \$60,859	1.818 \$65,819	1.874 \$67,846	1.911 \$69,186
13	1.630 \$59,013	1.679 \$60,787	1.728 \$62,561	1.874 \$67,846	1.933 \$69,982	1.976 \$71,539
14	1.675 \$60,642	1.725 \$62,452	1.775 \$64,262	1.930 \$69,874	1.992 \$72,118	2.043 \$73,965
20	1.743 \$63,104	1.794 \$64,950	1.846 \$66,833	2.031 \$73,530	2.075 \$75,123	2.12 \$77,006

## SUPPLEMENTAL SALARY SCHEDULES

The following supplemental positions will be offered, on a limited contract basis only, when the Superintendent determines that it is educationally sound and financially feasible. A coach will be hired for each team (varsity, junior varsity, freshman, grade 8, grade 7) along with a minimum of one additional assistant coach. Teachers interested in applying for supplemental contract positions must do so in writing each year.

The dollar amount as determined by the percentage indicated shall be computed by using the BA Step 0 (base pay) in all instances. All advisors shall hold year-long responsibilities. Years of experience are defined as all years of supplemental service in the activity (e.g., football) in the District, plus all documented experience in the activity outside the District up to three (3) years. However, if a teacher is requested by the administration to change coaching or other supplemental duties, that teacher shall receive the same experience as if he/she had not changed.

COMBINED BOYS AND GIRLS	EXPERIENCE LEVEL (YEARS)			
	0-3	4-7	8-11	12+
Athletic Director	.22	.24	.26	.28
Assistant Athletic Director - HS	.10	.11	.12	.14
Assistant Athletic Director - MS	.07	.08	.09	.10
Swim Team	.10	.12	.13	.15
Assistant Coach/Swim Team	.07	.09	.11	.13
MMS Cross Country	.07	.09	.11	.13
<b>Boys</b>				
Head Varsity Football	.18	.20	.22	.24
Head Varsity Wrestling	.16	.18	.19	.21
Head Varsity Basketball	.16	.18	.19	.21
Head Varsity Baseball	.10	.12	.13	.15
Head Varsity Track	.10	.12	.13	.15
Head Varsity Golf	.10	.12	.13	.15
Head Varsity Cross Country	.10	.12	.13	.15
Head Varsity Soccer	.10	.12	.13	.15
Tennis	.10	.12	.13	.15
<b>Girls</b>				
Head Varsity Basketball	.16	.18	.19	.21
Head Varsity Track	.10	.12	.13	.15
Head Varsity Volleyball	.10	.12	.13	.15
Head Varsity Softball	.10	.12	.13	.15
Head Varsity Soccer	.10	.12	.13	.15
Head Varsity Soccer	.10	.12	.13	.15
Tennis	.10	.12	.13	.15

<b>Boys</b>	<b>0-3</b>	<b>4-7</b>	<b>8-11</b>	<b>12+</b>
Assistant Varsity Football	.12	.14	.16	.18
Assistant Football-Freshman	.12	.14	.16	.18
Assistant Varsity Wrestling	.12	.14	.16	.18
Assistant Wrestling-Freshman	.12	.14	.16	.18
Assistant Varsity Basketball	.12	.14	.16	.18
Assistant Basketball-Freshman	.12	.14	.16	.18
Assistant Varsity Baseball	.07	.09	.11	.13
Assistant Baseball-Freshman	.07	.09	.11	.13
Assistant Varsity Track	.07	.09	.11	.13
Assistant Varsity Golf	.07	.09	.11	.13
Assistant Varsity Cross Country	.07	.09	.11	.13
Assistant Varsity Soccer	.07	.09	.11	.13
Assistant Varsity Tennis	.07	.09	.11	.13
<b>Girls</b>				
Assistant Varsity Track	.07	.09	.11	.13
Assistant Varsity Basketball	.12	.14	.16	.18
Assistant Basketball-Freshman	.12	.14	.16	.18
Assistant Varsity Volleyball	.07	.09	.11	.13
Assistant Varsity Softball	.07	.09	.11	.13
Assistant Varsity Softball	.07	.09	.11	.13
Assistant Varsity Soccer	.07	.09	.11	.13
Assistant Varsity Tennis	.07	.09	.11	.13
Assistant Varsity Cross Country	.07	.09	.11	.13
Assistant Varsity Golf	.07	.09	.11	.13
<b>Boys Middle School*</b>				
Basketball	.07	.09	.11	.13
Track	.07	.09	.11	.13
Wrestling	.07	.09	.11	.13
Football	.07	.09	.11	.13
Golf	.07	.09	.11	.13
Cross Country	.07	.09	.11	.13
Soccer	.07	.09	.11	.13
<b>Girls Middle School*</b>				
Basketball	.07	.09	.11	.13
Track	.07	.09	.11	.13
Volleyball	.07	.09	.11	.13
Golf	.07	.09	.11	.13
Cross Country	.07	.09	.11	.13
Soccer	.07	.09	.11	.13

\* When 7<sup>th</sup> and 8<sup>th</sup> grade sports are separated, they shall have separate coaches who shall each receive the above supplemental contracts.

<b>Cheerleader Advisor</b>	<b>0-3</b>	<b>4-7</b>	<b>8-11</b>	<b>12+</b>
Head Advisor for Fall Sports	.05	.06	.07	.08
Assistant Advisor for Fall Sports	.04	.05	.06	.07
Middle School Advisor for Fall Sports	.03	.04	.05	.06
Head Advisor for Winter Sports	.05	.06	.07	.08
Assistant Advisor for Winter Sports	.04	.05	.06	.07
MS Advisor for Winter Sports	.03	.04	.05	.06
Competition Squad Advisor	.03	.04	.05	.06
<b>Weight Room Supervisor</b>				
Fall Supervisor	.0175	.0225	.0275	.0325
Winter Supervisor	.0175	.0225	.0275	.0325
Spring Supervisor	.0175	.0225	.0275	.0325
Summer Supervisor	.0175	.0225	.0275	.0325
<b>ADVISORS</b>				
Academic Challenge Club	.03	.04	0.05	.06
Academic Decathlon	.03	.04	0.05	.06
Core Team Building Coordinator	.03	.04	0.05	.06
Core Team Coordinator- District-wide	.08	.09	0.10	.11
High School Drama (2 per year)	.08	.10	0.12	.14
HS Musical Choreographer	.03	.04	0.05	.06
HS Show Choir Choreographer	.03	.04	0.05	.06
HS Drama Asst. Technical Director	.03	.04	0.05	.06
7th Grade Trip Director	.01	.02	0.03	.04
8th Grade Trip Director	.01	.02	0.03	.04
Middle School Drama (1 per year)	.04	.05	0.06	.07
District Electronic Media Director	.16	.18	0.20	.22
Electronic Media Coordinator- Elementary & Middle School	.05	.06	0.07	.08
Freshman Class	.03	.04	0.05	.06
Head Teacher - Elementary & MS	.05	.06	0.07	.08
Instrumental Music Director	.14	.15	0.16	.17
Assistant Instrumental Music Director	.05	.06	0.07	.08
Vocal Music Director	.08	.09	0.10	.11
Junior Class	.05	.06	0.07	.08
Key Club	.05	.06	0.07	.08
Language Club	.04	.05	0.06	.07
Majorette	.05	.06	0.07	.08
Math Club	.03	.04	0.05	.06
Model U.N.	.03	.04	0.05	.06

	<b>0-3</b>	<b>4-7</b>	<b>8-11</b>	<b>12+</b>
Middle School Newspaper	.04	.05	.06	.07
Science Club	.03	.04	.05	.06
National Honor Society	.05	.06	0.07	.08
Power of the Pen	.01	.02	0.03	.04
S.A.D.D.	.03	.04	0.05	.06
High School Newspaper	.05	.06	0.07	.08
Senior Class	.05	.06	.07	.08
Sophomore Class	.03	.04	.05	.06
Student Council-High School	.05	.06	.07	.08
Student Council-Middle School	.04	.05	.06	.07
Student Council-per Elementary	.04	.05	.06	.07
Teen Institute Club	.04	.05	.06	.07
Yearbook--High School	.08	.10	.12	.14
Yearbook-Middle School	.04	.05	.06	.07
IC Coaches	.02	.03	.04	.05

### **SCHOOL YEAR AND HOURLY RATES**

Teacher Workshop Day Attendance Stipend	.007 of BA base per day
Emergency Substitute Teaching Assignment	.001 of BA base per hour
Overnight Duty	.005 of BA base per night

Supplemental contracts for hourly-type activities not listed above, including but not limited to after-school detention, Saturday school, summer curriculum work, summer band, 1AT or similar committee member and tutoring shall be paid at the hourly rate of .001 of the BA base or, if mutually acceptable to the teacher(s) and the Board, release time. The hourly rate paid to teachers who perform duties paid by grant funds shall be subject to the terms and conditions established by the limitations of the approved grant and shall be communicated in advance to participating teachers.

### **CLASS COVERAGE**

All class coverages are based on the hourly per diem rate of the BA base in fifteen (15) minute increments.

<b>Lake County Schools Council Adopted Model for Standard Plan Designs PPO (Preferred Provider Organization)</b>			
<b>Base Plan</b>	<b>Plan 1</b>	<b>Plan 2</b>	<b>Plan 3</b>
<b>Network Benefit Period Deductible Single/Family</b>	\$500/\$1000	\$250/\$500	\$100/\$200
<b>Non-Network Benefit Period Deductible Single/Family</b>	\$1000/\$2000	\$500/\$1000	\$200/\$400
<b>Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family</b>	\$2000/\$4000	\$1000/\$2000	\$500/\$1000
<b>Non-Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family</b>	\$4000/\$8000	\$2000/\$4000	\$1000/\$2000
<b>Office Visit (OV) Copay Network/Non-Network</b>	Deductible & Coinsurance	Deductible & Coinsurance	\$15 / Deductible & Coinsurance
<b>Urgent Care (UC) Copay Network/Non-Network</b>	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
<b>Emergency Room (ER) Copay</b>	\$75	\$50	\$50
<b>Coinsurance Network/Non-Network</b>	80% / 60%	90% / 70%	90% / 70%
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited
<b>Benefits</b>	<b>Network</b>		<b>Non-Network</b>
<b>Benefit Period</b>	January 1 <sup>st</sup> through December 31 <sup>st</sup>		
<b>Dependent Age Limit</b>	19 Dependent / 25 Student		
<b>Physician/Office Services</b>			
<b>Office Visit (Illness/Injury)</b>	Deductible & coinsurance (Plan 3: \$15 copay, 100%)	Deductible & coinsurance	
<b>Urgent Care Facility Services</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Immunizations (tetanus toxoid, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide)</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Preventative Services (one per year, unless otherwise specified)</b>			
<b>Office Visit/Routine Physical Exam</b>	100%	50%	
<b>Well Child Care Services/Lab Tests and Immunizations</b>	100%	50%	
<b>Annual Maximum: from age 0-1: \$1000; age 1-9: \$300</b>			
<b>Routine Mammogram &amp; Pap Test</b>	100%	50%	
<b>Well Woman Office Visit</b>	100%	50%	
<b>PSA Exam</b>	100%	50%	
<b>Routine Endoscopies</b>	100%	50%	
<b>Routine Lab, X-Rays &amp; medical tests</b>	100%	50%	
<b>Outpatient Services</b>			
<b>Surgical Services</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Diagnostic Services</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Physical/Chiropractic/Occupational Therapies</b>	Deductible & coinsurance	Deductible & coinsurance	
<ul style="list-style-type: none"> <li>• Combined Physical &amp; Occupational limit: 40 visits/year</li> <li>• Chiropractic limit: 12 visits/year</li> </ul>			
<b>Speech Therapy: 20 visits/year maximum</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Cardiac Rehabilitation</b>	Deductible & coinsurance	Deductible & coinsurance	
<b>Supplemental Accident Care</b>	N/A		
<b>Emergency use of an Emergency Room</b>	ER copay, then 100%		
<b>Non-Emergency use of an Emergency Room</b>	ER copay, then coinsurance	Deductible & Coinsurance	

Benefits	Network	Non-Network	
<b>Inpatient Facility</b>			
Semi-Private Room and Board	Deductible & coinsurance	Deductible & coinsurance	
Maternity	Deductible & coinsurance	Deductible & coinsurance	
Skilled Nursing Facility	Deductible & coinsurance	Deductible & coinsurance	
Private Duty Nursing	Deductible & coinsurance	Deductible & coinsurance	
<b>Additional Services</b>			
Ambulance	Deductible & coinsurance	Deductible & coinsurance	
Durable Medical Equipment	Deductible & coinsurance	Deductible & coinsurance	
<b>Mental Health and Substance Abuse</b>			
Inpatient Mental Health and Substance Abuse Services Limit: 30 days/year	Deductible & coinsurance	Deductible & coinsurance	
Outpatient Mental Health and Substance Abuse Services Limit: 30 visits/year	Deductible & coinsurance	Deductible & coinsurance	
<b>Prescription Drug Benefits</b>	<b>Plan 1</b>	<b>Plan 2</b>	<b>Plan 3</b>
<b>Retail Supply: 30 day supply</b>			
Generic Script	\$10 copay	\$10 copay	\$5 copay
Preferred Brand	\$30 copay	\$25 copay	\$20 copay
Non-Preferred Brand	\$50 copay	\$40 copay	\$30 copay
<b>Mail Order: 90 day supply</b>			
Generic Script	\$20 copay	\$20 copay	\$10 copay
Preferred Brand	\$60 copay	\$50 copay	\$40 copay
Non-Preferred Brand	\$100 copay	\$80 copay	\$60 copay

Rev. 5/1/08

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

**Madison Education Association**

**Step II Grievance Form**

GRIEVANCE NO. \_\_\_\_\_ GRIEVANT: \_\_\_\_\_  
(To be completed by the administration)

Specific sections of the Negotiated Agreement DATE OF STEP I DISCUSSION  
that were allegedly violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF GRIEVANCE** (Include factual background of and reasons for the  
grievance. Use additional pages, if necessary.)

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**RELIEF SOUGHT** (Use additional pages, if necessary)

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Grievant

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Date Filed

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Administrator

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Date Received

**RESPONSE** (Use additional pages, if necessary)      Date of Discussion \_\_\_\_\_

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Administrator

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Date of Response

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date Received

pc:    Labor Relation Consultant  
       MEA President

**Madison Education Association**

**Step III Grievance Form**

**GRIEVANCE NO.**

(Attach a copy of the Step II grievance form and response.)

**STATEMENT OF DISAGREEMENT WITH STEP II RESPONSE AND REMAINING  
ISSUES IN DISPUTE**

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Grievant

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Date Filed

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Administrator

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Date Received

**RESPONSE** (Use additional pages, if necessary)

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Administrator

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Date

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Grievant

\_\_\_\_\_  
Date Received

pc: Labor Relation Consultant  
MEA President

*Madison Local School District*

**JOB DESCRIPTION**

**POSITION: CLASSROOM TEACHER**

**QUALIFICATIONS:**

As established by the Center for the Teaching Profession, Certification Licensure, Ohio Department of Education, for the classroom assignment of the teacher.

**REPORTS TO:**

Building Principal or designee.

**SUPERVISES:**

Teacher aide, student teacher, or volunteers as assigned by the building principal.

**JOB GOAL:**

To guide students in learning subject matter and or skills as contained in the applicable Ohio Department of Education Academic Content Standards.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES**

**A. PLANNING AND PREPARATION**

1. Becoming familiar with relevant aspects of students' background knowledge and experiences.
2. Articulating clear learning goals for the lesson that are appropriate to the students.
3. Demonstrating an understanding of the connections between the content previously learned, current content, and future content.
4. Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.
5. Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

**B. CLASSROOM ENVIRONMENT**

1. Creating a climate that promotes fairness.
2. Establishing and maintaining rapport with students.
3. Communicating challenging learning expectations to each student.
4. Establishing and maintaining consistent standards of classroom behavior.
5. Making the physical environment as safe and conducive to learning as possible.

**C. INSTRUCTION**

1. Making learning goals and instructional procedures clear to students

2. Making content comprehensible to students
3. Encouraging students to extend their thinking
4. Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
5. Using instructional time effectively

**D. PROFESSIONAL RESPONSIBILITIES**

1. Reflecting on the extent to which the learning goals were met
2. Maintaining accurate records
3. Demonstrating a sense of efficacy
4. Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
5. Communicating with parents or guardians about student learning
6. Growing and developing professionally

**TERMS OF EMPLOYMENT:**

Salary, work year, and terms and conditions of employment to be determined by the Madison Local Board of Education in accordance with the Ohio Revised Code and the current Negotiated Agreement.

**EVALUATION:**

Performance of the Classroom Teacher will be evaluated annually by the building Principal in accordance with the provisions of the Madison Local Board of Education policy and the current Negotiated Agreement.

Adopted: 9/25/90  
Revised: 3/15/94  
11/18/03  
8/15/06

**Madison Local School District  
TEACHER OBSERVATION INSTRUMENT**

Name \_\_\_\_\_ School \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Subject/Class \_\_\_\_\_  
(in/out)

Date of Pre-Conference (when applicable) \_\_\_\_\_

**1 = Not Meeting Expectations 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations**

COMPONENTS	Performance level	A. PLANNING AND PREPARATION
		COMMENTS
A1 Becoming familiar with relevant aspects of students' background knowledge and experiences		
A2 Articulating clear learning goals for the lesson that are appropriate to the students		
A3 Demonstrating an understanding of the connections between the content previously learned, current content, and future content		
A4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson		
A5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson		

COMPONENTS	Performance level	B. CLASSROOM ENVIRONMENT
		COMMENTS
B1 Creating a climate that promotes fairness		
B2 Establishing and maintaining rapport with students		
B3 Communicating challenging learning expectations to each student		
B4 Establishing and maintaining consistent standards of classroom behavior		
B5 Making the physical environment as safe and conducive to learning as possible		

COMPONENTS	Performance level	C. INSTRUCTION
		COMMENTS
C1 Making learning goals and instructional procedures clear to students		
C2 Making content comprehensible to students		
C3 Encouraging students to extend their thinking		
C4 Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands		
C5 Using instructional time effectively		

*(For discussion purposes only)*

COMPONENTS	Performance Level	D. PROFESSIONAL RESPONSIBILITIES
		COMMENTS
D1 Reflecting on the extent to which the learning goals were met		
D2 Maintaining accurate records		
D3 Demonstrating a sense of efficacy		
D4 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students		
D5 Communicating with parents or guardians about student learning		
D6 Growing and developing professionally		

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

**EVALUATOR'S COMMENTS:**

**TEACHERS COMMENTS:**

**Madison Local School District  
TEACHER EVALUATION INSTRUMENT**

Name \_\_\_\_\_ School \_\_\_\_\_

Date \_\_\_\_\_

Date of Pre-Conference (when applicable) \_\_\_\_\_

**1 = Not Meeting Expectations 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations**

COMPONENTS	Performance level	A. PLANNING AND PREPARATION,
		COMMENTS
A1 Becoming familiar with relevant aspects of students' background knowledge and experiences		
A2 Articulating clear learning goals for the lesson that are appropriate to the students		
A3 Demonstrating an understanding of the connections between the content previously learned, current content, and future content		
A4 Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson		
A5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson		

<b>COMPONENTS</b>	<b>Performance level</b>	<b>B. CLASSROOM ENVIRONMENT</b>
		<b>COMMENTS</b>
B1 Creating a climate that promotes fairness		
B2 Establishing and maintaining rapport with students		
B3 Communicating challenging learning expectations to each student		
B4 Establishing and maintaining consistent standards of classroom behavior		
B5 Making the physical environment as safe and conducive to learning as possible		

<b>COMPONENTS</b>	<b>Performance level</b>	<b>C. INSTRUCTION</b>
		<b>COMMENTS</b>
C1 Making learning goals and instructional procedures clear to students		
C2 Making content comprehensible to students		
C3 Encouraging students to extend their thinking		
C4 Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands		
C5 Using instructional time effectively		

COMPONENTS	Performance level	D. PROFESSIONAL RESPONSIBILITIES
		COMMENTS
D1 Reflecting on the extent to which the learning goals were met		
D2 Maintaining accurate records		
D3 Demonstrating a sense of efficacy		
D4 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students		
D5 Communicating with parents or guardians about student learning		
D6 Growing and developing professionally		

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

**EVALUATOR'S COMMENTS:**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
MADISON EDUCATION ASSOCIATION  
AND THE  
MADISON BOARD OF EDUCATION**

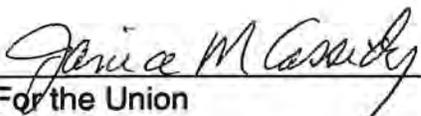
*The Madison Board of Education* (the "Board") and the *Madison Education Association* (the "Association") hereby enter into this Memorandum of Understanding ("MOU") this 20<sup>th</sup> day of August, 2014. The terms and conditions of this MOU are as follows:

**WHEREAS**, the Parties agreed to a successor agreement on August 15, 2014, which shall commence on the first teacher day of the school year; and

**WHEREAS**, the Parties entered into certain agreements with regard to voluntary in-service days outside of said agreement that affects the Association and in that regard desire to memorialize their agreements pertaining to same;

**NOW THEREFORE, IT IS HEREBY AGREED** by and between the Board and the Association that the following language shall constitute their Agreement as it relates to these matters:

1. The Board will not offer five (5) voluntary in-service days which include two (2) days in August 2014, one (1) day in November 2014, and two (2) days in August 2015.
2. If an operating levy is passed prior to August 25, 2015, or if a levy is not placed on the ballot prior to August 11, 2015, then the voluntary in-service days in August 2015 (2 days) shall be offered.
3. This agreement is intended to cover only the days mentioned in item No. 1 above and the language as it relates to voluntary in-service days will remain in the collective bargaining agreement as it is currently written.
- 4.. This agreement expires August 15, 2015.

  
For the Union

  
For the Board of Education

## **Appendix H**

### **OTES Teacher Evaluation Forms**

**Self-Assessment Summary Tool**

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name \_\_\_\_\_

Date \_\_\_\_\_

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

**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).

**Self-Directed**

**Collaborative**

Teacher

Evaluator

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

**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 *Ohio Standards for the Teaching Profession*. 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)

**Improvement Plan (continued)**

**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 local contract have been followed.*

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_
School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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 local contract 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.

**Teacher Performance Evaluation Rubric**

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTIONAL PLANNING</b>	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<b>Evidence</b>				
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	<b>Evidence</b>				

<b>INSTRUCTIONAL PLANNING</b>					
		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>INSTRUCTIONAL PLANNING</b>	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>  <b>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i>  Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS</b> <b>(Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<b>Evidence</b>				