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MASTER AGREEMENT

between the

MONROEVILLE TEACHERS ASSOCIATION

and the

MONROEVILLE BOARD OF EDUCATION

Effective July 1, 2014 through June 30, 2017

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ARTICLE I - RECOGNITION

The Board of Education of Monroeville Local Schools recognizes the Monroeville Teacher's Association as the sole and exclusive representative of all bargaining unit members as defined in paragraphs A and B below:

- A. For purposes of recognition, the "bargaining unit" shall include licensed/certificated Teachers (full and part time), LD tutors, and special education teachers.
- B. Excluded from the unit are casual substitute teachers, including permanent substitutes, supervisory employees, and all non-certified/licensed employees.

The recognition granted herein shall preclude recognition of any other organization representing the teachers during the term of this Agreement.

ARTICLE II - BARGAINING PROCEDURES

A. TIMETABLE FOR BARGAINING

Negotiations will be conducted through meetings of the negotiators selected by the Board and the negotiators selected by the Association.

Negotiations shall begin within thirty (30) days of the request of either party provided, however, that such request shall be made no sooner than March 1 of the year in which the contract expires.

B. BARGAINING MEETINGS

The parties agree to meet and negotiate in good faith in an effort to reach agreement. Any agreement reached shall apply to all employees under the contract. The Agreement shall be reduced to writing, presented to the MTA and, if adopted, be presented to the Board for its approval and, if approved, be officially adopted by the Board of Education.

C. ACCESS TO INFORMATION

During such negotiations, the Board and the MTA may present relevant data, exchange points of view and make proposals and counterproposals. Records will be made available to the MTA and the Board of Education upon reasonable request, in writing.

D. REACHING AGREEMENT

During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

E. IMPASSE PROCEDURE

In the event either of the parties declares impasse, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

Should the parties be unable to reach agreement as the result of the mediation process as defined above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided, however, that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.

The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon alternate dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

F. GROUND RULES

1. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
2. Negotiations shall commence within thirty (30) days of receipt of said letter unless an extension of time is mutually agreed upon.
3. The agenda for the first meeting shall be for both teams to make inquiries on the meaning and intent of the issues as presented.
4. No new proposals may be raised for negotiations by either party after the initial meeting to exchange proposals unless by mutual agreement.
5. The following shall be determined at the commencement of each meeting prior to proceeding to negotiation items:

- a. The time, date, and place of the next meeting.
 - b. The agenda for the meeting in session.
 - c. The length of the meeting in session; however, no meeting, including caucus periods, may exceed two (2) hours unless otherwise agreed.
- 6. Each party shall negotiate in good faith.
 - 7. Any lawful conduct and any conduct not in violation of this contract shall not be cause for reprisal. No action to coerce, censor, or penalize any negotiating participant shall be made. Alleged violations of the provisions of this paragraph shall not be subject of an Unfair Labor Practice (ULP) charge.

ARTICLE III – GRIEVANCE PROCEDURE

A. GRIEVANCE – DEFINITIONS

- 1. A grievance shall be defined as a violation, misinterpretation, or misapplication of any provisions of the current negotiated agreement.
- 2. An “aggrieved party” or “grievant” as referred to herein shall mean any bargaining unit member, any group of bargaining unit members, or the Monroeville Teachers’ Association (MTA) who alleges that a grievance has occurred.
- 3. Parties of interest shall be the aggrieved party, MTA, or the representative selected by the grievant, building principal, and/or the appropriate administrator directly involved at the given level of this procedure.
- 4. A “day” shall be a school day during the school year, excluding calamity days, and a weekday (Monday through Friday) during the summer.

B. INITIATION AND PROCESSING

- 1. Level One, Employee
 - a. A grievant(s) will first discuss the problem with the principal or immediate superior, either individually or through the Association’s school representative, or accompanied by the representative, with the objective of resolving the matter informally.

- b. If the grievant(s) is not satisfied with the disposition of the grievance, he/she may file a written grievance with his/her principal within ten (10) days following the act or condition which is the basis of his/her complaint. Copies of such written grievance are to be sent by the aggrieved party to the representative of the Association and to the superintendent. If the grievance is not filed within ten (10) days, the grievance shall be considered waived and may not be filed. The principal shall communicate his/her decision in writing within five (5) days to the grievant and to the superintendent.

2. Level Two

- a. Within ten (10) days of receipt by the grievant of the decision rendered by the principal, such decisions may be appealed to the superintendent. The appeal shall include a copy of the decision and the grounds for appeal.
- b. The appeal shall be heard by the superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the chairman of the Grievance Committee and any administrator who has previously been involved in the grievance.
- c. Within five (5) days of hearing the appeal, the superintendent shall communicate to the grievant, chairman of the Grievance Committee, and any administrator who has previously been involved in the grievance his/her written decision, including supporting reasons.

3. Level Three

- a. If the action taken by the superintendent does not resolve the grievance to the satisfaction of the employee(s) and/or Association, the employee or Association may appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and a copy filed with the president of the Board of Education. The superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education, which is held at least five (5) days from the day the appeal is received. This time limit can be waived by the Board. The aggrieved employee(s) or Association shall have the right to be represented at such meeting by counsel and /or by a representative of his/her employee organization. Nothing herein shall preclude the administration from having a representative(s) present at said Board level.
- b. The Board of Education shall act upon such appeal at the meeting. The Board of Education's act shall be based upon the recommendation

of the superintendent and the arguments presented by or on the behalf of the employee(s). Copies of the final action and supporting reasons shall be sent to the employee(s) and the MTA president, superintendent, and building principal.

C. GRIEVANCE IMPASSE

1. Level Four

- a. If the aggrieved party is not satisfied with the disposition at Level Three, then he/she, with the approval of the MTA Grievance Committee, shall have the right to appeal the decision to arbitration provided the appeal notice is filed with the treasurer of the Board within thirty (30) days of receipt of the decision at Level Three.
- b. The Association may refer the grievance to the arbitrator by giving written notice to the superintendent and/or the Board of its desire to do so.
- c. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection shall be by alternate strike with either party having the right to request a second list. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.
- d. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.
- e. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- f. No decision on any one case shall require a retroactive wage adjustment in any other case.
- g. The expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

D. GENERAL PROCEDURE

1. Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. The failure to file the grievance within the time limits set forth in the Article shall constitute a waiver of the right to file the

grievance. The failure to appeal the grievance within the time limits shall result in the grievance being deemed withdrawn with prejudice. Time limits may only be extended by mutual agreement of all parties concerned.

2. At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's Grievance Committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. The grievant may be represented by the recognized Association at all stages of the grievance procedure.
4. The administration and grievance chairperson and/or designee will cooperate in the investigation of any grievance, and both parties will furnish each other with such information as it is necessary for the processing of any grievance.
5. It will be the practice of all parties in interest to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties.
6. The form to be utilized in the processing of grievances (Level One, Two, and Three is that which is attached hereto as Appendix C.

ARTICLE IV - INDIVIDUAL RIGHTS

A. NON-RENEWAL OF CONTRACTS

1. No teacher employed in the district for more than two (2) years shall be non-renewed until evaluation of performance or unusual circumstances indicates non-renewal is appropriate. In no case will a teacher be non-renewed for reduction in force purposes. Prior to any non-renewal, the affected teacher shall be advised by the administrator of the administrator's recommendation for non-renewal.
2. If the superintendent intends to recommend the non-renewal of a limited contract, the teacher shall receive written notification of this intent. If the teacher desires a hearing before the Board as a result of the notification from the superintendent of his/her intent to recommend the non-renewal of his/her contract, the teacher may request to appear before the Board of Education and explain to the Board why it should not follow the recommendation of the superintendent.

3. The teacher is not entitled to appear before the Board of Education unless he/she requests such an appearance within seventy-two (72) hours of the receipt of notification from the superintendent of his/her intent to recommend the non-renewal of the contract. This Board meeting shall be on or after March 15.
4. The teacher shall be entitled to counsel or other representation with him/her at his/her appearance before the superintendent and at his/her appearance before the Board of Education.
5. Within five (5) days of the date of the meeting, the Board shall serve a written decision on the teacher, specifying its disposition with regard to its action of the non-renewal.
6. Supplemental contacts are not included in this non-renewal procedure.
7. The procedures listed herein shall supersede and take precedence over the requirements of Ohio Revised Code 3319.11 specifically as they relate to the non-renewal of limited contracts.
8. Non-renewal of Limited Teaching Contracts for Probationary Employees who have been employed for Two (2) Years or Less
 - a. Limited contract teachers who are employed after July 1, 2004, and who have been employed for two (2) or fewer years shall be notified by the superintendent if they will not be recommended to the Board for rehiring at the end of their contract. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.
 - b. This non-renewal procedure for such teachers supersedes all provisions of ORC 3319.11 and ORC 3319.111 and such teachers shall have no right to challenge said non-renewal pursuant to ORC 3319.11 or 3319.111 or through the negotiated grievance procedure or other tribunal.

B. SEQUENCE OF CONTRACTS

1. New Teachers

No new teacher may be employed on more than a one-year contract unless:

- a. He/she had already taught at least one (1) year on a continuing contract in another school system.
- b. He/she is returning after a leave of absence or after a period of no teaching or teaching in another school system and had been eligible for more than a one-year contract when he/she left Monroeville.
- c. Credit on the teacher salary schedule will be given for previous teaching experience in a duly accredited school as defined in ORC 3317.13 upon employment. Additional credit not to exceed five (5) years for military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Full experience credit up to ten (10) years including teaching and military service shall be granted.

2. Limited Contracts

No teacher will be granted more than a two-year limited contract under any circumstances. The purpose of this is to encourage teachers to get their professional certificate/license in order to become eligible for continuing contract status.

C. TEACHING CONTRACTS

1. Only a teacher who meets the criteria set forth in ORC 3319.08 may be offered a continuing contract.

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before October 1 of the year in which they are eligible. If the request or documentation is not received by October 1, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Board.

2. Temporary Certificate/License

No teacher on a temporary certificate/license may be given more than a one-year limited contract under any circumstances.

3. Contract Track

The normal schedule of awarding contracts to teachers will be as follows:

- a. One-year contract for first year at Monroeville Local Schools

- b. One-year contract for the second year at Monroeville Local Schools.
- c. Two-year contracts beginning the third year at Monroeville Schools unless written reasons are given for a one-year contract.

D. PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of professional staff members maintained by the Board and administration.

Individual professional staff members shall have access to their professional file. Requests of professional staff members to have access to their personnel files shall be handled by the superintendent or the treasurer of the Board and such access shall be during the normal administrative workday.

All materials placed in the personnel file of the professional staff member shall include the following:

1. The date the item was placed in the file
2. The initials of the administrator and date of placing the information in the file
3. The signature of the staff member indicating his/her inspection if such material is derogatory in nature.

The professional staff member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. He/she has the opportunity to reply to critical material in a written statement to be attached to the filed copy. Alternatively, a professional staff member may log into the electronic Teacher and Principal Evaluation System (eTPES) and endorse material submitted by an evaluator through the entering of the teacher's unique eTPES PIN number. An electronic endorsement through eTPES does not indicate agreement with the content of the material, but indicates only that the material has been received by the professional staff member.

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the superintendent.

Letters of recommendation and other related information used for initial employment may be retained in personnel files or maintained by the local Board or administration including the following:

1. Official transcripts of college work
2. Copy(ies) of certification authorized by the State Department of Education

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

A professional staff member will be entitled to a copy, at his/her expense, of any material in his/her file.

E. EVALUATIONS

The Board of Education, in consultation with teachers employed by the Board, adopts this standards-based evaluation policy in conformance with the framework for evaluation of teachers developed by the State Board of Education under O.R.C. 3319.112. This Teacher Evaluation Policy aligns with the *Standards for the Teaching Profession* set forth in state law.

1. Definitions
 - a. Evaluation Instrument- The Evaluation Instrument shall be the process and forms used by the employee's evaluator as approved by ODE and adopted by the board in cooperation with MTA.
 - b. Walkthrough - Is a formative assessment of a teacher that shall last 5-20 minutes in duration with at least two (2) occurring per formal observation. After the Walk Through has occurred a written report of what was observed shall be presented to the teacher within a timely manner.
 - c. Pre-Conference - Meeting prior to formal observation taking place in which evaluator and teacher discuss the lesson to be observed. This meeting shall occur within three (3) working days prior to the lesson being observed. The purpose of this meeting is for the evaluator to collect evidence of the teaching domains established in O.R.C. 3319.61.
 - d. Post Conference - Meeting between evaluator and teacher after the formal observation has occurred. This meeting shall take place no later than five (5) working days after the evaluation has taken place. The purpose of this meeting is for the evaluator to collect evidence of the teaching domains established in O.R.C. 3319.61, as well as to provide feedback to the teacher. After the two (2) formal observation

cycles have been completed the evaluator shall assign a teacher a rating as prescribed by O.R.C. 3319.111 and O.R.C. 3319.112.

- e. SGM/Evaluation Committee- This committee shall consist of one teacher representative from the high school, jr. high school, and elementary school along with each building principal and district curriculum specialist.

2. Teaching Employees Covered by this Instrument

- a. This instrument applies to any person employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit issued under O.R.C. 3319.301, and who spends at least fifty percent (50%) of his or her time providing content-related student instruction.
- b. This instrument does not apply to the High School or Elementary Guidance Counselors. The building principals shall evaluate each position annually and use the evaluation instrument which is attached hereto as Appendix A-3 & A-4.
- c. This instrument does not apply to the District Librarian. A building principal shall evaluate the District Librarian annually and use the evaluation instrument which is attached hereto as Appendix A-5.
- d. Teachers who spend less than fifty percent (50%) of their time providing content related instruction to students and/or teachers who instruct less than six (6) students will be exempt from the Student Growth Measures portion of the Ohio Teacher's Evaluation System (OTES). The Final Summative Evaluation for teachers meeting this criteria will be determined by the Teacher Performance portion of OTES as determined by their evaluator.

3. Credentialed Evaluators

Evaluators must be an administrator employed by the district. Evaluation of an employee shall be conducted by the employee's immediate supervisor. In the event that an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the primary evaluator and the other as a secondary evaluator. Each teacher evaluation conducted under this instrument shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111 (D); and 2) who holds a credential established by the Ohio Department of Education (ODE) for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

4. Evaluation Timeline and Requirement

a. All Teachers

- i. District administrators shall conduct an evaluation of each teacher subject to this instrument at least annually. Each evaluation shall include: 1) two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) periodic classroom walkthroughs by the evaluator. The first observation may begin after the second week of school and the two observations shall be no less than six (6) weeks apart, unless mutually agreed upon by the evaluator and the teacher. Evaluations shall be completed by the first day of May, and each teacher subject to this instrument shall be provided a written copy of the evaluation results by the tenth day of May.
- ii. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations, which shall be conducted no less than four (4) weeks apart, and must be completed annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

b. Accomplished Teachers

- i. The Board elects to evaluate annually a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation.
- ii. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this agreement via one (1) cycle of formal observations and periodic classroom walkthroughs.

c. Completion of Evaluation Process

- i. The performance evaluation of an employee shall be based upon the walkthroughs and observations of the employee's performance, student growth measures as agreed to in this agreement or required by statute, ODE, and/or the State Board of Education, and shall acknowledge the performance strengths of the employee evaluated as well as performance

deficiencies, if any. The evaluation report shall be signed /pinned by the evaluator. The evaluation report shall be signed/pinned by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature/pin should not be construed as evidence that the employee agrees with the contents of the evaluation report.

d. Response to Evaluation

- i. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy, signed by both parties, shall be retained by the employee.

5. Assigning an Effectiveness Rating (50% teacher performance and 50% student growth)

- a. To obtain the final rating, each category's sub-scores are combined on the Evaluation Matrix to determine the rating. (See Appendix A.) The vertical axis of the Evaluation Matrix represents student growth measures and the horizontal axis on the table represents teacher performance. By using the Evaluation Matrix, a final rating will be determined. After final rating for teachers have been determined, the Ohio eTPES (electronic Teacher and Principal Evaluation System) is the method by which the Board must report their teacher and principal final summative ratings to the state. The Board must report the number of teachers and principals for whom an evaluation was conducted and the number of teachers and principals assigned each rating to the ODE. eTPES will calculate the Student Growth Measures 50% from manually entered data and downloaded data (Value-Added). It will then calculate the Final Summative Rating (using the Teacher Performance 50% and the Student Growth Measures 50%) for each educator.

6. Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

- a. Understanding student learning and development and respecting the diversity of the students they teach;

- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance, and involvement.

7. Calculating Student Growth Measures

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

- a. Teacher-Level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
- b. ODE-Approved List of Assessments: Assessments, if utilized by the District, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to Student Growth Measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
- c. Locally-Determined Measures: For courses of instruction in which neither Teacher Level Value-Added Data nor ODE-Approved Assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall

establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

- d. In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included. If a student accumulates fifteen (15) or more unexcused absences between a pre-test and post test used to determine student growth on an SLO, that student's results will not be included in the teacher's calculation for student growth.
- e. Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected", and 3) "Below."
- f. When utilizing vendor assessments to construct Student Growth Measures (SGMs), all related materials shall be purchased, and unless required by statute or ODE, training on vendor assessments should be completed prior to implementation.
 - i. The Evaluation Committee and/or SGM Committee shall provide a recommendation to the Superintendent and Association president on the use of a proposed vendor assessment in a timely manner prior to purchase. The Committee may ask for the vendor to make a presentation to the Committee
- g. When utilizing Student Learning Objectives (SLOs) to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 15.
 - i. The SGM Committee shall review and approve all submitted SLOs by October 15.
 - ii. Any SLO that is rejected by the SGM Committee (or Evaluation Committee) shall be returned to the teacher/group with specific designation of deficiencies within a timeline (10 days) for the resubmittal of the corrected SLO.
 - iii. Teachers shall administer the final assessments to determine student growth as defined in the approved SGMs.
 - iv. Teachers shall submit all SGM results to his/her evaluator by April 21.

- h. Criteria for SGM- The SGM portion of the evaluation shall be derived from the following:
 - i. Value Added (VA) data
 - “A1” – A1 teachers are those who instruct Value-Added courses/subject exclusively. An A1 teacher’s SGM will be calculated as follows: 45% Value Added and 5% Shared Attribution as defined in Board Policy 4.04.
 - “A2” – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively. An A2 teacher’s SGM will be calculated as follows: 25% Valued Added which will be prorated on a teacher by teacher basis based on a teacher’s schedule and the amount of time an individual teacher is instructing a value added class. 20% based on SLO’s and 5% shared attribution as defined in Board Policy 4.04.
 - ii. ODE approved student assessments (vendor assessments)
 - “B” – B teachers are those with no Value-Added data, but do have Approved-Vendor Assessment Data available and locally developed measures. A B teacher’s SGM will be calculated as follows: 20% vendor assessment, 25% SLOs and 5% shared attribution as defined in Board Policy 4.04.
 - iii. Menu of options determined locally such as SLOs
 - “C” – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available. A C teacher’s SGM will be calculated as follows: 45% SLOs and 5% shared attribution as defined in Board Policy 4.04.
- i. District Student Growth Measure Index- The percentages the District will attribute to Teacher Level Value-Added, ODE Approved Assessments, and Locally-Determined Measures are as follows:
 - i. The following District SGM Index shall be used in determining the measure(s) used for teachers under this evaluation procedure.
 - ii. The percentage for each teacher shall be determined by the index contained herein.

- iii. Mutual agreement between the Administration and the Association shall be reached prior to implementation.
- iv. If there is a change in the state law over the total and/or individual category percentage amounts, the Association and the Administration shall meet within 30 days after the effective date of the legislation to bargain these changes.

Educator Category	Value-Added %	Vendor Assessment	LEA Measures % SLOs	LEA Measures % Shared Attribution	Total = 50%
A1: Value-Added	45.00%			5.00%	50.00%
A2: Value-Added	Portion of 25.00%		Remainder of 20.00%	5.00%	50.00%
B: ODE - Approved Vendor Assessments		20.00%	25.00%	5.00%	50.00%
C: LEA Measures			45.00%	5.00%	50.00%

- j. The VA progress dimension established under Section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher's schedule of courses or subjects for which the VA progress dimension is applicable.
- k. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post- assessments for determining student growth must be a minimum of nine (9) weeks, i.e. depending on the length of the course.

8. Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

- a. Above-Expected levels: Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan that shall be used, as approved by ODE, and is attached hereto as Appendix G.

- b. Expected levels: Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan that shall be used, as approved by ODE, and is attached hereto as Appendix G.
- c. Below-Expected levels: Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed in collaboration with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan that shall be used, as approved by ODE, is attached hereto as Appendix H.

9. Retention and Promotion Decisions

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

10. Removal of Poorly-Performing Teachers

- a. A teacher who scores Ineffective on the rubric in two of the last three consecutive years is a poorly-performing teacher.
- b. Teachers who perform poorly, as well as those teachers the Superintendent is recommending for non-renewal but who did not score Ineffective on the rubric in two of the last three consecutive years, shall be removed in accordance with Article IV of the CBA.

11. Professional Development

The Board's plan for the allocation of financial resources to support professional development has been developed in consultation with District administrators and teachers.

12. Testing for Teachers in Core Subject Areas

Beginning with the 2015-2016 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

13. Finalization of Evaluation

- a. Written Report – Before the evaluation cycle is final, and not later than May 10, a copy of the Final Summative Evaluation Report shall be given to the teacher and conference shall be held between the teacher and the evaluator if requested.
- b. Response to Evaluation- The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher’s personnel file. A copy, signed by both parties, shall be provided to the teacher.
- c. Electronic Teacher and Principal Evaluation System (eTPES) – The use of any system/program other than eTPES shall be bargained. The only teacher evaluation information provided to ODE by the District shall be found in ORC 3319.111 (G).
- d. Rebuttal for eTPES data shall be kept in the teacher’s personnel file and not placed into eTPES.
- e. Bargaining unit members shall not be required to enter data into eTPES. Violation is grounds for a grievance under Article III.
- f. If a bargaining unit member requests, in writing, to view data entered by the administration into eTPES, the Administration shall provide the teacher the data within three days of the request.

E. ASSIGNMENTS AND TRANSFERS

1. All assignments of employees will be made only into areas where proper certification by the state of Ohio is evident in the form of a valid and current certificate.
2. Assignment of all employees into areas of proper certification is and will remain the responsibility of the superintendent.
3. In the event of an opening in the district:
 - a. A notice of such opening (teaching, supplemental) will be posted on the faculty bulletin board in each building and a copy of the notice will be posted on the District’s website and e-mailed to all professional staff members at their District-issued email address. Such notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position Licensed /certificated personnel within the district will be given the

opportunity to apply for posted openings within one (1) week of the initial posting of a vacancy announcements.

- b. Personnel within the district shall be given consideration in reassignments or transfers to vacancies when it is in the best interest of the total educational program to do so. Items such as length of service in the district, major and minor fields of study, needs of the educational programs, teacher's area of competency, previous involuntary transfers or reassignments, and availability of work will be considered in the transfer and/or reassignment of personnel. Determination of qualifications shall remain the responsibility of the superintendent.
 - c. A vacancy shall be defined as a new bargaining unit position created by the Board of Education or one which will be open for sixty (60) days or longer as a result of promotion, resignation, termination, non-renewal, death, and/or retirement, which the Superintendent intends to fill. This provision shall not apply to position(s) where the teacher(s) is on a leave of absence.
4. In the event an employee desires a change of position to another teaching area, grade level, or another area where proper certification is held, or to another building, such person shall make formal application to the superintendent. Upon determination by the superintendent that such opening exists and the employee possesses the proper certification and qualifications, the employee shall receive consideration for such change.

Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the superintendent of schools, and being notified in writing at the earliest possible time before the effective date of the transfer

- 5. A teacher requesting a transfer (as in paragraph 4 above) shall be given written reasons for denial of his/her application. Likewise, a teacher who is involuntarily transferred from one position to another will be given a written explanation of the reason(s) for the transfer.
- 6. Current staff applying for vacancies shall be considered prior to any consideration of applicants from outside the school system. The only exception to this will be for vacancies that occur between July 31 and the start of the school except that individuals who, prior to July 31, expressed a desire to transfer should a vacancy occur will be considered at this time.

G. WORK DAY / PREPARATION AND CONFERENCE TIME

1. The teacher workday shall be seven and one-half (7 ½) hours in length inclusive of a thirty (30) minute lunch and conference period of at least forty (40) minutes in length, unless a staff member's preparation and conference time has been eliminated or reduced due to a two (2) hour delay or other emergency.
2. Teachers may be required to attend meeting before and after school, not to exceed two (2) hours per month. Additional meeting time required shall be compensated for by compensatory time off.
3. Whenever possible, afternoon meetings shall begin immediately after student dismissal. Morning meetings shall begin no earlier than thirty (30) minutes prior to the beginning of the workday.
4. Teachers may be required to attend two (2) after school events each year in addition to open house and conferences.
5. The term "preparation and conference time" shall mean work time during the school day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any teacher related duties.
6. The full-time professional staff member shall be provided at least two hundred (200) minutes per week, unless a staff members' preparation and conference time has been eliminated or reduced due to a two (2) hour delay or other emergency.
7. Special Education teachers will be granted up to two (2) days of professional leave to write IEP's. These teachers will be released from their regular teaching duties in order to complete IEP's.
8. There will be at least two staff members assigned to each lunch period.

H. TEACHERS ACTING AS SUBSTITUTES

Teachers who, following an administrative request, substitute for another teacher during their conference period shall be paid an additional fifteen dollars (\$15.00).

No teacher shall be required to give up his/her conference time to serve as a substitute for another teacher.

I. JOB DESCRIPTIONS

A specific job description shall be attached to each supplemental contract which is issued for a position listed on the extracurricular salary schedule.

J. CLASS SIZE

The Board will strive to maintain class size limits that do not exceed twenty-five (25) pupils in grades K-6 and thirty (30) pupils in grades 7-12. Room size, safety, and available workstations shall be considered in the assignment of pupils.

K. CONTRACT YEAR

1. The teacher's school year shall consist of one hundred eighty-three (183) days, or the hourly equivalent, on which attendance is required. Beginning with the 2015-2016 school year, teachers shall work one hundred eighty-four (184) days, or the hourly equivalent, on which attendance is required. This additional day shall be utilized for a full day of professional development. At least one-half (1/2) of any teacher workdays or records days shall be reserved for individual teacher work time. If there are optional workshops available, the teacher may choose to attend such workshops in lieu of individual teacher work time.
2. School Calendar - The Association shall be furnished a proposed school calendar in advance of the adoption of the calendar by the Board. Representatives of the Association shall meet with the superintendent before the adoption of the calendar by the Board, and the Association president shall have the opportunity to present its recommendations for the calendar to the school Board before such is adopted.
3. All scheduled days shall be during the regular workweek of Monday through Friday, exclusive of scheduled school holidays, unless otherwise mutually agreed upon. The proposed and adopted school calendar shall include the sequence of days to be designated as "make-up days," if such days are required by law.
4. The Board will continue to require staff to make up all work days beyond five (5) days, or hourly equivalent, that school is closed due to a weather related or other unplanned closing.
5. The Superintendent will have the discretion to assign make up days for students.

L. ACADEMIC FREEDOM

The Board expects that controversial issues will be presented in a fair and unbiased

manner, and that the maturity and intellectual grasp of students will be taken into account.

The private life of a professional staff member is not within the appropriate concern or attention of the Board except as it may directly/indirectly prevent the professional staff member from properly performing his/her assigned functions during the workday.

Each teacher is the final authority to grade students in his/her charge. A change of student's grade, either in an individual grading period or final course grade, without the teacher's written consent will occur only if it is demonstrated that grade was not given in a professional and intellectual manner. Notice of any change by any individual will be given, in writing, to the teacher, the student's parents, and the building principal, along with notice of the teacher's right to file a grievance.

M. CELL PHONE USE

Teachers shall have personal cell phones on silent or vibrate mode during student contact time and shall refrain from using them except in cases of emergency.

N. STUDENT DISCIPLINE

Teachers may assign detentions to students for classroom misbehavior that does not rise to the level of office referral. Examples include: excessive talking in class, being out of a seat inappropriately, minor horseplay, or other violations of a teacher's classroom rules (like no gum chewing). Detentions are to be served with the teacher who assigned the detention, on the teacher's time. This may be before school, during lunch, or after school.

O. TEACHER DISCIPLINE

1. Employee discipline shall include: a verbal warning with a written acknowledgement of the warning; a written reprimand; a suspension without pay for up to ten (10) school days which can only be imposed by the Superintendent; or termination in accordance with ORC 3319.16.
2. Discipline is normally to be progressive in nature. However, based on the severity of the offense, the Administrator or Superintendent may choose to skip any or all of the progressive discipline steps. The Administrator or Superintendent shall determine the severity of the offense and discipline to be imposed.
3. Before discipline is imposed, a teacher shall receive written notice of the nature of the offense and be provided an opportunity to meet with the appropriate Administrator or the Superintendent within five (5) days of

receiving written notice. The teacher shall be permitted to be accompanied by a representative of his/her choice at the meeting.

4. Within ten (10) school days of the meeting, the Administrator or Superintendent will provide the teacher with a written disposition of the Administrator's or Superintendent's decision regarding the allegations against the teacher. If the Administrator or Superintendent requires additional time to make a decision, and/or to conduct further investigation, the Administrator or Superintendent will inform the teacher of the need for additional time within the ten (10) school day limit.
5. Discipline imposed by an Administrator can be appealed to the Superintendent. If the teacher wishes to appeal the discipline, he/she must file a request to appeal within five (5) school days of receiving the discipline. The Superintendent will meet with the teacher not less than three (3) school days from the date the Superintendent receives the appeal. The teacher shall be permitted to be accompanied by a representative of his/her choice. The Superintendent's decision may be appealed to the Board of Education.
6. Discipline imposed or upheld by the Superintendent can be appealed to the Board of Education. If the teacher wishes to appeal the discipline, he/she must file a request to appeal within five (5) school days of receiving the discipline or within five (5) school days of notice that the Superintendent has upheld the discipline. The Board of Education will meet with the teacher in executive session at the next regular Board meeting unless the next regular Board meeting will be held less than ten (10) school days from the date the Board receives the appeal. The teacher shall be permitted to be accompanied by a representative of his/her choice. Under such circumstances, the discipline appeal will be scheduled to occur at the next regular meeting of the Board of Education. The Board of Education will issue a decision regarding the appeal. Except for discipline involving the termination of an employee, the Board of Education's decision shall be final and may not be appealed to arbitration or challenged in any court or administrative proceeding.
7. The parties may jointly agree to waive the timelines set forth in this Section.
8. If the employee is not disciplined for a period of three (3) school years starting from the most recent discipline imposed, the employee may request in writing that written reprimands be removed from his/her file. The superintendent shall consider the request. If the Superintendent denies the request, the employee may appeal the decision to the Board of Education. The Board of Education's decision shall be final and may not be appealed to arbitration or challenged in any court or administrative proceeding.

P. PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

In those instances when constructive criticism is directed at specific employee of the District it should be understood that there is a proper procedure and/or "chain of command" that should be followed whenever possible. A person making a complaint, formally or informally, should be instructed to talk directly with the employee who is the subject of the complaint or their immediate supervisor. The employee shall have the right to respond, present facts, explain, or otherwise clarify the issues being disputed. If the individual(s) making the complaint are not satisfied they should then be instructed to file a complaint, in writing, to the appropriate building principal or the superintendent. The administrator will schedule a meeting for all parties. The employee shall be given the opportunity for explanation, comment, and presentation of facts as he/she sees them. If issues still exist after this meeting, individuals filing the complaint may request to speak to the Superintendent. A representative of their choice may accompany the employee in those circumstances when the matter being complained of may lead to discipline. If a written complaint is not filed, depending on the nature and severity of the issue, the District may be required to investigate.

ARTICLE V – GENERAL CONTRACT AGREEMENT

A. CERTIFICATION/LICENSURE

1. Each teacher is responsible to the superintendent through the building principal. The principal is responsible for determining and administering the rules and regulations for building under authority from the superintendent. Compliance with rules and regulations is expected.
2. The Board will consider as breach of contract:
 - a. Failure to carry out reasonable teaching duties assigned by the principal or superintendent.
 - b. Absence from assigned work which is not authorized by law, contract, principal, or superintendent.
3. Pay may be withheld if a teacher does not have adequate certification/licensure according to state standards or does not meet health regulations as promulgated by the state.
4. All certificates that were held as of the effective date of the contract or at the time of employment, whichever is later, will be renewed and continue in effect.

B. RESIDENT EDUCATOR/ENTRY-YEAR PROGRAM

A Resident Educator/Entry-Year Program shall be implemented in the Monroeville Local School District in accordance with the following provisions. Lead mentor(s) shall oversee the District's operation of the mentor teacher(s) and Resident Educator/Entry-Year program. A mentor teacher shall be assigned to each newly employed teacher (resident educator) employed under a resident educator license for all 4 years of the Resident Educator Program.

The responsibilities of mentor teachers shall be to provide professional support to a newly employed teacher following the guidelines and protocols of the Resident Educator Program as developed by the Ohio Department of Education.

No mentor teacher shall participate in any formal evaluation of an inductee, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee. All interaction written or oral, between the mentor teacher and the inductee shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Failure to follow this tenet shall be grounds for immediate removal as a mentor without recourse to the grievance procedure or ORC 3319.16.

The mentor shall be selected according to standard hiring practices. Mentor qualifications include: Lead Mentors and mentors must have a 5 year professional or permanent license or at least four years of teaching experience, taught two (2) consecutive years in the district and preferably has or will have training through the Ohio Department of Education Instructional Mentoring Program provided by the District.

A lead mentor or mentor teacher must have demonstrated above satisfactory teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.

Mentor teachers shall be issued a limited supplemental contract and be compensated at the rate of four percent (4%) of the base salary. The lead mentor will be compensated at the rate of six percent (6%) of the base salary.

All procedures within the Collective Bargaining Agreement pertaining to the posting and filling of vacancies shall be followed.

Training in mentoring, including the methods of assessment to be used by the State Department of Education, shall be provided to mentors at the Board's expense. Such training shall be in addition to any other professional leave to which the mentor may be entitled.

C. EXTRACURRICULAR-VOLUNTARY BASIS

Extracurricular assignments are on a voluntary basis only and will be compensated at the negotiated rate.

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22

Committee Composition

The Committee shall consist of four (4) teachers selected by the Association and two (2) individuals selected by the superintendent. One (1) such individual may be an employee of the Huron County ESC. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.

Terms of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one-half (1/2) of the terms expire annually. One-half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms.

Committee Operation

The Committee chairperson shall be selected by a majority vote of the Committee members. The Committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development Plan (IPDP).

Decisions shall be made by a majority vote of the Committee members present and voting.

The LPDC shall have the authority to establish its operational rules in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.

Meeting Schedule and Compensation

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 annually, the Committee shall post its meeting schedule in each building. Additional meetings may be scheduled as necessary.

Committee members shall be paid \$20.00 per hour for Committee work performed outside the regular workday or work year, up to \$3,200.00 for the entire Committee per year.

Huron County Oversight Professional Development Committee

A teacher member shall be appointed annually by the LPDC to serve on the Huron County Oversight Professional Development Committee. This Oversight Committee shall act as the body to which a teacher or administrator may appeal the LPDC's decisions regarding the teacher's/administrator's IPDP based upon the rules established by the LPDC. In cooperation with Huron county ESC staff, the Oversight Committee shall process all necessary paperwork to the Ohio Department of Education as required for renewal of certificates/licenses.

E. PROFESSIONAL DEVELOPMENT

The Local Professional Development Committee shall be responsible for the selection, planning, and implementation of professional development activities sponsored by the local school district for all certificated/licensed employees.

This professional development shall be scheduled at least four (4) times during the school year with time provided through the early release or late arrival of students or one full day.

Appropriate types of programs and/or activities may include, but not be limited to, grade level or department meetings, speakers, training relative to new curriculum or techniques, legally required in-service such as OSHA, ADA, CBE, etc., and other programs necessary to carry out the mission of the school district and meet the needs of the teachers and students. The total staff shall be polled annually to assist in determining the in-service needs of the staff and school district.

F. INERACTIVE DISTANCE LEARNING

1. The purpose of Interactive Distance Learning (IDL) is to provide additional educational opportunities for children attending the Monroeville Local School District. IDL will be used to supplement and enhance the curriculum. The IDL project shall not reduce the total number of bargaining unit members employed, nor shall the hours worked by an individual bargaining unit member be reduced as a result of the implementation and use of telecommunications via IDL.
2. Staff members shall be notified when course offerings for IDL are being considered per the posting provisions of the collective bargaining agreement. Decisions regarding the filing of the assignments will be made by the administration in accordance with the collective bargaining agreement. However, no teacher will be selected for an IDL assignment unless he/she

notifies the superintendent in writing that he/she is interested in teaching an IDL course that has been posted.

3. Assignments to the IDL courses shall be made on a yearly or semester basis and shall be by mutual agreement of the teacher and the originating site district. Assignment of a teacher to an IDL course will not adversely impact the workload, class sizes, and teaching schedule of another member of the bargaining unit.
4. The evaluation of teachers of IDL courses shall be in accordance with the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator.
5. Class size shall be based upon the appropriate number of students for specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class sizes, including students at the originating site and those at remote sites, shall not exceed thirty (30) students per MTA bargaining unit member per class when Monroeville is the originating site and shall involve students from not more than one (1) originating and three (3) remote locations, except by mutual consent of the bargaining unit member.
6. Originating site district teachers who, from time to time, may be required to use their personal automobiles to travel between sites to training or to other meetings regarding IDL shall be reimbursed for their mileage.
7. An IDL class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of IDL classes may be used for other purposes only by mutual consent of the teacher and the originating site district.
8. All IDL students will sign and adhere to a student conduct contract and be subject to the discipline as stipulated on the contract. Behavior, discipline, and supervision of IDL students at remote sites will be the responsibility of the remote site district. If a teacher is assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other assignment. By mutual agreement, however, a teacher may be assigned to supervise remote site students during the time he/she is performing his/her regularly assigned duties.
9. No IDL broadcast shall be provided to a school district where teachers are conducting a legal strike.

G. FREE TUTION FOR DEPENDENTS

Dependents of bargaining unit member may attend the Monroeville Local Schools tuition free, regardless of place of residence. Non-resident bargaining unit members may enroll their children and other legal dependents in the Monroeville Schools tuition free up to the end of the first full week of October or any school year. However, if the Monroeville Board of Education offers open enrollment, the dependent of an employee must enroll his/her child through open enrollment if space is available under the open enrollment guidelines established by the Board.

ARTICLE VI – REDUCTION IN FORCE

A. NEED TO REDUCE

When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district it becomes necessary to reduce the teacher work force, the reduction will be made only at the end of the school year in accordance with the following provisions:

The superintendent shall meet with the Association president to explain the need for RIF and exchange ideas and possible solutions.

Also, at this meeting, the Association will be provided with a seniority list of all employees.

PROCEDURE FOR REDUCTION IN FORCE

B. SENIORITY LIST

Bargaining unit members will be placed on a seniority list in areas for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers serving under a part-time contract cannot replace a teacher serving under a full-time contract for a position, regardless of seniority.

C. DEFINITION OF SENORITY

Seniority will be defined as the length of continuous service as a licensed/certified employee under regular teaching contract in the Monroeville Local School District.

1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
2. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which time teacher was hired; then by
 - b. The date the teacher signed the initial contract in the district; then by
 - c. The date the teacher's initial application was received.

D. METHOD OF REDUCING

1. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing individuals who are non-renewed due to unsatisfactory performance.
2. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members with continuing contracts within areas of certification/license.
 - a. Limited contract teachers shall be reduced first utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.
 - ii. Comparable evaluations as defined in this Agreement.
 - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 - b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.

- ii. Comparable evaluations as defined in this Agreement.
 - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.
3. Using the exclusive criteria in this provision, the district will establish the order in which member's contracts are suspended and will recall members in reverse order if and when teaching positions become vacant or are created for which any such teachers are or become qualified.
4. The personnel records and all future references of those employees laid off pursuant to this agreement shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

E. COMPARABLE EVALUATIONS

1. Until the new evaluation process has been implemented for two (2) years effectiveness ratings of Developing, Skilled, and Accomplished will be deemed comparable. Beginning with the 2015-2016 school year each effectiveness rating (Ineffective, Developing, Skilled, Accomplished) will be comparable only to itself.
2. A change in teacher assignment as to grade level or subject are shall require an additional one (1) year of evaluation data before determining if such a teacher's final summative rating is comparable.

F. RECALL RIGHTS

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

After restoration of teachers with continuing contracts, those on limited contracts shall also be restored in the manner described above.

Any teacher whose contract has been suspended, if he/she has a limited contract, shall be deemed to have resigned if his/her contract remains suspended for a period of twenty-four (24) calendar months.

Nothing contained herein shall prevent the Board of Education from non-renewing contracts of limited contract teachers or of terminating contracts of continuing contract teachers following proper contractual and legal procedures.

Restoration rights for teachers whose contracts were suspended shall commence upon the effective date of the suspension.

No teacher new to the district will be employed until all properly licensed/certificated teachers on the recall list have been offered a contract for a vacant position.

During the restoration period, a teacher shall be eligible to have his/her insurance coverage continued, provided the teacher pays the premium.

The Board shall give written notification of recall by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. If a teacher fails to accept the position within ten (10) calendar days of the date of the mailing of the notice of recall by registered or certified mail, said teacher shall be considered to have resigned his or her employment and thereby terminating his or her employment contract with the Board unless there is good and just cause for the teacher's failure to respond. If good and just cause exists the teacher shall be returned to the recall list, and the Board may fill the vacancy with the next eligible person on the recall list, and, if none, then with whomever it chooses.

ARTICLE VII – LEAVE PROVISIONS

A. SICK LEAVE

1. Full-time employees shall earn one and a quarter (1 ¼) days of sick leave per month, credited at the end of the month for all employees. The sick leave shall be cumulative for all employees who were actively employed or on approved leave during the 1997-1998 school year.

A part-time employee will have his accumulative sick leave prorated and brought forward.

Employees hired for the 1998-1999 school year and thereafter shall be permitted to accumulate up to two hundred and sixty five (265) days of sick leave. Employees hired prior to the 1998-1999 school year shall not be permitted to accumulate more sick leave than the employee had accumulated, but not used, as of June 30, 2007.

2. Employees without accumulated sick leave shall be advanced (5) days sick leave at the time of their initial contract. Additional sick leave shall not accrue beyond five (5) days until the fifth month of the contract.

3. Employees who have sick leave credit which was earned in other Ohio School systems or public agencies shall receive credit according to the Revised Code of Ohio. A certificate from the administrative officer showing the place of employment, number of cumulative sick leave days, and all dates shall be presented to the treasurer of the Board of Education before any cumulative sick leave may be given for this reason. All accumulated sick leave earned outside Ohio in public schools may be certified.

4. An employee on an approved absence for more than his/her accumulated sick leave or absent for other than as granted in this policy statement shall receive salary deductions in accordance with the following formula:

Annual salary divided by the number of days in current contract year equals the amount of daily wages. Daily wage times the days of unauthorized absence equals the total deduction.

5. Acceptable reasons for sick leave with pay, with limitations as herein stipulated:

- a. Personal illness, injury, or pregnancy.
- b. Exposure to contagious disease which could be communicated to others.
- c. Illness or injury in the employee's immediate family (mother, father, child, spouse, or parent-in-law) or those residing in the same household
- d. For purposes of those not residing in the employee's same household and who are daughter-in-law, grandparent, brother, sister, brother-in-law, legal guardian, or a person whom the employee can reasonably establish has stood in the same relationship, a limit of thirty (30) days per year.
- e. A maximum of five (5) days sick leave may be used for the death of member of the immediate family unless additional days are granted by the superintendent.
- f. One (1) day of sick leave may be used upon the death of a close friend, distant relative, or neighbor, not to exceed five (5) days per year. See the Employee Absence form in Appendix E.
- g. An employee must furnish a written, signed statement on a form prescribed by the Board to justify use of sick leave exceeding five (5) consecutive days, or in those instances where the superintendent has reason to believe that an employee is falsifying sick leave.

6. No reduction from days of accumulated sick leave shall be made for such days when schools are closed due to severe weather or other emergency.
7. Sick leave may be deducted in one-eighth (1/8), one fourth (1/4), one-half (1/2), three-fourths (3/4), or one (1) day increments.

B. PERSONAL LEAVE

The superintendent may grant up to five percent (5%) of the staff personal leave on any given day. Personal leave may not be used the day before or after a legal school holiday or vacation day, or on professional development days. Employees must submit a written request for personal leave to the Superintendent two (2) days in advance of the requested leave date(s). Emergency situations will be handled on a case-by-case basis.

Each employee shall be entitled to three (3) days of personal leave per school year. Applications for personal leave shall be made on the form included herein. Additional days of personal leave may be granted to an employee at the discretion of the superintendent.

At the end of each school year, teachers may convert any unused personal leave to sick leave.

See Employee Absence form Appendix E.

C. ASSUALT LEAVE

Any service connected case of physical assault on a Board employee occurring on or off the school premises or during a school sponsored function shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault resulted in absence from duty for medical reasons, such absence shall be at no loss in pay to the employee who was assaulted and shall not be chargeable to sick leave to maximum of fifteen (15) days per member each school year.

Medical verification shall be furnished to the superintendent for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearance resulting from an assault shall be chargeable to assault leave.

If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

The member assaulted agrees to file charges against the individual who assaulted him/her and to cooperate fully with police and the administration in any investigation of an assault.

D. JURY DUTY

The Board will insure all employees against loss of pay occasioned by a call to jury duty.

Should an employee be called for jury duty, he/she shall report same to the superintendent. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance.

While on jury duty, employees are required to report daily their schedule of the following day.

That time spent on jury duty will not be charged against personal leave and will count as time on the job.

E. PARENTAL LEAVE

Leave Rights – A professional staff member may request a leave of absence without pay for maternity reasons to begin at any time between the commencement of pregnancy, or in the case of adoption, the receipt of custody and one (1) year after the child is born or in the case of adoption, the receipt of custody and one (1) year after the child is born or adopted. Such leave shall be for any period through the existing school year except that the return date shall be at the start of a grading period. This leave may be extended upon application and with the approval of the Board.

Application for Leave- Applications for parental leave shall be in writing and shall contain a statement of the expected date of birth, or, in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date the professional staff member anticipates return to service.

Time for Filing Application – Application for parental leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the parental leave.

Reinstatement Rights – Upon return from approved parental leave at the time set forth in the application for leave and provided the duration of the leave was less than a full school year, the professional staff member shall be entitled to reinstatement to the same position which she/he held prior to the leave. An employee who takes parental leave for an entire school year shall, upon return to duty, be entitled to a substantially equivalent position for which the professional staff member holds valid certification.

If the professional staff member desires to return to active service prior to the stated date of the application for leave, the staff member shall notify the superintendent in writing at least thirty (30) days in advance that an early return to service is requested and shall indicate the date upon which he/she wishes to return.

F. UNCOMPENSATED LEAVE

1. Purpose

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons and the district could benefit from the return of said employee.

Uncompensated leaves of absence for reasons other than those specified by statute may be granted for:

Study
Travel
Public service commitment
other as approved by superintendent

2. Eligibility

An employee shall have completed at least two (2) years of service with the district to be considered for uncompensated leave.

3. Application

Request for uncompensated leave shall be made to the superintendent at least thirty (30) days in advance of the desired start date whenever possible.

Special consideration will be given to emergencies, but in no case will leave be permitted to start at any time except the start of a semester.

All applications are subject to final approval by the Board.

4. Period of Leave

An uncompensated leave may be granted for a period of one (1) school year. An extension for one (1) semester shall be considered upon proper application. Renewal shall require clear evidence that the district's interests will not be adversely affected.

5. Commitment of Employee

The employee granted an uncompensated leave shall give notification to the Board as to his/her intentions at least thirty (30) days prior to the next semester when he/she is scheduled to return to service.

If said notification is not received, action may be taken to terminate employment.

6. Commitment of Employer

At the expiration of the uncompensated leave, the employee shall be offered a position for which he/she is qualified.

While on uncompensated leave for which FMLA does not apply, during the first eight (8) weeks of the leave, an employee shall be entitled to insurance benefits provided to his/her peers if he/she pays the premiums as set forth in this Agreement and the insurance carrier approves. After the eighth week, the employee will be responsible for paying fifty percent (50%) of the premiums.

The employee will bear sole responsibility for the purchase of STRS credit during uncompensated leave.

G. PROFESSIONAL LEAVE

Each school year provision will made to permit employees to attend professional meetings, workshops, conferences, or visitations. The Board shall appropriate at least ten thousand dollars (\$10,000.00) each fiscal year for professional leave expenses of bargaining unit members. However, grant money will be exhausted before the Board is required to begin paying from the ten thousand dollar (\$10,000.00) appropriation. In addition, substitute teachers will be paid by the Board of Education. It is the responsibility of each staff member to make and pay for their own travel and hotel accommodations.

Expenses will be reimbursed upon submission of itemized receipts. Credit card statements will not be accepted.

All requests for attending any of the above activities shall be turned in to the superintendent at least three (3) days prior to the Board meeting preceding the activity.

Attendance at any activity for which the Board will pay expenses will not be charged against sick leave or personal leave. If activity occurs during a school day, the principal will make all arrangements for providing a substitute, if necessary.

All expenses should be kept to a minimum. A reimbursement form, hotel or motel invoices, and receipts for all reimbursable items must be submitted to the treasurer before reimbursement will be made. No payments will be made in advance. Reimbursement is for actual expense only.

The following rates will apply for approved activities of all employees.

Unless special conditions exist, trips must be within a radius of six hundred (600) miles.

Registration

Actual expense

Transportation

By plane or train or bus – full amount or lowest class or fifty cents .50 per mile for auto travel, whichever is less. Whenever possible, participants should share the ride with other persons attending the same meeting, in which case the amount allowed shall be prorated.

Lodging

Full amount for a single room up to one hundred dollars (\$100.00).

The same if accompanied by spouse.

Whenever possible, participants should share accommodations with others in order to reduce costs.

No lodging expenses for the night preceding a convention or meeting which begins no later than 9:00 a.m. and which is within one hundred twenty-five (125) miles of Monroeville will be allowed.

Meals

Thirty-five dollars (\$35.00) per day.

For meetings which involve only one (1) banquet meal, a maximum of twelve dollars (\$12.00) will be allowed.

Professional Organization Meetings

Meetings and conventions which are held to carry on the business of an organized group are not included as Board supported activities. Delegates to such meetings must seek to have their expenses paid by the organization which sends them (OEA, NEA, OSPA, etc.). Such delegates or participants, if their absence from school on a school day has been authorized, will not lose any wages and the cost of any necessary substitute will be paid for by the Board (and the absence will not be counted as personal reasons).

Extracurricular Activities

Activities whose major topic or purpose deals with the extracurricular activities program of the school will have the costs of participants paid by the activity fund involved. If attendance is approved, the time will not be charged against personal time, and the Board will pay for any necessary substitutes.

Supplemental activities related to the regular teaching assignment (exclusive of PE and HPE assignments) will be paid out of the general fund (e.g., band director that also serve as band instructor can be reimbursed form the general fund.)

H. FAMILY AND MEDICAL LEAVE

1. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act, or any revisions to the act, of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement. The Monroeville Local Schools Board of Education agrees to provide leave in accordance with the final rules promulgated under the act and revisions to the act.
2. A year shall be defined as the twelve (12) month period of time form the last usage of this leave under FMLA by the employee. Leave may be taken for the following situations:
 - a. a serious health condition of the employee that makes the employee unable to perform his/her job;
 - b. the birth and first year care of a child;

- c. to care for a child, spouse, or parent who has a serious health condition;
 - d. the adoption or foster placement of a child
- 3. Once the unpaid leave has commenced, the employee shall not be allowed to switch to another leave.
- 4. Eligible employees shall be those employees who have worked for the school district for at least one (1) year and who worked for at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.
- 5. Employees who take leave under this provision are entitled to the continuation of all insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium contribution for insurance as would be paid by the Board if the employee were working.
- 6. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same or equivalent position he/she occupied prior to the leave.
- 7. The taking of a leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced, nor shall such leave affect the seniority of such employee.
- 8. Alleged violations of this provision shall be resolved only through Article II (Grievance Procedure) of this contract.
- 9. Employees may use up to six (6) weeks of their accumulated sick leave at the conclusion of a pregnancy. This applies to both male and female employees ("maternity" or "paternity" leave).
 - a. Maternity/Paternity leave for employees without accumulated sick leave is unpaid.
 - b. "Bed rest" during the pregnancy, or extended leave, does not subtract from the maternity leave and will be treated as regular sick leave if ordered by a doctor.
 - c. Employees who exceed six (6) weeks of leave without doctor's orders, or have no accumulated sick leave, will fall under the provisions of the Family and Medical Leave Act.

I. CATOSTROPHIC LEAVE

1. Individual employees may donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
2. A committee, composed of two Board-appointed members, two Association-appointed members, and a mutually agreeable fifth member, will make a determination based on the following criteria. The Chair of the committee shall be designated by the Superintendent.
 - a. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave, advanced sick leave, and all forms of paid leave.
 - b. The total use of the Catastrophic Leave Assistance Program shall not exceed the employee's current contract or current school year, nor shall it exceed sixty (60) days.
 - c. The maximum number of donated days an individual may receive will be determined on a case-by-case basis by the leave committee.
 - d. All requests will be subject to the responses of the bargaining unit members who wish to make donations to an individual approved by the committee.
 - e. All donations of sick leave by staff members will remain confidential to the extent permitted by law and must be submitted to the Treasurer on the proper form.
 - f. Employees requesting consideration for the Catastrophic Leave Assistance must complete the request on the proper form and submit one copy to the Superintendent and one copy to the Association President. The forms will be made available through the central office.
 - g. Activation of the program shall require a majority vote of the committee.
 - h. Denial of a request for donations is not subject to the grievance procedure.
 - i. Donated leave may not be used for routine pregnancy, injuries related to personal drug or alcohol use, or a chronic injury/disease

that is not life threatening or is manageable (e.g.) high blood pressure, diabetes, etc.)

- j. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- k. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.
- l. The applicant shall provide medical documentation of the need for donated leave.
- m. Examples of a catastrophic illness or injury include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral, palsy, muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over twenty percent (20%) of the body, a severe head injury requiring hospitalization, spinal cord Injury, heart attack, stroke, etc.
- n. If eligible, applicant must also apply for disability retirement

ARTICLE VIII - INSURANCE PROVISIONS

A. MAJOR MEDICAL AND PRESCRIPTION DRUG COVERAGE

The Monroeville Board of Education shall make available group medical and prescription drug coverage for licensed/certificated personnel. The coverage shall include best practices required by Ohio law.

The Board will assume eighty-five (85%) of the premium for the hospitalization/major medical program.

Coverage is to apply and include family members of each employee as define by such insurance plan.

B. DENTAL INSURANCE

The Monroeville Board of Education shall make available a dental plan for licensed/certificated personnel and eligible family members as defined by the plan.

The Board will assume eighty-five percent (85%) payment of the premium.

The dental plan that shall be provided will be equal to or better than that provided effective November 1, 1998.

C. LIFE INSURANCE

1. The Board agrees to pay for a twenty-five thousand dollars (\$25,000.00) group term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.
2. Life insurance shall be provided for all certified employees for the following amounts and conditions:
 - a. Twenty-five thousand dollars (\$25,000.00) of term life insurance shall be provided to each employee.
 - b. Twenty-five thousand dollars (\$25,000.00) of accidental death and dismemberment shall be provided to each employee.
 - c. Employees may elect to take just the life insurance.
 - d. The Board will pay one hundred percent (100%) of the total premium.
 - e. The death benefit reduces according to the age reduction schedule shown in the policy.

D. WAIVER OF INSURANCE

Bargaining unit members may elect not to be covered under the group medical, prescription drug, and dental insurance plans. In consideration of the waiver of this insurance coverage, the bargaining unit member shall be entitled to one of the following options:

1. An employee who declines family coverage will receive one thousand five hundred dollars (\$1,500.00) divided into two (2) equal semi-annual payments.
2. An employee who declines single coverage will receive seven hundred fifty dollars (\$750.00) divided into two (2) equal semi-annual payments.

The above referenced semi-annual payments shall be issued to an employee at the time of the second pay date in the months of February and August. Employees who work less than full-time shall receive such payment on a prorated basis. Such compensation shall not be subject to STRS contributions.

To be eligible for this payment in lieu of participation in the group medical insurance plan, an employee must waive his/her right to coverage in writing to the treasurer by August 31 of each year.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who has dependents and who elect coverage will be covered by one family insurance plan, with the Board paying eighty-five percent (85%) of the premium.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who have no dependents and who elect coverage shall each be covered under a single plan.

An employee's waiver of insurance coverage shall remain in effect for one (1) year (September 1 through August 31). However, any employee who has elected to participate in this insurance waiver option and during the year loses insurance coverage through death, divorce, job loss, layoff, or any other event outside the employee's control shall be provided Board insurance coverage immediately upon notification to the treasurer. In such circumstances, the payments for waiver of insurance shall be prorated.

Bargaining unit members who have participated in this waiver for at least one (1) year may apply for return to insurance coverage effective with the start of the school year.

ARTICLE IX – EXTRACURRICULAR SALARY SCHEDULE

- A. Supplemental contracts will be issued to teachers for non-teaching duties and responsibilities which are approved by the Board of Education and which involve the teacher's time beyond the school day or teaching contract year. The approved list is below.
- B. A full teaching load is defined as one that has all periods of the day assigned to study hall, teaching, or supervising duties with one (1) period for planning or conference.
- C. Supplemental contracts are LIMITED contracts and will be filed in accord with the district's best interest, as determined by the Superintendent. Tenure never applies. The parties intend to waive the notice and other requirements set forth in O.R.C. 3313.53. When a vacancy occurs, qualified staff members shall be given first consideration.
- D. Supplemental contracts for all activities will be calculated by using the bachelor's degree as the base and experience in position for increment steps. Experience at any other equal level and/or at a higher level is counted. Experience shall be determined by the athletic director and the superintendent for sports and by the building principal and the superintendent for all other activities.

- E. A bargaining unit employee's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment.

<u>POSITION</u>	<u>% OF BASE SALARY</u>
ATHLETICS	
Athletic Director.....	22.0
Assistant Athletic Director.....	6.0
Football	
Head.....	11.5
Assistant (4).....	9.0
Junior High (2).....	5.0
Conditioning Director (3).....	3.0
Basketball	
Head (2).....	11.5
Assistant (4).....	9.0
Freshman.....	5.5
Junior High (4).....	5.0
Wrestling	
Head.....	11.5
Assistant.....	5.5
Junior High.....	4.0
Track	
Head.....	9.0
Assistant (2).....	3.5
Junior High (2).....	4.0
Baseball	
Head.....	9.0
Assistant.....	4.0
Girls Softball Head.....	9.0
Girls Softball Assistant.....	4.0
Cross Country	8.0
Golf Coach.....	6.0
Volleyball	
Head.....	11.5
Assistant.....	9.0
Varsity Assistant.....	5.0
Junior High (2).....	5.0
Cheerleader	
Varsity Advisor.....	7.5
Assistant Advisor.....	3.0
Head Junior High.....	1.5
Assistant Junior High.....	1.0

ARTS

Band	
Director.....	10.5
Flag Corps.....	1.5
Majorettes.....	1.5
Dance Team.....	4.5
Choir Director.....	5.0
Productions	
Co-Director (HS).....	5.0
Co-Director (HS).....	5.0
Instrumental Production Director.....	1.0
Elementary Art.....	\$220.00

ADVISORS

Yearbook.....	6.0
Junior High Yearbook.....	1.0
Media.....	2.0
Class Advisors	
Senior	
Head.....	2.0
Assistant (2)	1.0
Junior	
Head.....	2.5
Assistant (2).....	1.5
Sophomore.....	2.0
Freshman.....	1.5
7 th /8 th grade (Junior High).....	1.0
Team Leader.....	1.0
*Academic Challenge.....	2.5
Academic Challenge - Elementary.....	2.0
Elementary Student Council.....	1.0
National Honor Society.....	2.0
Library Club (Elementary).....	2.0
Renaissance (2).....	2.0
Science Fair.....	2.0
Middle School Science Fair.....	1.0
FFA.....	7.5
Young Authors (2).....	1.0
Tutors (other than LD).....	\$25.00 per hour
Summer School.....	\$22.00 per hour
Saturday School.....	\$25.00 per hour
Model UN.....	2.0

- F.
1. The Monroeville Board of Education shall have the authority to create positions under this article. If a new position is created, the Board of Education shall negotiate with the MTA covering the rate of compensation.
 2. The Board of Education has the right not to fill supplemental positions based upon demonstration of financial exigencies or inadequate student enrollment.
 3. All supplemental duty contracts shall be one (1) year limited contracts and shall expire on April 30 or at the end of the student activity, whichever is later. However, the employee holding the supplemental position shall be rehired for the supplemental position the following school year, unless the employee has notified the superintendent of their intent to give up the position or the Board has notified the employee of the Board's intent to not re-hire the employee on or before June 1. If the employee does not notify the Board that they do not wish to be rehired or if the Board does not notify the employee by June 1 that they will not be re-hired, then the employee's supplemental contract will be renewed.
 4. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the treasurer within a reasonable amount of time after issuance.
 5. Payment of supplemental contract stipends shall be at the employee(s) requested rate of deductions for tax purposes, unless prohibited by IRS.
 6. In addition to his/her supplemental contract, the athletic director shall be employed on a full-time teaching contract. During the teacher workday the athletic director shall be scheduled for the equivalent of three (3) periods per day for athletic director responsibilities and shall not be assigned other duties during this time period.
 7. Employees may request to share the responsibilities of a co-curricular or extracurricular position. At the time such request is submitted, the employees shall indicate in writing an agreement regarding the sharing of the compensation for such position. All such requests are subject to final approval by the Board.
- G. The administrator who conducts the annual evaluation for extracurricular performance shall meet with the employee to review the evaluation and shall provide the employee with a copy of the written evaluation. Within four (4) workdays after the evaluation conference the employee may write a rebuttal to the evaluation which shall be attached to the copy of the evaluation that is placed in the employee's personnel file.

- H. A Supplemental Review Committee will be established to review the compensation and equity of supplemental positions. The Committee will consist of three (3) member appointed by the Association president and three (3) members appointed by the superintendent. Such Committee's recommendations will be presented by June 1 2002, to the Board of Education for approval. This Committee will only have the power to review the workload and the equity of the assigned index.

ARTICLE X – SALARY AND REIMBURSEMENT

A. SALARY SCHEDULES

1. Effective July 1, 2014, the starting salary on the teachers' salary schedule shall be \$31,425.00. (See Appendix D-1 for salary schedule index and D-2 for the salary schedule for the 2014-15 school year.)
2. Effective July 1, 2015, the starting salary on the teachers' salary schedule shall be \$31,739.00. (See Appendix D-1 for salary schedule index and D-3 for the salary schedule for the 2015-16 school year.)
3. Effective July 1, 2016, the starting salary on the teachers' salary schedule shall be \$31,739.00. The Board of Education agrees to open contract discussions in April, 2016 for discussion of salary only for contract year 2016-2017.
4. The column labeled Master's (MA) +30 shall be defined as semester hours earned after the awarding of the master's degree. Any hours earned after the master's degree must be at the graduate level from an accredited college of education in the employee's area(s) of certification, in the field of education, and approved by the LPDC.

B. SALARY PROVISIONS

Movement between columns will occur and will be effective for the entire school year if a bargaining unit member files an official transcript (or other evidence of completion of course work such as an official grade slip from the university) on or before September 1 of a given school year. If, however the official transcript is not on file with the treasurer by October 1, such advances and higher pay will be subtracted from future pays until balance is rectified.

An employee will be placed in the appropriate column effective with the second semester if an official transcript or other evidence of completion of course work is filed after September 15 but on or before January 15 of a given school year.

Part-time bargaining unit members shall move up one (1) experience step annually if contracted for one hundred twenty (120) days or more per year with the Monroeville Board of Education.

Bargaining unit members who hold LD tutoring positions shall be paid according to the negotiated salary schedule for certified personnel and are entitled to all other rights and benefits provided for in the negotiated agreement.

C. TUITION REIMBURSEMENT

The Monroeville Board of Education shall reimburse members of the certified staff for tuition. All such college courses shall be part of an Individual Professional Development Plan and shall have been approved by the LPDC.

Any college course work that is part of the plan must be at the graduate level. Reimbursement will be granted only for a grade of B or higher. Copies of transcripts or grade reports must accompany requests for reimbursement.

Staff members on leave of absence shall not qualify for reimbursement. No reimbursement is made to staff who have left the employment of the Monroeville Schools.

The tuition reimbursement fund shall consist of:

1. A pool of fifteen thousand dollars (\$15,000.00) yearly to be used for reimbursement of tuition for graduate classes. No individual may be reimbursed more than seven hundred dollars (\$700) yearly from this fund or be paid more than the actual cost of the course. Funds shall not be cumulative.
2. The tuition reimbursement will be paid to the individual in September of the following year as long as he/she remains an employee of Monroeville Local Schools.
3. If the amount of tuition reimbursement requests exceed fifteen thousand dollars (\$15,000.00), then the amount of reimbursement will be prorated. The amount will be determined by dividing the amount of the pool by the number of staff requesting reimbursement. If the actual cost of the class is less than seven hundred dollars (\$700.00), the amount will be scaled to reflect the ratio. (Ex.: Cost of class = \$400; the reimbursement will be $[400/700]$ [amount reimbursed]).
4. The pool will reimburse expenses for tuition of approved graduate classes upon submission of the approved documents.
5. Requests for reimbursement must include:

- A copy of the IPDP
- A copy of the Approval of Professional Development form
- A copy of the transcript or grade report showing the course completed and grade received
- Documentation of the cost of the class (invoice, brochure, etc.)
- A requisition

D. SEVERANCE PAY

1. Any bargaining unit member of the Monroeville Local Schools who has had five (5) or more years of current, consecutive years of service in the Monroeville Local Schools District and ten (10) or more years of public service at the time of retirement or death is eligible to be paid in cash (or to estate) for a total of one-fourth (1/4) of the accrued unused sick leave. For purposes of this provision, a break in service of up to one (1) year due to unpaid leave or disability retirement shall not break the five (5) consecutive years requirement.
2. The maximum payment which may be made shall be for one-fourth (1/4) of the accumulated sick leave to a maximum reimbursement for sixty-six and a quarter (66 1/4) days.
3. Severance pay will be issued to such employee, whose effective date of retirement with the State Teachers Retirement System of Ohio is within ninety (90) days from the last paid day of service, upon presentation of proof of actual retirement by the employee from STRS. Such payment shall eliminate all sick leave credit accrued by the employee at the tie. Such payment shall be made once to an employee. Such payment shall be made no later than thirty (30) calendar days after presentation of proof of retirement from the State Teachers Retirement System.

E. STRS PICK-UP WITH REDUCTION

The Board of Education of the Monroeville School District herewith agrees with the Monroeville Teachers Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall equal the total mandatory employee contribution as established by STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall remain effective and shall apply to all compensation including supplemental earnings thereafter.

F. PAYCHECKS

1. Twenty-Six Pay Periods

The total amount of a teacher's salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter.

An employee who resigns or retires effective on the date preceding the first day of the next school year or who is non-renewed or who is released due to a reduction in staff may continue to receive his/her pay according to the twenty-six (26) installment plan with continuation of all fringe benefits or may elect to receive the balance of the salary due in one lump sum less the employee's monthly contribution of his/her insurance premiums, which would also result in the continuation of all fringe benefits.

2. Distribution of Paychecks

All employee pay will be in form of direct deposit to a bank connected with the automatic clearinghouse. The equivalent of a paycheck stub (called a "pay slip") will be distributed to the employee. All pay slips shall be issued to employees in envelopes to provide for privacy. The envelopes (except as indicated in the following paragraph) and any postage involved in forwarding pay slips when school is not in session shall be paid for by the Board.

All teacher's summer pay will be direct deposited to a bank of the teacher's choice.

G. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

A Labor-Management Relations Committee (LMRC) shall be established through the Federal Mediation and Conciliation Service (FMCS) no later than December 1, 1998.

The LMRC shall have no authority to adjust grievances or alter the terms of this agreement or an individual's employment contract nor to abridge management rights.

H. BACKGROUND CHECKS

The Board of Education agrees to reimburse any bargaining unit member the cost of their mandatory BCI and/or FBI background checks.

ARTICLE XI – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EXCLUSIVE RIGHTS

Recognition of the Association as bargaining agent shall entitle the Association to certain exclusive rights while the bargaining agent. These rights shall include.

1. The right to use the school buildings and facilities in order to conduct Association business so long as regulations pertaining to the use of such buildings and facilities are observed.
2. The right to use, upon yearly written notice, school office equipment, including computers, AV equipment, etc., when such equipment is not otherwise in use. Supplies, used in connection with such equipment shall be furnished and paid for by the Association. Except for normal "wear and tear," in the event of damage or breakage, the Association shall be responsible for repair or replacement.
3. The right to use the inter-school mail system to distribute materials, excluding partisan political matters.
4. The use of bulletin board designated for Association business. No partisan political material shall be placed on such bulletin board.
5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and administration.
6. The right to allow representatives to call meetings of Association members within the building before or after the student day.
7. The right to make announcements at the end of school faculty meetings. Upon notice to the appropriate administrator, three (3) minutes of time will be allotted.

8. The right to hold Association meetings, to be limited to forty-five (45) minutes each, on either or both teacher workdays at the beginning and closing of the school year.
9. The Association president and the Union consultant shall have the right to visit schools. The Association president need not obtain permission for visits before or after student hours or during lunch. Either prior to or immediately upon the arrival of the representative at any school, the representative shall advise the principal, or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of said administrator to make the visit.

Such permission shall not be denied but may be delayed, only if the visit, at the time desired, would interfere with the regular teaching duties of the professional staff member(s) to be contacted. Visits that are made to discuss special problems of a professional staff member(s) with the principal must be arranged in advance with the principal, or, in the principal's absence with the acting building administrator.

B. ASSOCIATION RIGHT TO INFORMATION

The Board recognizes that the Association has the right to obtain information. The Association president shall be provided with:

1. Copies, upon request, of all Board of Education agendas and appendices by inter-school mail by 12:00 noon the day of the Board meeting. This provision shall not apply to emergency Board meetings and shall not apply to the amendment of the agenda at the Board meeting.
2. Advance notice of any regular or special Board meeting before or at the same time as the news media is notified.
3. Copies of the official minutes of all Board meetings within forty-eight (48) hours after such meeting where the minutes have been approved by the Board.
4. Copies of the following forms:
 - a. Training and experience grid of all employees in the bargaining unit
 - b. Monthly Treasurer's Report
 - c. Appropriation Resolution
 - d. Amended Certificate of Estimated Resources
 - e. Adopted Budget

Such Copies shall be given to the president of the Association as soon as it is feasible after such forms are filled with the agency required by law (if applicable).

5. A place on the agenda of all regular Board of Education meetings to be used by the Association to communicate with the Board.

C. PAYROLL DEDUCTIONS

The following payroll deductions shall be at no cost to the professional staff member:

1. Association Dues – MTA, OEA, NCOEA, NEA
2. Department of the Ohio Education Association as found on the yearly enrollment forms
3. Savings Bonds
4. Annuities- minimum of five (5) Union member or more
5. Credit Union
6. EPAC
7. United Fund Appeal
8. Income Protection
9. Norwalk Rec Center

Teachers may, prior to the first payment of the new contract year, or upon employment, sign and deliver to the treasurer and authorization form requesting deduction for membership dues assessments of the Association and its affiliates. Such authorization shall continue in effect from year to year unless a teacher gives written revocation notice to the treasurer of the Board to discontinue such deduction prior to September 15 of any school year, or employment with the Board terminates.

D. DISTRIBUTION OF AGREEMENT

1. Within thirty (30) days after this agreement is signed, copies of this agreement shall be ordered. The Association shall take the responsibility of having the agreement typed. The Board shall take the responsibility and pay for the cost of duplication.
2. The Board and Association shall have the opportunity to proofread and approve the agreement before and after printing.
3. The Association shall be forwarded one (1) copy for each bargaining unit employee plus ten (10).
4. Newly hired employees during the period of this master working agreement will be furnished a copy of this agreement by the Association.

- E. 1. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or in any of its activities.
- 2. Unless clearly delineated and/or restricted herein, all professional staff members shall maintain their rights under the law.

ARTICLE XII – FAIR SHAR FEE

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

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

B. NOTIFICAITON 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 Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In case of bargaining unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- a. Sixty (60) days in a bargaining unit position (which shall be the required probationary period);
- b. January 15

2. Upon Termination of Membership During the Membership Year

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, 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.

D. TRANSMITTAL OF DEDUCITONS

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

F. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. The Association on behalf of itself and the OEA and NEA agrees to indemnify and hold the Board harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer. However, the Board may reject the counsel selected by the Association.
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

4. The Board acted in good faith compliance with the fair share fee provision of this 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 provisions herein.

ARTICLE XIII - MANAGEMENT RIGHTS

Except as otherwise agreed in this master contract, the Board retains all rights and responsibilities it has according to law which include, but are not limited to, the following:

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

ARTICLE XIV - EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the board may consider and employ retirees for any such vacancy upon the recommendation of the superintendent.
- C. A retiree shall be placed at Step 10 of the appropriate training column, as agreed to by the Board and the retiree, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be prorated based upon a full workday.
- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC 3319.11 and 3319.111. Article IX of the negotiated Agreement and ORC 3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the superintendent's discretion.
- E. A retiree shall accumulate and may use sick leave in accordance with the negotiated Agreement, but shall not be entitled to severance pay under Article X of the negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurance in accordance with law.
- G. A retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article VI of the negotiated Agreement or under ORC 3319.17.

ARTICLE XV – PROFESSIONAL DRESS AND APPEARANCE

Teachers are expected to dress appropriately for their assignment and conduct themselves professionally. Therefore, teachers are to be physically clean, neat, and well-groomed. Teachers shall appear at work in dress that is considered at least "business casual." Designated "jeans days" or "t-shirt days" are the exception. Tattoos of any kind are to be covered when possible.

ARTICLE XVI - EFFECTS OF CONTRACT

A. **DURATION**

This contract shall become effective July 1, 2014, and shall remain in full force and effect through June 30, 2017, both dates inclusive.

B. **SIGNATURES**

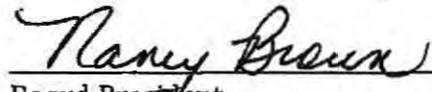
FOR THE ASSOCIATION:



Association President

OEA Labor Relations Consultant
SERB Agent of Record

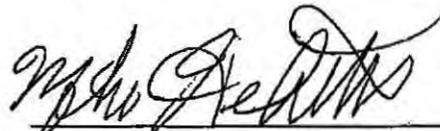
FOR THE BOARD:



Board President



Superintendent



Comments on above items:

Item # _____
Item # _____
Item # _____
Item # _____
Item # _____

*Code: S=SATISFACTORY P=PROBLEM US=UNSATISFACTORY NO=NOT OBSERVED NA=NOT APPLICABLE

**COACH'S EVALUATION FORM
SUPPLEMENTAL CONTRACT
YEAR _____**

III. Related Information:

1. Areas of Strength

2. Areas Needing Improvement

3. Recommendations

Equipment properly stored and inventory _____

along with list of participants who have outstanding items to return _____

Signature of Coach

Signature of Athletic Director

Signature of Principal

Date

MONROEVILLE LOCAL SCHOOLS
SUPPLEMENTAL EVALUATION FORM

Name: _____

Position: _____

Professional & Personal Responsibilities

1.	Cooperates with Building Principal	S	N/I	N/A
2.	Relationship with Students	S	N/I	N/A
3.	Pre-planning	S	N/I	N/A
4.	Professional Conduct	S	N/I	N/A
5.	Organization of Practice Sessions	S	N/I	N/A
6.	Overall Organization	S	N/I	N/A
7.	Teaches Fundamental Skills	S	N/I	N/A
8.	Follows Purchasing Procedures	S	N/I	N/A
9.	Care of and Return of Inventory/Equipment	S	N/I	N/A
10.	Management of Budget	S	N/I	N/A

S = SATISFACTORY N/I = NEEDS IMPROVEMENT N/A = NOT APPLICABLE

Comments:

Signature of Employee

Signature of Supervisor

Date

Employee may attach comments to this form.

MONROEVILLE LOCAL BOARD OF EDUCATION
Updated 7-14-03

Title: 5.13 Guidance Counselor

1- Above Expectation	2 -Meets Expectation	3-Needs improvement	4-Unsatisfactory	NA - Not Applicable
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Qualifications:

1. Appropriate State of Ohio School Counselor certification.
2. Demonstration of a sincere desire to aid all students.
4. Good health, high moral character, and good attendance record.

General Description:

1. Counsel and assist students with educational, personal, social, and occupational placement and related circumstances in planning and adjustment.
2. Work with teachers to study, diagnose, and understand problems that affect students and their classroom performance; plan and conduct group guidance activities; utilize community resources; participate in inservice teacher-education activities.
3. Work with administrative staff and other school personnel in planning, developing, and conducting the total guidance program, curriculum, and test-based research; coordinate the 7-12 testing program.
4. Work with lay groups, parents, and individuals in coordinating school and community resources and activities which contribute to the improvements of pupil personnel services.

Essential Functions:

1. Encourage students to evaluate alternatives, formulate realistic goals, and becoming increasingly self directive.
2. Maintain acceptable, non-punitive relationships with students and respect their confidences.
3. Register students new to the school and orient them to school procedures, building use, and the school's varied opportunities for learning.
4. Assist with class registration of students by:
 - a. aiding in the building of the Master Schedule.
 - b. counseling students grades 6-11 during the registration process.
 - c. coordinating student course registration tables.
 - d. preparing individual student schedules and aiding in student course selection.
 - e. working to correct, where possible, conflicts in students' schedules.
 - f. developing master class lists.
5. Work to resolve students' educational handicaps.
6. Recognize behavior patterns that may be symptomatic of educational and emotional problems, and use professional judgment to intervene.
7. Provide individual counseling to students concerning their academic, social, and emotional well-being.

8. Advise administrators and faculty concerning students with discipline problems while maintaining confidentiality.
9. Consult with parents and school staff about student achievement and problem areas.
10. Meet with parents as requested concerning the personal, social, educational, and career development of their children.
11. Interpret the guidance program to the public.
12. Help students evaluate career interests and choices, including orientation and registration of students for the vocational school.
13. Provide a comprehensive education program for students and parents regarding college testing, admission, and financial aid; provide materials pertaining to college admission and college admission tests; assist with completing college applications; schedule students for conferences with college representatives of various colleges, universities, and armed forces.
14. Compile scholarships and financial aid grants and assist students in completion of forms.
15. Write recommendations for students applying for post-secondary education admissions or job placement; assist in job placement.
16. Chair the local scholarship committee.
17. Tabulate and maintain records of all scholarships of graduating seniors.
18. Conduct a post-graduate survey and report results to the principal & superintendent.
19. Prepare a monthly newsletter to advise parents of various guidance activities; inform the student population of guidance activities via the daily announcements.
20. Coordinate the Post-Secondary Options program; advise parents and students of advantages and disadvantages.
21. Sit on or take leadership roles in committees related to the guidance program, curriculum, or other committees as requested by the principal or superintendent.
22. Provide preventative guidance activities for classrooms.
23. Provide assistance in obtaining tutors, summer school courses, and other educational options.
24. Assist with the coordination of the Special Education program; review schedules of all students in the Special Education program.

26. Maintain anecdotal record of all meetings, phone calls, and discussions regarding students.
27. Maintain and build an occupational information library, including college and technical school catalogues; provide such materials to teachers as requested.
28. Work to discover and develop special abilities of students; i.e. advanced placement, PEO, honors, and gifted programs.
29. Maintain a working relationship with community agencies and referral services.
30. Conduct, supervise, and interpret the standardized testing program with the school staff.
31. Conduct research projects as requested by the principal and/or the local superintendent, i.e. follow-up studies of former pupils, test results, data analysis, etc.
32. Maintain all student records and protect their confidentiality:
 - a. Compute GPA cumulative to semester for grades 9-12.
 - b. Maintain rank-ordered GPA lists, cumulative to semester for grades 9-12.
 - c. Prepare and certify final transcripts for graduating seniors to Principal.
 - d. Provide transcripts to post-secondary institutions and the courts as requested by parents, students, and alumni.
 - e. Annually compile student course/credit deficiencies and notify students and parents of such deficiencies; maintain a written record of such notification; develop a plan to help students and parents deal with deficiencies.
 - f. Review the failure list each grading period, and intervene with students, teachers, and/or parents where necessary.
33. Advisor to the National Honor Society (supplemental provided) and chair of the selection committee.
34. Attend professional development activities where appropriate or as requested by the principal or superintendent.

- 35. Provide counseling to at-risk students and intervene to prevent their withdrawal from school.
- 36. Provide crisis intervention services and serve as liaison to community crisis managers in the event of a local tragedy (death of a student, etc.)
- 37. Serve as a member of the District Crisis Team.
- 38. Develop a guidance plan and annually assess the plan's effectiveness in the end-of-year report.

Other Duties and Responsibilities:

- 1. Serves as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings;
- 2. Help to instill in students the belief in and practice of ethical principles and democratic values; and
- 3. Conduct other duties related to the counselor's duties as assigned by the principal or local superintendent of schools.

Additional Working Conditions:

- 1. Occasional exposure to blood, bodily fluids, and tissue.
- 2. Occasional operation of a vehicle under inclement weather conditions.
- 3. Occasional interaction with unruly children.

COMMENTS:

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority or designee.

Supervisor

Date

Signature

Date

MONROEVILLE LOCAL SCHOOLS

Title: Elementary Guidance Counselor

Qualifications:

1. Must hold or be able to attain a valid School Counselor Certification
2. Pass all state mandated criminal background checks
3. Pass state mandated health requirements
4. Willing to keep current with advances in equipment and technology that supports job functions.

Reports To:

Assigned Building Administrator

Job Goal:

Implement the elementary guidance program through class, small group, and individual guidance activities.

1- Above Expectation	2 -Meets Expectation	3-Needs improvement	4-Unsatisfactory	NA - Not Applicable
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Performance Responsibilities:

1. Implements the District's elementary guidance program.
2. Provides developmentally appropriate guidance and counseling activities to assist students to develop and apply skills for academic, career, and personal/social growth during school years.
3. Conducts "whole-class " guidance lessons and activities.
4. Performs small-group guidance counseling.
5. Performs individual guidance counseling.
6. Works with teachers to identify students' needs and develop appropriate learning or behavioral programs to deal with these needs.
7. Meets with parents to assist with student needs.
8. Serves as a member of the I.A.T (Intervention Assistant Team).
9. Orients sixth graders for entrance to the junior high school.
10. Interprets standardized test scores for teachers and parents.
11. Performs testing as needed for the District's kindergarten screening program.
12. Maintains all certificates held when initially employed and takes responsibility for improving skills and knowledge through professional development
13. Reports to assigned duties on time and is on duty as prescribed by contract.
14. Takes reasonable measures to assure student health and safety.
15. Inventories books, materials, and equipment, and maintains records.
16. Works to maintain a positive relationship with colleagues and parents.

17. Meets frequently with 7-12 counselors and collaborates with school psychologist for special needs assessments.
18. Coordinates and administers state mandated, District, placement, and other specialized testing.
19. Has knowledge of community resources that are available to students, staff, and parents.
20. Facilitates communications among the school, home, and community.
21. Takes a proactive role in connecting the school, parents/guardians, and the community.
22. Coordinates referrals and assists in observation, testing, and placement of students.
23. Collaborates with teachers, District Special Education Supervisor, and District Gifted Coordinator in monitoring students needs.
24. Provides information on child abuse to staff and students.
25. Oversees the positive reinforcement/character education program.
26. Performs other responsibilities associated with elementary guidance as designated by the building principal.

Comments of Evaluator

Statement of Evaluated Counselor:

I have read the foregoing report. I understand that a copy of it will be placed in my professional file.

Signature of Counselor: _____

Date: _____

Signature of Evaluator: _____

Date: _____

Teacher Librarian - School Library Media Specialist Evaluation

Name: _____

School: _____

Date: _____ Time: _____

District Level Assignment: _____

Certification Status: _____

Rating Scale

N/A - Not Applicable

1 - Above Expectations

2 - Meets Expectations

3 - Needs Improvement

4 - Unsatisfactory

Essential Functions	Rating	Comments
1. Maintains records as required by district policy; maintains professional ethics.		
2. Develops and implements policies and procedures for the operation of the building library media center including the use of all media, equipment, and facilities.		
3. Considers state, national, and regional standards, as well as other guidelines in establishing a philosophy and in planning long and short-term goals.		
4. Communicates with staff, students, administrators, and parents/guardians regarding the library media center program and invites their involvement.		
5. Prepares, justifies, and administers the library media center budget under the direction of the appropriate supervisor(s).		
6. Provides procedures for preview, evaluation, selection, and purchase of library materials and equipment.		
7. Provides procedures for evaluation, withdrawal and discard of library materials and equipment.		
8. Demonstrates knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process.		
9. Catalogs and classifies materials according to a nationally recognized system.		
10. Organizes and maintains records of acquisition, circulation, inventories of media and equipment, and other statistics for use in reporting, planning, and evaluating the library program.		
11. Prepares bibliographies, lists, or indexes as needed and otherwise informs students and faculty of new and appropriate materials.		

12. Counsels with and gives guidance to students in reading selection.		
13. Assists the faculty by suggesting the use of creative, multi-media methods and participation in the evaluation of such approaches.		
14. Develops students' informational, technological, and digital literacy skills by collaborating with teachers in the development of age-appropriate learning activities.		
15. Assists the faculty in their selection from a variety of media to accomplish specific learning objectives and specific needs.		
16. Plans student and staff orientation and inservices when needed.		
17. Works with faculty members in the development, implementation, and evaluation of programs.		
18. Keeps current in the library media field by reading journals and professional books, attending workshops, conferences, and membership in professional organizations.		
19. Conducts an annual evaluation for the pupose of redefining library policies, goals, and services.		
20. Trains and directs the work of aides and student assistants in the library.		
21. Promotes acceptable library conduct of students.		
22. Arranges frequently-changing media-related displays and exhibits likely to interest the library patrons.		

Evaluator's Comments:

Evaluator's Recommendations:

Signature of Evaluator: _____ **Date:** _____

Signature of School Librarian: _____ **Date:** _____

MONROEVILLE LOCAL SCHOOL DISTRICT

JOB DESCRIPTION

TITLE: Classroom Teacher

REPORTS TO: Principal, Local Superintendent

EMPLOYMENT STATUS: Full-time/Part-time

FLSA STATUS: Non-exempt

QUALIFICATIONS:

1. College or university degree(s)
2. Appropriate and valid Ohio teaching certificate
3. Good health
4. Demonstrates a sincere desire to aid all students.

GENERAL DESCRIPTIONS: To effectively conduct a high level of instruction and provide an acceptable learning environment for each student as evidenced through classroom observations.

Help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. Directs and evaluates the learning experiences of the students in activities sponsored by the school.

PERFORMANCE RESPONSIBILITIES:

1. Written lesson plans must be available as required by state regulations.
2. Utilize all scheduled classroom time for instruction and supervised study.
3. Require academic excellence and appropriate behavior from each student during the school day and during voluntary duty (i.e., athletic contests, Christmas plays, dances, etc.).
4. Execute any professional tasks as required by an administrator during the workday including monitoring the halls, cafeteria duty, supervising assemblies.
5. Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.

6. Assess the accomplishments of students on a regular basis and provide progress reports as required.
7. Develop reasonable rules of classroom behavior and procedures consistent with district policy and administrative regulations.
8. Take all necessary precautions to protect students, equipment, materials, and facilities.
9. A teacher shall not permit a student to leave the school grounds under any circumstances except as approved by the principal.
10. Maintain records as required by district policy.
11. Demonstrate knowledge of subject matter.
12. Implement and follow rules and regulations of the Monroeville Local School District and of state and federal OSHA laws to provide for safety in the workplace.

TERMS OF
EMPLOYMENT:

Work year, workday and salary as adopted by the Board of Education.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's principal or local superintendent.

(Superintendent or Designee)

(Date)

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position. I further certify that I have been informed of the location of the most current copy of the Monroeville Board of Education Personnel Policy Manual.

(Signature)

(Date)

GRIEVANCE FORM

NAME OF GRIEVANT(S)

DATE

BUILDING ASSIGNMENT

GRIEVANCE NO.

The date(s) on which the alleged grievance occurred:

The provision(s) of the Master Contract, if any, which allegedly have been violated, misinterpreted, or misapplied: _____

Statement of Grievance: _____

The remedy sought: _____

Signature of Grievant Date

Grievance Chairperson Date

LEVEL ONE

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Principal Date

Disposition by Principal: _____

Signature

Date

LEVEL TWO

Grounds for Appeal: _____

Signature of Grievant

Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent Date

Disposition of Superintendent: _____

Signature Date

LEVEL THREE

I hereby acknowledge that this grievance was filed with me on the dates set forth below:

Signature of Superintendent or Designee
on behalf of the Board of Education

Date

Disposition of the Board: _____

Signature

Date

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE INDEX

APPENDIX D-1

STEP	BA	MA	MA+30
0	1.00000	1.20000	1.25000
1	1.04000	1.24000	1.29000
2	1.08000	1.28000	1.33000
3	1.12000	1.32000	1.37000
4	1.16000	1.36000	1.41000
5	1.20000	1.40000	1.45000
6	1.24000	1.44000	1.49000
7	1.28000	1.48000	1.53000
8	1.32000	1.52000	1.57000
9	1.36000	1.56000	1.61000
10	1.40000	1.60000	1.65000
11	1.44000	1.64000	1.69000
12	1.48000	1.68000	1.73000
13	1.52000	1.72000	1.77000
14	1.56000	1.76000	1.81000
15	1.58000	1.78000	1.83000
16	1.60000	1.80000	1.85000
17	1.62000	1.82000	1.87000
18	1.64000	1.84000	1.89000
19	1.66000	1.86000	1.91000
20	1.68000	1.88000	1.93000
21	1.70000	1.90000	1.95000
22	1.72000	1.92000	1.97000
23	1.74000	1.94000	1.99000
24	1.76000	1.96000	2.01000
25	1.78000	1.98000	2.03000
27	1.80000	2.00000	2.05000

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE INDEX
EFFECTIVE JULY 1, 2014

APPENDIX D-2

STEP	BA	MA	MA+30
0	\$31,425.00	\$37,710.00	\$39,281.00
1	\$32,682.00	\$38,967.00	\$40,538.00
2	\$33,939.00	\$40,224.00	\$41,795.00
3	\$35,196.00	\$41,481.00	\$43,052.00
4	\$36,435.00	\$42,738.00	\$44,309.00
5	\$37,710.00	\$43,995.00	\$45,566.00
6	\$38,967.00	\$45,252.00	\$46,823.00
7	\$40,224.00	\$46,509.00	\$48,080.00
8	\$41,481.00	\$47,766.00	\$49,337.00
9	\$42,738.00	\$49,023.00	\$50,594.00
10	\$43,995.00	\$50,280.00	\$51,851.00
11	\$45,252.00	\$51,537.00	\$53,108.00
12	\$46,509.00	\$52,794.00	\$54,365.00
13	\$47,766.00	\$54,051.00	\$55,622.00
14	\$49,023.00	\$55,308.00	\$56,879.00
15	\$49,652.00	\$55,937.00	\$57,508.00
16	\$50,280.00	\$56,565.00	\$58,136.00
17	\$50,909.00	\$57,194.00	\$58,765.00
18	\$51,353.00	\$57,822.00	\$59,393.00
19	\$52,166.00	\$58,451.00	\$60,022.00
20	\$52,794.00	\$59,079.00	\$60,650.00
21	\$53,423.00	\$59,708.00	\$61,279.00
22	\$54,051.00	\$60,336.00	\$61,907.00
23	\$54,680.00	\$60,965.00	\$62,536.00
24	\$55,308.00	\$61,593.00	\$63,164.00
25	\$55,937.00	\$62,222.00	\$63,793.00
27	\$56,565.00	\$62,850.00	\$64,421.00

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE INDEX
EFFECTIVE JULY 1, 2015

APPENDIX D-3

STEP	BA	MA	MA+30
0	\$31,739.00	\$38,087.00	\$39,674.00
1	\$33,009.00	\$39,356.00	\$40,943.00
2	\$34,278.00	\$40,626.00	\$42,213.00
3	\$35,548.00	\$41,895.00	\$43,482.00
4	\$36,817.00	\$43,165.00	\$44,752.00
5	\$38,087.00	\$44,435.00	\$46,022.00
6	\$39,356.00	\$45,704.00	\$47,291.00
7	\$40,626.00	\$46,974.00	\$48,561.00
8	\$41,895.00	\$48,243.00	\$49,830.00
9	\$43,165.00	\$49,513.00	\$51,100.00
10	\$44,435.00	\$50,782.00	\$52,369.00
11	\$45,704.00	\$52,052.00	\$53,639.00
12	\$46,974.00	\$53,322.00	\$54,908.00
13	\$48,243.00	\$54,591.00	\$56,178.00
14	\$49,513.00	\$55,861.00	\$57,448.00
15	\$50,148.00	\$56,495.00	\$58,082.00
16	\$50,782.00	\$57,130.00	\$58,717.00
17	\$51,417.00	\$57,765.00	\$59,352.00
18	\$52,052.00	\$58,400.00	\$59,987.00
19	\$52,687.00	\$59,035.00	\$60,621.00
20	\$53,322.00	\$59,669.00	\$61,256.00
21	\$53,956.00	\$60,304.00	\$61,891.00
22	\$54,591.00	\$60,939.00	\$62,526.00
23	\$55,226.00	\$61,574.00	\$63,161.00
24	\$55,861.00	\$62,208.00	\$63,795.00
25	\$56,495.00	\$62,843.00	\$64,430.00
27	\$57,130.00	\$63,478.00	\$65,065.00

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE INDEX
EFFECTIVE JULY 1, 2016

APPENDIX D-4

STEP	BA	MA	MA+30
0	\$31,739.00	\$38,087.00	\$39,674.00
1	\$33,009.00	\$39,356.00	\$40,943.00
2	\$34,278.00	\$40,626.00	\$42,213.00
3	\$35,548.00	\$41,895.00	\$43,482.00
4	\$36,817.00	\$43,165.00	\$44,752.00
5	\$38,087.00	\$44,435.00	\$46,022.00
6	\$39,356.00	\$45,704.00	\$47,291.00
7	\$40,626.00	\$46,974.00	\$48,561.00
8	\$41,895.00	\$48,243.00	\$49,830.00
9	\$43,165.00	\$49,513.00	\$51,100.00
10	\$44,435.00	\$50,782.00	\$52,369.00
11	\$45,704.00	\$52,052.00	\$53,639.00
12	\$46,974.00	\$53,322.00	\$54,908.00
13	\$48,243.00	\$54,591.00	\$56,178.00
14	\$49,513.00	\$55,861.00	\$57,448.00
15	\$50,148.00	\$56,495.00	\$58,082.00
16	\$50,782.00	\$57,130.00	\$58,717.00
17	\$51,417.00	\$57,765.00	\$59,352.00
18	\$52,052.00	\$58,400.00	\$59,987.00
19	\$52,687.00	\$59,035.00	\$60,621.00
20	\$53,322.00	\$59,669.00	\$61,256.00
21	\$53,956.00	\$60,304.00	\$61,891.00
22	\$54,591.00	\$60,939.00	\$62,526.00
23	\$55,226.00	\$61,574.00	\$63,161.00
24	\$55,861.00	\$62,208.00	\$63,795.00
25	\$56,495.00	\$62,843.00	\$64,430.00
27	\$57,130.00	\$63,478.00	\$65,065.00

MONROEVILLE LOCAL SCHOOLS
EMPLOYEE ABSENCE FORM

NAME _____ DATE _____

POSITION _____

I was absent from my position with the Monroeville Board of Education for _____ day(s)/hrs.

DAYS ABSENT (month and days)

REASON FOR ABSENCE:

- _____ Personal Illness
- _____ Family Illness
- _____ Injury
- _____ Death (Immediate Family)
- _____ Death (other family, friend, neighbor)

- _____ Personal Leave
- _____ Professional Leave
- _____ Jury Duty
- _____ Other: Specify _____

- _____ Dock Days/Hrs. _____

- _____ Vacation (Non-Certified Only)

AN EMPLOYEE MUST FURNISH A WRITTEN, SIGNED STATEMENT TO JUSTIFY USE OF SICK LEAVE EXCEEDING (5) CONSECUTIVE DAYS.

EMPLOYEE SIGNATURE

DATE

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

Evaluator Signature

Date

Teacher Signature

Date

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

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.

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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.

