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AGREEMENT

between the

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

and the

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

September 1, 2014 through August 31, 2017

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

ARTICLE I - RECOGNITION

1.01 Statement of Recognition

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

1.02 Definition of Bargaining Unit

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

1.021 Inclusions

All professional licensed personnel employed by the Board.

1.022 Exclusions

A. The Superintendent, the Director of Career & Technical Education, all administrators, supervisors, and other personnel with supervisory, administrative, or managerial responsibilities; and any personnel who have the authority to recommend the hiring, discharge, or the discipline of an employee or the authority to evaluate the professional performance of an employee or the authority to recommend resolutions to grievances.

B. Adult Education programming shall not be used to supplant or to diminish the secondary programming.

1.03 Duration of Recognition; Representation Election

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

1.04 Board and Association Meetings

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

before the meeting an agenda listing those matters it wishes to discuss. A meeting may be cancelled or postponed by mutual agreement.

1.05 Definitions

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

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

1. Exclusions

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

2. Seniority Tie-Breaking Procedure

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial

employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

3. Seniority Accrual for Part-Time Employees

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

1.06

Association Rights

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

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

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

1. Who may be Assessed

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

2. Assessment/Payment Procedure

All employees shall:

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

3. Indemnification and Hold Harmless

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

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

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

- I. The right of designated Association representatives to engage in activity directly relating to the Association's duties as employee representative during the school day and without loss of pay, provided such activity occurs during the first ten minutes of the school day, during the lunch period, during the planning period, after student dismissal, or at any other time during the school day when the employees involved are not assigned to an instructional duty or a regular non-instructional duty, or are not directed to perform a duty which demands the employee's immediate attention.
- J. The right of the Association to hold membership meetings during the school day and without loss of pay, provided that said meetings are scheduled after student dismissal, do not conflict with an administratively-scheduled faculty meeting involving the entire faculty, and are not construed to justify employee absence at a supervisor's meeting which was scheduled prior to the scheduling of the Association membership meeting. Scheduling of meetings shall be accomplished by the recording of the meeting date, time, and location of the meeting in the building appointment book.
- K. The right of the grievant, the Association President or designee, and any Association witnesses to attend arbitration hearings during the school day without loss of pay. The Association shall assume the cost of providing a substitute, if required, for the Association President and each Association witness, exclusive of the grievant. In the event of a grievance filed by the Association on behalf of the entire Association or a group within the Association, the Association President shall be considered the grievant for the purposes of this Section.
- L. The right of the Association President to receive an advance copy of the agenda of each Board meeting. Such agenda shall be sent to the Association President by intra-school mail and/or electronic mail. A representative of the Association shall be permitted to address the Board during its regular meetings.
- M. The right of the Association President, or his/her designee, is permitted up to three (3) total paid teaching days during the school year to conduct the business of, or related to, the Association. All expenses incurred (i.e., travel or meals) shall be the responsibility of the Association. Leave beyond the permitted three (3) days is subject to the administration's approval and cannot be the students' first or last day of school. This release time shall not affect personal or sick leave.
- N. The right of the Association President to receive, upon request, sufficient copies for all employees of a directory listing the names, addresses, phone numbers, and job assignments on record for all employees of the Board.
- O. The right of the Association President to receive, upon request, the names and addresses of newly employed employees.

1.07

Non-Discrimination

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

applied and administered for all members of the bargaining unit. Board and building policies shall not be in violation of the contract.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 Initiation of Negotiations

2.011 Request for Meeting

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

2.012 Negotiations Proposals

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

2.02 Scope of Negotiations

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

2.03 Meetings

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

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

2.04 Disagreement

2.041 Mediation

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

2.042 Cost of Mediation

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

2.05 Agreement

2.051 Final Agreement

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

2.052 Adoption

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

2.06 No Reprisals

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 Definition

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

3.02 Step 1: Informal Procedure

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

3.03 Step 2

The employee or the Association may present the grievance in writing on the Grievance Form set forth in Appendix M of this Agreement to the employee's supervisor, who shall arrange for a meeting to take place within five (5) workdays after receipt of the grievance. The Association's representative, the aggrieved employee, his/her supervisor, and the Director shall be present for the meeting. The supervisor must provide the employee and the Association with his/her written answer to the grievance within three (3) workdays after the conclusion of the meeting.

3.04 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent within five (5) workdays after the receipt of the Step 2 answer, or within ten (10) workdays after the meeting in Step 2, whichever is later. The Superintendent shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) workdays of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall have five (5) workdays in which to provide a written decision to the Association.

3.05 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may schedule a grievance hearing with the Board at its next regular meeting after the Superintendent's written response should have been rendered. At the option of the Association, this Step 4 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.06 of this Article, unless the Board objects thereto before the end of the next workday following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the Association.

3.06 Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, or if the Association and Board have waived Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings

under the Voluntary Labor Arbitration Rules of that Association. If a demand for arbitration is not filed within thirty (30) workdays of the date for the Board's Step 4 answer or the Superintendent's decision if the Association and Board have waived Step 4, then the grievance will be deemed withdrawn.

3.061 Authority of Arbitrator

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

3.062 Costs of Arbitration

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

3.063 Transcripts

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

3.07 Time Limits

3.071 Summer "Workdays;" Extensions

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

3.072 Waiver of Grievance

If a grievance is not initiated within twenty (20) workdays after the grievant knew, or should have known, of the event or condition upon which the grievance is based, the grievance shall be considered as waived.

3.08 Expedition of Grievances

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

an administrator above the area supervisory level may be filed by the Association at Step 3.

3.09 Record Keeping

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

3.10 Rights to Representation

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

ARTICLE IV – LEAVE POLICIES

4.01 Personal Leave

4.011 Personal Leave Defined

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

4.012 Entitlement to Leave

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

4.013 Additional Leave Requests

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

4.014 Submission of Leave Request

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

4.015 Restrictions

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

4.016 Unpaid Leave

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

4.017 Attendance Incentive

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

4.02 Sick Leave

4.021 Entitlement to Sick Leave

Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease, and due to illness or death in the employee's family. Employees shall have the right to utilize sick leave in one-half (1/2) day increments or a full day.

4.022 Immediate Family Defined

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

4.023 Crediting of Sick Leave

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

4.024 Transfer of Sick Leave

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

4.025 Justification for Use of Sick Leave

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

4.026 Sick Leave Advance

Each new full-time employee shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed, such employee may not be lawfully advanced additional sick leave credit. The five (5)-day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service under provisions of the uniform sick leave law. Reference Section 3319.141 ORC.

4.03 Sick Leave Accumulation

Accumulation of sick leave shall be limited to a maximum of 280 days.

4.04 Parental Leave

4.041 Entitlement to Parental Leave

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

4.042 Submission of Leave Request

Application for a parental leave shall be made in writing to the Superintendent not later than thirty workdays prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

4.043 Reassignment

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

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

4.044 Timeline for Reinstatement

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

4.045 Reinstatement to Vacated Position

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

4.046 Reinstatement to Comparable Position

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

4.05 Assault Leave

4.051 Entitlement to Assault Leave

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

4.052 Justification for Use of Assault Leave

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

4.053 Physician's Certificate

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

4.054 Restrictions

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

4.06 Professional Leave

4.061 Entitlement to Professional Leave

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

A. The employee shall be reimbursed for actual costs incurred for registration, transportation by a common carrier, and housing at the cost of a double-room rate unless a single room is required, providing invoices are submitted.

B. Reimbursement shall be the amount allowed by the Internal Revenue Service in personal automobiles and a maximum of forty (40) dollars per diem for meals. Dated and itemized meal receipts must be submitted for reimbursement.

C. Expenses described in this section which can be verified in advance shall be paid in advance by the Board. Expense reimbursement shall be made to the employee within five workdays of submission of the

voucher therefor. In the event that the expense is not incurred or the employee does not attend the activity/meeting, the Treasurer shall deduct said advance from the next regular pay. In the event of an emergency or special circumstance, the employee shall notify the Superintendent and this provision shall be waived.

4.062 Attendance Criteria

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

4.063 Employment of Substitutes

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

4.064 Submission of Request

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

4.07 Sabbatical Leave

4.071 Entitlement to Sabbatical Leave

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

- A. Prior to the authorization of such leave the employee shall present to the Superintendent for approval a plan for professional growth showing the role played in such a plan by the proposed sabbatical leave.
- B. No employee may be granted such leave more often than once for each five years of service nor shall an employee be granted such leave for a second time when other employees have filed a request for such leave.
- C. Sabbatical leaves shall not be granted to more than five percent of the professional staff during a given period.
- D. An employee who is granted sabbatical leave shall be required to return to the staff of the school system for at least one year. If he/she does not return for one year, he/she shall be required to refund the Board monies paid as compensation during such leave.

- E. A sabbatical leave may be granted for one semester, one full school year, or for the last semester of one school year and the first semester of the following year. An employee while on sabbatical leave shall receive the difference between the salary and fringe benefits paid to his/her replacement and the salary and fringe benefits which the employee would have received if teaching at the District.
- F. Application for sabbatical leave shall be made in writing and addressed to the employee's supervisor not later than February 15 or October 15 preceding the school term within which the leave is desired. The Board must take action on any application submitted on or before the October 15 deadline not later than December 15. The Board must take action on any application submitted on or before the February 15 deadline not later than April 15.
- G. An employee who is granted such leave shall be required to make reasonable periodic reports during such leave in a manner as determined by the Superintendent and the employee.
- H. Such leave shall not be granted unless there is available a satisfactory substitute for the employee requesting such leave.

4.072 Reinstatement

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

4.073 Salary Increments

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

4.08 Jury or Witness Duty Leave

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

4.09 Long Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence.

2. The duration of employment of long-term substitutes shall be for the period specified at the time of their employment and shall automatically expire at the end of that term without action by the Board or further notice to the teacher.
3. In accordance with the automatic expiration of employment as set forth above, neither the provisions of Article 5.04 – Fair Dismissal, nor the provisions of Ohio Revised Code Section 3319.11, shall apply to long-term substitutes.
4. Beginning with the 61st day of employment, long-term substitutes shall be placed on the BA-0 step of the salary schedule.
5. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace the same.

4.10 Family and Medical Leave

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

- A. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per year (July 1 through June 30). Eligible employees must give at least 30 days notice before taking leave, when leave is foreseeable. Leave may be taken for the following reasons:
 1. A serious health condition of the employee that makes the employee unable to perform his or her job
 2. The birth and first-year care of a child
 3. The adoption or foster placement of a child
 4. To care for a child, spouse, or parent who has a serious health condition.
 5. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserves)
 6. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.
- B. The school Board may require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member. The school Board may also require second and third opinions (at Board expense) and a fitness for duty report to return to work.
- C. Only when medically necessary, as determined by the employee's physician, may leave be taken intermittently. Intermittent leave which is not medically necessary is subject to the approval of the Superintendent.
- D. Eligible employees shall be those employees who have worked for the school district at least one year and who worked for at least 1,250 hours over the previous twelve (12) months.

- E. Employees who take leave under this provision are entitled to the continuation of group medical insurance benefits during the period of leave. During this period of leave, the Board shall pay the same premium contribution for medical insurance as would be paid by the Board if the employee were working. Employees shall have the option to retain vision, dental and life insurance by reimbursing the district for the full cost of said premiums.
- F. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave. In the event an employee's leave of absence resulted in the employment of a long-term substitute, the employee returning from leave may be employed in an equivalent position (in terms of responsibilities, pay, benefits, and other terms and conditions of employment) for the remainder of that school year. Beginning the following school year, the employee will be returned to the position he/she occupied prior to taking FMLA leave.
- G. The taking of leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced. An employee shall continue to accrue seniority while on Family and Medical Leave.

ARTICLE V – RIGHTS AND RESPONSIBILITIES

5.01 Vacancies

5.011 Definition of Vacancy

A vacancy in an Employee Unit position shall exist when:

- A. An employee dies;
- B. An employee resigns;
- C. An employee retires;
- D. An employee's employment is terminated or non-renewed;
- E. An employee is transferred;
- F. An employee is promoted;
- G. An employee's leave of absence extends beyond one semester; or
- H. A new position is created.
- I. The Board determines that a vacancy exists.
- J. The Board shall not reduce a full-time position to a part-time vacancy except pursuant to Section 5.05.

5.012 Notification of Vacancy

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

5.013 Content of Notice of Vacancy

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

5.014 Vacancy Bidding Period

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

5.015 Abbreviated Bidding Period

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

5.016 Filling of Vacancies

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

5.017 Exceptions

- A. The Superintendent shall not be required to provide notice of vacancy for any position that will be eliminated from the Employee Unit as a result of the implementation of a reduction in force. Notice shall be provided for all other vacancies as determined by the Board in accordance with Sections 5.012 through 5.016.
- B. The Superintendent shall provide notice of any vacancy which occurs after the last day of the school year but which is not eliminated as a result of the implementation of a reduction in force; however, the Superintendent shall not be required to fill said vacancy until after the action of the Board to implement a reduction in force, provided that the vacancy is filled prior to the first day of the ensuing school year. Employees bidding on such a vacancy shall receive written notice immediately following the close of the bidding period that reassignment of employees caused by the implementation of a reduction in force shall supersede the employee's bidding rights as provided in Section 5.016. In the event that said vacancy is not filled by reassignment of employees to implement a reduction in force or by reinstatement of employees from the reduction in force list, the vacancy shall be filled in accordance with the provisions of Section 5.016.
- C. The Superintendent shall not be required to provide notice of vacancy for any position created by an involuntary transfer necessitated to comply with the provisions of Section 5.05.

5.02 Seniority List

5.021 Posting of Seniority List

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

5.022 Inaccuracies

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

5.03 Just Cause

5.031 Employee Discipline

No employee shall be disciplined without just cause.

5.032 Confidentiality

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

5.033 Exceptions

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

5.04 Fair Dismissal

5.041 Termination of Contract

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

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

A. Limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board on or after July 1, 2011, shall be notified in writing by the Superintendent by May 10 that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than June 1.

B. If the Superintendent decides to recommend to the Board non-renewal of the employee's contract, the employee shall be given an opportunity to resign prior to the Board's action not to renew.

C. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

5.05 Reduction in Force

5.051 General Provisions

The method of implementation shall be in accordance with Ohio Revised Code 3319.17 and the provisions of this Section to the extent such provisions are not in conflict with Ohio law. The ultimate purpose of a reduction in force shall be to provide a fair, impartial, and orderly reduction in the number of positions in the Employee Unit; however, in making said reduction, the Board shall reduce as few positions as possible in keeping with the provisions of Ohio Revised Code 3319.17 and this Section. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent.

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

A. Implementation

Reduction in force may occur only for the following reasons:

1. Decrease in student enrollment.
2. Return of an employee from a leave of absence.
3. Suspension of schools or territorial changes affecting the district.
4. Financial reasons.
5. Comply with federal or state requirements and/or guidelines of a program grant (i.e., career development program). The Board shall not arbitrarily and capriciously rewrite existing grants for the purpose of implementing a reduction in force.

B. Definitions

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

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

C. Effect of Seniority and Certification/Licensure

- 1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
- 2. For the transition period of this Agreement (September 1, 2014 through August 31, 2017), all evaluations above “ineffective” on the teacher performance standards of the evaluation shall be deemed comparable.
- 3. When the position(s) to be eliminated or reduced in part to accomplish Reduction has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - a. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. 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 the first to be suspended.
 - b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field,

continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

- i. Comparable evaluations as defined in accordance with provisions of this agreement.
- ii. 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 the first to be suspended.

iii. Reduction:

Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

- a. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
 - b. Displacement of the least senior teacher in the same effectiveness rating category, if available.
- c. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
- i. Certification and system-wide seniority shall be the exclusive criteria of any reduction.
 - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.

5.052 Procedure

5.0521 Not later than June 1 preceding the school year in which a reduction in force is expected to occur and not fewer than three days before written notices are provided pursuant to Section 5.0522 of this Article, the Superintendent shall provide written notice to the Association President of any anticipated reduction in force. Said notice shall list the positions (subject

area and grade level, if applicable) and the employees which the Superintendent expects will be affected by the anticipated reduction in force.

5.0522 Prior to the last day of the school year, the Superintendent shall provide written notice to each employee who he expects will be affected by the anticipated reduction in force. Said notice shall state that the Superintendent expects that the employee's position will be affected by an anticipated reduction in force.

5.0523 The notification in Sections 5.0521 and 5.0522 shall not be construed as a final list of employees to be affected by implementation of a reduction in force.

5.0524 Not later than August 1, the Board shall provide written notice to the Association President of its intent to proceed with the implementation of the reduction in force through the suspension of contracts and shall present the documentation to justify the reduction in force and the involuntary transfer of employees occurring as a result of said reduction in force. Board action to implement any reduction in force shall occur at the regular meeting of the Board in August. A reduction in force caused by a decline in student enrollment occurring between the August Board meeting and October 15 or the return of an employee from a leave of absence shall constitute the only exceptions to this provision.

5.0525 If a dispute occurs with regard to the justification for the reduction in force, the matter shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

5.053 Determination of Reduction in Force List

5.0531 A formal statement list shall be prepared indicating the specific positions to be abolished.

5.0532 A reduction in force list shall be prepared according to 5.05 C.

5.0533 Prior to Board action to effect a reduction in force, an employee whose contract is to be suspended as a result of a reduction in force program shall be given written notification by certified mail that his/her employment shall be suspended and the notice shall state the reason for such suspension and shall make no reference to the provisions of Section 5.0551 of this Article.

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

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

reduction in force list, as positions become available and in keeping with the seniority provisions of the reduction in force list; inverse order – last suspended; first reinstated.

5.0542 When a vacancy occurs, the Board shall send a certified letter to all employees certified for the position as defined in Section 5.0531 to their last known address to advise them of such position. It is the employee's responsibility to keep the Board informed of his or her whereabouts. The employee shall, within fifteen days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position who has the greatest seniority. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have rejected the position and to have forfeited his or her right to recall to service in the District. The position will then be made available to the next eligible employee on the reduction in force list.

5.0543 Transfers of employees employed but not affected by the reduction in force program shall be limited to positions not affected by said program. If a position initially abolished is reinstated or if a new position is established, this position will be staffed first from the employee reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position has been offered to all properly certificated employees on the reduction in force list.

5.0544 No employees new to the district shall be employed until all properly certified employees on the reduction in force list have been offered reinstatement in accordance with the provisions of this policy.

5.0545 Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, no credit on the salary index shall be given for time spent on suspended status.

5.055 Additional Provisions

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

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

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

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

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

5.0552 Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense.

5.0553 Employees on layoff status shall be provided with notice of every vacancy for which they are or may become certified in accordance with the provisions of Section 5.0543. Employees on layoff status who acquire additional certification or who become eligible for additional certification through the issuance of a Teacher Eligibility and Education Verification Form while on layoff status are responsible for notifying the Superintendent of the change in their credentials.

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

5.0555 Right of Restoration

1. Following the date of contract suspension, an employee affected by a reduction in force shall be granted the rights herein stated for a period not to exceed three years after the last school year actually worked. Such rights shall include the rights provided in Section 5.0552 unless such rights are specifically prohibited by the term of the existing insurance contracts.
2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

3. The teachers whose continuing contracts are suspended by any board pursuant to this section shall have the right of restoration to continuing service status by that board if and when teaching positions become vacant or are created for which any of such teachers are to become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center.
4. A unit member who is recalled to a position shall resume the contract status he/she held prior to the reduction and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
5. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
6. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board

informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If, after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

7. No teachers new to the District shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
8. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the reduction after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
9. Unit members remaining subject to reduction will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
10. Laid off Unit members subject to reduction shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
11. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

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

5.056 Intervention Program

When student enrollment in any career technical program falls below the numbers set forth in 5.05 (B)(1)(a), the instructor in that program shall have the opportunity to enter an intervention program, in an effort to assist the employee's efforts to increase student enrollment in that program area.

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

B. Role of the Intervention Team

1. When the instructor becomes eligible for the intervention program, the program instructor and Director or designee shall form an intervention team which shall consist of: the teacher, an academic teacher, a guidance counselor and the supervisor for that program area.
2. The intervention team will review: curriculum, strategies for recruitment and placement, equipment, facilities, advisory committee input provided to the program operating below mission goals, as well as other pertinent information. Subsequent to this review, the teacher and the supervisor will jointly develop a plan, with committee input, to increase program enrollment to mission goals.

5.06 Employee Evaluation

A. OTES

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix " ", which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revision of the Board's standards-based evaluation system in addition to review of the effectiveness of the evaluation of teachers in the district. The ERC will additionally provide assistance with respect to the development of student learning objectives as well as making recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers, as provided for in Section 5.04(A), above.

1. Composition

The committee shall be comprised of six (6) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate of \$17.00 per hour as approved by the Committee co-chairs. Release time for Committee work shall be granted by the Superintendent upon recommendation of the co-chairs.

a. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

4. Committee Authority

- a. The committee shall be responsible for recommending revisions to the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

C. Non-OTES Members

Except as otherwise indicated for non-OTES members of the bargaining unit, the following will continue to be implemented:

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

5.061 Observation Schedule

5.0611 The number of observations of employee performance, as stated below, shall occur between September 15 and May 1 of each school year for limited contract teachers. Continuing contract teachers may be observed and evaluated from September 15 to May 1.

5.0612 Observations completed after May 1 for limited contract teachers will be reflected as additional observations in the next Annual Evaluation Report as per Section 5.0626 of this Agreement.

5.0613 Observations shall be completed in accordance with the following frequency.

a. First Year Limited Contract Employees: A minimum of four (4) per year, with a minimum of two (2) per semester.

b. Second and Third Year Limited Contract Employees: A minimum of three (3) per year, with a minimum of one (1) per semester.

c. Employees under continuing contract status with more than three (3) years of service will be observed and evaluated at least once every three (3) years.

d. The evaluation of other employees under limited contract not addressed above shall be as follows:

(1) At least one (1) observation report and conference by the end of the first semester.

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

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

5.062 Non-OTES employees shall be observed and evaluated in accordance with the following guidelines:

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

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

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

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

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

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

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

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

Any performance area(s) found to be unsatisfactory on the basis of performance observed outside the formal observation time shall be documented in writing and shall be provided to the employee at the time the unsatisfactory performance is observed by the employee's evaluator or as soon thereafter as circumstances permit but not later than two (2) days following

observation of such performance by the employee's evaluator during which the employee and the evaluator are in attendance. Except in extreme cases, such written documentation shall be preceded by at least one (1) oral warning to the employee that his/her performance in an area of evaluation is unsatisfactory.

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

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

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

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

5.0629 The Annual Evaluation Report and conference between the limited contract employee and evaluator shall be completed by May 10.

5.06210 The evaluator will meet with the employee to discuss the Annual Evaluation Report and will identify any performance area that needs improvement. If the employee disagrees with the Annual Evaluation Report, he/she may request and shall be granted a conference with the Supervisor, the Director, and the Superintendent. At the option of the employee, an Association representative may be present.

5.06211 One copy of the Annual Evaluation Report and each supporting Observation Report, as well as any other written data used to support the Annual Evaluation Report, shall be given to the employee and one copy shall be filed in the employee's personnel file. The employee shall have the right to make a written response to his/her Annual Evaluation Report and to have the response affixed to the Report.

- 5.06212 The employee's signature on an Observation Report or an Annual Evaluation Report shall reflect only that the employee has read and received a copy of the Report and should not be construed to signify the employee's agreement with the content of the Report.
- 5.06213 Any violation of procedural due process shall automatically require re-employment of the contract under a continuing contract, if eligible, or a limited or extended limited contract if the employee is not eligible for a continuing contract.
- 5.06215 The evaluation procedure set forth above shall supersede the evaluation procedure established by §3319.11. In the event the teacher is non-renewed, and the teacher believes there have been procedural violations, these procedures shall be reviewed pursuant to 3319.11 which may include judicial review.

5.07 Personnel Files

5.071 Maintenance of Personnel File

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

5.072 Employee Examination of Personnel File

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

5.073 Employee Review of Information to be Filed

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

5.074 Right to Respond to File Information

An employee shall be entitled to write a reply to any document contained in the personnel file and to have the reply placed in the file, if such response is provided within (30) days of the employee's acknowledged receipt of same.

5.075 Purge Negative Records

Upon the individual employee's request, records of disciplinary action may be removed from said employee's personnel file if there have been no intervening occurrences for four (4) years.

5.08 Assignment and Transfer

5.081 Authority

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

5.082 Definition of Assignment

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

A. Notification of Assignment

1. The Superintendent shall give a newly-appointed employee written notice of his/her assignment as soon as practicable. However, in most cases, notice of assignment will be given not later than the day following Board action to employ the new employee.
2. The Superintendent shall give each employee written notice of his/her assignment by June 1 but reserves the right to make changes in assignments after June 1. Changes in assignment after June 1 shall be avoided as much as possible.

5.083 Definition of Transfer

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

5.084 Types of Transfer

Transfers shall be of two types: voluntary and involuntary.

A. Voluntary Transfer

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

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

B. Involuntary Transfer

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

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

5.085 Application for Voluntary Transfer

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

5.09 Nondiscrimination

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

5.10 Substitute Employees

5.101 Employment of Substitutes

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

5.102 Employee Assignment When Substitute is Available

- A. In the event an employee is assigned to cover both the morning and afternoon laboratory experiences, a planning period and a 30-minute, duty-free lunch period will be provided for the employee.

- B. When a substitute has been obtained, no employee shall be involuntarily assigned to a class which is normally conducted by the employee who is absent.

5.103 Employee Assignment When Substitute is Not Available

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

5.11 School Day Defined

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

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

5.12 School Year

5.121 School Year Defined

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

5.122 Extended Time Contract

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

5.123 Released Time

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

5.13 School Calendar

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

5.14 Identified Students

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

5.141 Service Provider Caseloads

In accordance with Ohio Administrative Code 3301-05-09, the Board shall determine special education class assignments. In addition, the Board will maintain compliance with the recommended intervention specialist and related service personnel/pupil ratio or case load established by the Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (referred to as "Operating Standards"). In the event special education class assignments exceed the recommended ratio or case load, intervention specialists shall be compensated for 6 hours per the "casual rate" (\$17.00 per hour) for each additional IEP.

5.15 NEOEA Day

5.151 Employee Option to Select Professional Conference

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

5.152 Cost for NEOEA Conferences

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

5.16 Course of Study/Professional Development Plan

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

5.161 Professional Development Plan

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

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

5.17 Field Trips

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

5.18 Department Budget

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

5.19 Separate Labs

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

5.20 Local Professional Development Committee

See the Local Professional Development Handbook.

5.21 Resident Educator

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

5.211 Definitions

A. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

B. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

C. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

D. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent to coordinate the District's Resident Educator program and will be scheduled for release time by the Administration based upon the number of Resident Educators and Mentors in a given year.

E. Formative Assessment

Formative assessment – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

5.212 Mentors/REPC

A. Qualifications

1. The REPC and/or Mentor Teacher must have a minimum of five (5) consecutive years of teaching experience, with at least two (2) consecutive years of teaching in the District and at least two (2) years in the level or subject area assigned and shall be a classroom teacher.
2. The REPC and/or Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

3. The REPC and/or Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/licensure.

4. The REPC and/or Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

B. Selection of Mentor Teachers

Selection of Mentor Teacher positions shall be made by the Superintendent or designee in consultation with the REPC. Should no Mentor be available in the area of certification/licensure, the Superintendent/designee may assign a Mentor from within the subject area most closely related to that of the Resident Educator.

5.213 Compensation

In addition to any mutually agreed-upon release time, each Mentor Teacher may be assigned up to two (2) Resident Educators per year and shall receive an annual supplemental stipend of 2% of the base per resident educator per year. A Lead Mentor shall receive an annual supplemental stipend of 4% of base per year. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

5.214 General

- A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- C. Neither the REPC nor any Mentor Teacher will participate in the District's evaluation of any Resident Educator.
- D. Neither the REPC nor any Mentor Teacher will be required or directed to make any recommendation regarding the continued employment of the Resident Educator.
- E. Neither the REPC nor any Mentor Teacher will be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- F. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change. Decisions will be made by the Superintendent in consultation with the REPC.

- G. The REPC, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- H. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.
- I. The use of technology (i.e., video recording) as necessary by implementation of this Program shall comply with the confidentiality requirements mandated by state and federal law.

5.22 Dialogue Committee

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

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

5.23 Bargaining Unit Work

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

5.24 Calamity Days

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

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

ARTICLE VI – SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Guidelines

6.011 Placement Into Class

A. Class I

- 1. Bachelor's degree or equivalent.

B. Class II

1. An employee in Class I may move to Class II upon evidence of 27 additional quarter hours or 18 semester hours beyond the Bachelor's degree or equivalent.
2. Newly hired employees must show evidence of 150 semester hours or 225 quarter hours.

C. Class III

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

D. Class IV

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

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

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

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

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

6.012 Placement for Service Credit

Service credit, up to a maximum of ten years, shall be granted to an employee for each year of teaching experience and/or military experience

rendered outside the Mahoning County Career & Technical Center. No more than five years of military experience shall be included in the service credit granted hereunder.

6.02 Salary Schedule

6.021 Teacher Salary Schedule

The teacher salary schedule shall be as attached.

6.022 First Workday of the 2014 Agreement Year

Retroactive to the first workday of the 2014-2015 Agreement year, the Bachelor's minimum salary shall be \$37,577 (1.25% increase).

6.023 July 1, 2015

Effective July 1, 2015, the Bachelor's minimum salary shall be \$38,047 (1.25% increase).

Effective July 1, 2016, the Bachelor's minimum salary shall be \$38,523 (1.25% increase).

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

6.025 All student club advisors will be paid at their index up to 13 years. Guidance Counselor stipend for lengthened day will be at current practice.

MAHONING COUNTY CAREER & TECHNICAL CENTER
2014-2015 TEACHER SALARY SCHEDULE

Base Salary 37577

STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	0.9416 35,383	1 37,577	1.0584 39,771	1.1169 41,970	1.1753 44,164
1	1 37,577	1.0584 37,577	1.1169 37,577	1.1753 37,577	1.2338 37,577
2	1.0584 39,771	1.1169 41,970	1.1753 44,164	1.2338 46,363	1.2922 48,557
3	1.1169 41,970	1.1753 44,164	1.2338 46,363	1.2922 48,557	1.3506 50,751
4	1.1753 44,164	1.2338 46,363	1.2922 48,557	1.3506 50,751	1.4091 52,950
5	1.2338 46,363	1.2922 48,557	1.3506 50,751	1.4091 52,950	1.4675 55,144
6	1.2922 48,557	1.3506 50,751	1.4091 52,950	1.4675 55,144	1.5259 57,339
7	1.3506 50,751	1.4091 52,950	1.4675 55,144	1.5259 57,339	1.5844 59,537
8	1.4091 52,950	1.4675 55,144	1.5259 57,339	1.5844 59,537	1.6428 61,731
9	1.4675 55,144	1.5259 57,339	1.5844 59,537	1.6428 61,731	1.7013 63,930
10	1.5259 57,339	1.5844 59,537	1.6428 61,731	1.7013 63,930	1.7597 66,124
11	1.5844 59,537	1.6428 61,731	1.7013 63,930	1.7597 66,124	1.8181 68,319
12	1.6428 61,731	1.7013 63,930	1.7597 66,124	1.8181 68,319	1.8766 70,517
13		1.7597 66,124	1.8181 68,319	1.8766 70,517	1.935 72,711
18		1.8181 68,319	1.8766 70,517	1.935 72,711	1.9935 74,910
23		1.8766 70,517	1.935 72,711	1.9935 74,910	2.052 77,108

MAHONING COUNTY CAREER & TECHNICAL CENTER
2015-2016 TEACHER SALARY SCHEDULE

Base Salary 38047

STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	0.9416 35,825	1 38,047	1.0584 40,269	1.1169 42,495	1.1753 44,717
1	1 38,047	1.0584 38,047	1.1169 38,047	1.1753 38,047	1.2338 38,047
2	1.0584 40,269	1.1169 42,495	1.1753 44,717	1.2338 46,942	1.2922 49,164
3	1.1169 42,495	1.1753 44,717	1.2338 46,942	1.2922 49,164	1.3506 51,386
4	1.1753 44,717	1.2338 46,942	1.2922 49,164	1.3506 51,386	1.4091 53,612
5	1.2338 46,942	1.2922 49,164	1.3506 51,386	1.4091 53,612	1.4675 55,834
6	1.2922 49,164	1.3506 51,386	1.4091 53,612	1.4675 55,834	1.5259 58,056
7	1.3506 51,386	1.4091 53,612	1.4675 55,834	1.5259 58,056	1.5844 60,282
8	1.4091 53,612	1.4675 55,834	1.5259 58,056	1.5844 60,282	1.6428 62,504
9	1.4675 55,834	1.5259 58,056	1.5844 60,282	1.6428 62,504	1.7013 64,729
10	1.5259 58,056	1.5844 60,282	1.6428 62,504	1.7013 64,729	1.7597 66,951
11	1.5844 60,282	1.6428 62,504	1.7013 64,729	1.7597 66,951	1.8181 69,173
12	1.6428 62,504	1.7013 64,729	1.7597 66,951	1.8181 69,173	1.8766 71,399
13		1.7597 66,951	1.8181 69,173	1.8766 71,399	1.935 73,621
18		1.8181 69,173	1.8766 71,399	1.935 73,621	1.9935 75,847
23		1.8766 71,399	1.935 73,621	1.9935 75,847	2.052 78,072

MAHONING COUNTY CAREER & TECHNICAL CENTER
2016-2017 TEACHER SALARY SCHEDULE

Base Salary 38523

STEP	NON-DEGREE	BACHELORS CLASS I	150 HOURS CLASS II	8 YR. PROF VOC CERT CLASS III	MASTER CLASS IV
0	0.9416 36,273	1 38,523	1.0584 40,773	1.1169 43,026	1.1753 45,276
1	1 38,523	1.0584 38,523	1.1169 38,523	1.1753 38,523	1.2338 38,523
2	1.0584 40,773	1.1169 43,026	1.1753 45,276	1.2338 47,530	1.2922 49,779
3	1.1169 43,026	1.1753 45,276	1.2338 47,530	1.2922 49,779	1.3506 52,029
4	1.1753 45,276	1.2338 47,530	1.2922 49,779	1.3506 52,029	1.4091 54,283
5	1.2338 47,530	1.2922 49,779	1.3506 52,029	1.4091 54,283	1.4675 56,533
6	1.2922 49,779	1.3506 52,029	1.4091 54,283	1.4675 56,533	1.5259 58,782
7	1.3506 52,029	1.4091 54,283	1.4675 56,533	1.5259 58,782	1.5844 61,036
8	1.4091 54,283	1.4675 56,533	1.5259 58,782	1.5844 61,036	1.6428 63,286
9	1.4675 56,533	1.5259 58,782	1.5844 61,036	1.6428 63,286	1.7013 65,539
10	1.5259 58,782	1.5844 61,036	1.6428 63,286	1.7013 65,539	1.7597 67,789
11	1.5844 61,036	1.6428 63,286	1.7013 65,539	1.7597 67,789	1.8181 70,039
12	1.6428 63,286	1.7013 65,539	1.7597 67,789	1.8181 70,039	1.8766 72,292
13		1.7597 67,789	1.8181 70,039	1.8766 72,292	1.935 74,542
18		1.8181 70,039	1.8766 72,292	1.935 74,542	1.9935 76,796
23		1.8766 72,292	1.935 74,542	1.9935 76,796	2.052 79,049

6.03 Module Pay/Tuition Reimbursement

6.031 Purpose of Module Pay

The purpose of module pay is to improve the proficiency of the staff by encouraging additional course work.

6.032 Payment for Graduate Credits and Criteria for Payment

The Board shall allocate \$40,000 into a tuition reimbursement account on a yearly basis with no carryover.

All tuition invoices and transcripts must be submitted by May 30 to receive reimbursement by June 30. Payment will be made on a pro-rata basis to the employees. Reimbursement shall not exceed actual cost; the maximum amount per credit hour will not exceed the maximum corresponding credit hour offered at KSU. Courses shall be in the field of an accredited program in secondary education or career tech including those in school guidance, reading, school administration and content for dual enrollment.

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

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

Employees who have accumulated mods as of September 1, 2011 shall retain those mods for pay purposes.

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

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

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

England Assoc. of Colleges and Schools, The Northwest Assoc. of Colleges and Schools, The Southern Assoc. of Colleges and Schools, The Middle States Assoc. of Colleges and Schools and Western Assoc. of Colleges and Schools.

- D. Courses must be successfully completed with a grade of C or better or Pass if on Pass/Fail scale or Satisfactory if a Satisfactory/Unsatisfactory scale.
- E. Courses must have official transcript of said course(s) on file with the Superintendent's secretary not later than May 30th following completion of academic credit.
- F. Approval and/or credit will not be provided for coursework for which the District pays or reimburses the employee any costs related to coursework, such as registration and travel fees or for credits earned/coursework completed for attending a professional development event for which the employee received compensation. Tuition reimbursement can only be earned or credited if the employee pays all of the costs related to the coursework.

6.04 Pay Schedule

6.041 Pay Day

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

6.042 Pay Options

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

6.043 Pay Day During a School Closing

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

6.044 Termination Pay

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

6.045 Student Coordinator/Module Pay

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

6.046 Direct Deposit

The Board will provide direct deposit for all employees.

6.05 Youth Club Coordinators

6.051 Supplemental Position

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

6.052 Posting of Supplemental Position

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

6.053 Voluntary Acceptance of Supplemental Position

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

6.054 Reimbursement/Advancement for Approved Expenses

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

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

6.055 Supplemental Compensation

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

Business Professionals of America	Five (5) days
Student Council	Four (4) days
FCCLA	Four (4) days
FFA	Four (4) days
Skills USA	Seven (7) days
Key Club	Five (5) days
HOSA	Five (5) days
CEC	Two (2) days
Book Club	Two (2) days
NTHS	Four (4) days

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

6.06 Youth Club Activities

6.061 Submission of Request for Activity-Related Leave

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

6.062 Reimbursed Costs

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

6.063 Extra Duty Compensation

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

Club Activity Form – Appendix G). It shall also include approved educational field trips (Field Trip Request Form – Appendix Q).

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

6.07 Travel Reimbursement

6.071 Travel Reimbursement Rate

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

6.072 Submission of Request for Travel Reimbursement

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

6.073 Timeline for Submission of Requests

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

6.08 Extended Time

6.081 Extended Time Pay Rate

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

6.082 Issuance of Supplemental Contracts

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

6.083 State-Mandated Extended Time

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

6.084 Board-Requested Extended Time

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

6.085 Non-Mandatory Extended Time

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

6.086 Extended Time for Additional Assignments

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

6.09 Severance Pay

6.091 Definition

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

6.092 Eligibility

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

6.093 Benefit Calculation

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

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

6.094 Elimination of Sick Leave Credit

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

6.095 Death Prior to Retirement

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

6.096 National Board Certification

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

6.10 Payroll Deductions

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

- Educator's Mutual (Health Insurance)
- Credit Union (ASECU and SSCU)
- Annuities
- Cancer Insurance
- United Way
- Association Dues
- U.S. Savings Bonds
- AFLAC
- 403(b) Accounts
- ING 457
- Ohio Deferred Compensation
- Fund for Children and Public Education (FCPE)

6.11 Employee Insurance

6.111 General Coverage

A. Board-Provided Insurance

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

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

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

B. Spousal Eligibility

1. An employee's spouse who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:
 - (a) works a minimum of twenty (20) hours per week; and
 - (b) has access to continuous group health insurance coverage pursuant to employment outside the district.
2. An employee's spouse not covered in Section 1 above who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance for single coverage minimally if the employee's spouse:
 - (a) works a minimum of twenty (20) hours per week; and
 - (b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.

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

B. Change in Carriers

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

C. Change in Coverage Status

Effective the first day of the month following employee notification, an employee may change the coverage status (single or family) with the carrier when a change in the employee's coverage status is prompted by a loss of spouse's coverage, divorce, marriage, childbirth, adoption, pre-adoption, assumption of a dependent, death of a spouse or any other situation approved by the insurance carrier.

D. Continuation of Benefits

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

2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

6.112 Specific Coverages

A. Employee Assistance Program (EAP)

It is recognized that a variety of personal, physical, and/or psychological problems may interfere with the ability of employees to perform satisfactorily while on the job. Many problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in getting the help they need.

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

B. Dental

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

C. Prescription Drug

1. Prescription Drug coverage will be provided in accordance with the MCSEIC Health Plan.

D. Vision Care

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

a. Dual Choice Plan

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

E. Term Life and Accidental Death and Dismemberment Coverage

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

6.113 Insurance Contracts

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

6.114 Description of Fringe Benefits

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

6.115 Insurance Opt-Out

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

6.116 Notwithstanding any of the above provisions, the plan design of all insurance plans shall be moved to the Core Plan of MCSEIC effective July 1, 2014 except vision, which will remain with VSP as delineated in Appendix .

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

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

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

upon both the cash salary component and pick-up component of the employee's restated salary.

6.13 Tuition Reimbursement for Required Courses

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

6.14 Alternative Medical Provider

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

ARTICLE VII – EFFECTS OF THE AGREEMENT

7.01 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the formal filing of a grievance.

7.02 Individual Contracts

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

7.03 Amendment

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

7.04 Severability

7.041 Statutory Compliance

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

7.042 Validity of Agreement

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

7.043 Determination of Illegality

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

7.044 Impasse Resolution

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

7.05 Personnel Forms

All personnel forms shall be accessed electronically as determined by Administration effective July 1, 2014.

7.051 Personnel Forms in Compliance with Agreement

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

7.052 Revision of Personnel Forms

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

7.06 Duplication and Distribution

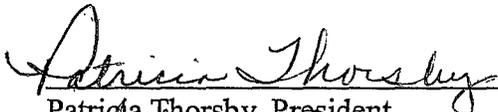
Within 30 days of agreement, a signed ratified copy will be delivered to the Administration. Within 30 days the Administration shall print copies of the negotiated Agreement and distribute a copy to all certified personnel in the Employee Unit. Certified personnel hired thereafter shall also be furnished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

7.07 Duration

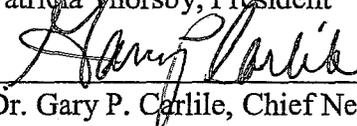
The terms of this Agreement shall be in effect from September 1, 2014 until Midnight, August 31, 2017.

The parties to this Agreement, signed this date, December 15, 2014, as witnessed below.

FOR THE ASSOCIATION:



Patricia Thorsby, President



Dr. Gary P. Carlile, Chief Negotiator

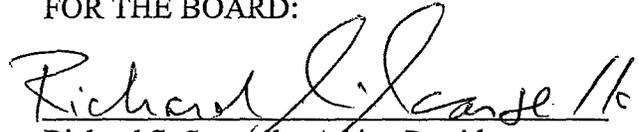


Thomas Slaven, Negotiator

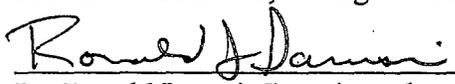


Joseph Sander, Negotiator

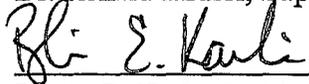
FOR THE BOARD:



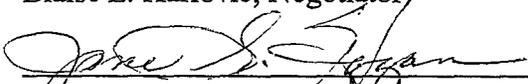
Richard S. Scarsella, Acting President



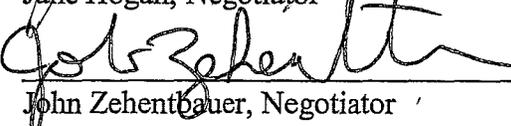
Dr. Ronald Iarussi, Superintendent



Blaise E. Karlovic, Negotiator



Jane Hogan, Negotiator



John Zehentbauer, Negotiator

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

- I. **Qualification Requirements.** To be eligible to retire under the RIP, the teacher must meet all of the following criteria:
- A. Be under contract and a member of the bargaining unit as defined under this Agreement at the time of application.
 - B. Not be included in one of the Program Exclusions categories described in Section II.
 - C. Meet one of the following eligibility rules:
 - 1. To be eligible to retire under the RIP as of July 1, 2007, the teacher must be eligible for age and service retirement under STRS (e.g., 30 years of service credit, or age 55 with at least 25 years of service credit) or another state retirement system, with an effective date of retirement as of July 1, 2007. Notification must be provided to the Board, in writing, by February 15, 2007.
 - 2. To be eligible to retire under the RIP as of July 1, 2008, the teacher must be eligible for age and service retirement under STRS (e.g., 30 years of service credit, or age 55 with at least 25 years of service credit, or age 60 with at least 5 years of service credit) or another state retirement system, with an effective date of retirement as of July 1, 2008. Notification must be provided to the Board, in writing, by January 1, 2008.
 - D. File an irrevocable letter of intent to retire with the Superintendent's office (i) if the teacher wishes to retire as of July 1, 2007, prior to February 15, 2007 or (ii) if the teacher wishes to retire as of July 1, 2008, prior to January 1, 2008.
 - E. A maximum of eight (8) teachers will be permitted to retire under this RIP on a first-come, first-serve basis.
 - F. Retire with an STRS or other retirement system effective date of retirement of July 1, 2007 or July 1, 2008, consistent with the basis of the teacher's letter of intent to retire that was filed with the Board.
- II. **Program Exclusions.** The following conditions will cause a teacher to be ineligible to participate in the RIP:
- A. The teacher is terminated, non-renewed, or resigns before the teacher's retirement date.
 - B. The teacher fails to meet the deadlines described above in subsection 6.122 for submission of an irrevocable letter of intent to retire or actual retirement date.
 - C. The teacher is currently retired and/or receiving retirement or disability benefits from STRS or another state retirement system.

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

MAHONING COUNTY CAREER & TECHNICAL CENTER
REQUEST FOR PERSONAL LEAVE

Name _____ Date _____

Date(s) Requested for Personal Leave _____

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

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

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

Employee Signature Date

_____ Immediate Supervisor's Initials

_____ Approved

_____ Disapproved

Superintendent Date

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

EMPLOYEE'S NAME _____ DATE _____

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

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

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

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

NAME _____

ADDRESS _____

DATE(S) OF CONSULTATION _____

EMPLOYEE'S SIGNATURE

ADMINISTRATIVE ACTION

_____ APPROVED

_____ DISAPPROVED

SUPERINTENDENT

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

NAME _____

POSITION _____

DATE REQUEST SUBMITTED _____

CONFERENCE _____

CITY _____ STATE _____

DATE OF CONFERENCE: FROM _____ THROUGH _____

REASON FOR REQUEST _____

PLEASE CHECK ONE

BUS _____

AIR _____

AUTO _____

COST

LODGING _____

BUS _____

MEALS _____

AIR _____

MILEAGE _____

AUTO _____

REGISTRATION _____

STATE REIMBURSED? ___ YES ___ NO

TOTAL COST _____

COMMENTS _____

SUBSTITUTE NEEDED:

___ YES ___ NO

EMPLOYEE

___ Recommended
___ Not Recommended

___ Approved or Recommended
___ Not Approved or Recommended

___ Approved
___ Not Approved

SUPERVISOR

DIRECTOR

SUPERINTENDENT

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

NAME _____

Date of Approved Activity or meeting FROM _____ TO _____

APPROVED ACTIVITY OR MEETING _____

EXPENSES

Bus, Rail or Air Fare \$ _____

Total Auto Mileage _____ \$ _____

Hotel Room (Invoice must be submitted) \$ _____

Meals (Receipts must be submitted) \$ _____

Itemized Miscellaneous Expenses \$ _____

(Invoices must be submitted) \$ _____

\$ _____

\$ _____

\$ _____

Total Reimbursable Expenses \$ _____

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

EMPLOYEE'S SIGNATURE

APPROVAL FOR PAYMENT SUPERINTENDENT

DATE SIGNED

DATE

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR APPROVAL OF COURSE WORK
FOR TUITION REIMBURSEMENT

Name _____ Date _____
Last First Middle

(Type or Print)

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

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

Total Hours _____

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

Course	Description

Signature

Hours approved _____
Hours not approved _____

Superintendent

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

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TUITION REIMBURSEMENT

Name _____ Date _____
Last First Middle

(Type or Print)

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

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

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

Total Hours _____
Signature _____

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

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

FOR OFFICE USE	
Number of hours approved	_____
Number of hours not approved	_____
_____ <i>Superintendent</i>	_____ <i>Date</i>

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TEACHER ATTENDANCE AT YOUTH CLUB ACTIVITY

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

Number Of Your Students To Be Supervised _____

PLEASE CHECK ONE

Bus _____ Air _____ Auto _____

COST

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

Instructor

_____ Recommended	_____ Recommended	_____ Approved
_____ Not Recommended	_____ Not Recommended	_____ Not Approved
_____ Supervisor	_____ Director	_____ Supervisor

MAHONING COUNTY CAREER & TECHNICAL CENTER

ASSAULT REPORT

NAME _____

DATE OF ASSAULT _____ APPROXIMATE TIME OF ASSAULT _____ A.M.
P.M.

LOCATION _____

NAME OF PERPETRATOR(S) _____

PLEASE CIRCLE THE RELEVANT DATA:

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

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

REPORTED BY: _____

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

(IF CHECKED, PLEASE DESCRIBE THE ACTION TAKEN)

BRIEFLY DESCRIBE INCIDENT _____

INCIDENT COULD HAVE BEEN PREVENTED OR ALLEVIATED BY _____

MAHONING COUNTY CAREER & TECHNICAL CENTER

NOTICE OF VACANCY

POSITION _____

DEPARTMENT _____

GRADE LEVEL _____

SUBJECT _____

QUALIFICATIONS:

COMPENSATION (IF AN ADMINISTRATIVE POSITION) _____

DATE POSTED _____

DEADLINE FOR APPLICATION _____

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR TRANSFER

NAME _____ SENIORITY _____

ADDRESS _____

AREAS OF CERTIFICATION _____

PRESENT POSITION _____

REQUESTED POSITION _____

APPLICABLE EXPERIENCE _____

REASON FOR REQUEST _____

SIGNATURE

DATE

**MAHONING COUNTY CAREER & TECHNICAL CENTER
Observation Report No.**

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

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

MAHONING COUNTY CAREER & TECHNICAL CENTER

GRIEVANCE FORM

NAME OF GRIEVANT _____

ASSIGNMENT _____

DATE CAUSE OF GRIEVANCE OCCURRED _____

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

B. Relief sought:

Signature of Grievant or
Association Representative

Date

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST FOR EXTRA DUTY COMPENSATION

Name _____

Date Request Submitted _____

Conference _____

City _____ State _____

Date of Conference: From _____ To _____

Number of Students to be Supervised _____

Number of Hours of Compensation Requested _____

Employee Signature

Hours Recommended

Request Not Recommended

Supervisor

Date

Hours Recommended

Request Not Recommended

Director

Date

Hours Approved

Request Disapproved

Superintendent

Date

MAHONING COUNTY CAREER & TECHNICAL CENTER

REQUEST TO CHANGE SALARY CLASSIFICATION FORM

I request to change from Class _____ to Class _____.

Eligibility for the requested change is as follows:

Forms attached:

_____ Official Transcript

_____ Certificate

Signature of Employee

Date

Form must be submitted on or before September 15th.

MAHONING COUNTY CAREER & TECHNICAL CENTER

SUPERVISION OF FIELD TRIP ESTIMATED EXPENSES

Name _____

Position _____

Date request submitted _____

Field Trip _____

City _____ State _____

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

Please Check One

Bus

Air

Auto

Estimated Expenses

Lodging _____

Bus _____

Meals _____

Air _____

Mileage _____

Auto _____

Registration _____

Total Cost _____

Employee Signature

SUBSTITUTE NEEDED

Yes

No

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

MAHONING COUNTY CAREER & TECHNICAL CENTER
COMMITTEE-DEVELOPED EVALUATION FORMS

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

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

Teacher _____

Observer _____

Date of Observation _____

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

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

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

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

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

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

Post-Observation Review:

Signature of observer _____ Date _____

Signature of teacher _____ Date _____

MAHONING COUNTY CAREER & TECHNICAL CENTER		Employee: _____ Evaluator: _____ Date of observation: _____ Date of pre-conference: _____	
Key; D...Distinguished P...Proficient B...Basic U...Unsatisfactory			
PLANNING			COMMENTS
1.	Shows evidence of clear learning goals		
2.	Shows evidence that lessons comply with state outcomes, courses of study and vocational competence		
3.	Demonstrates evidence of becoming familiar with the student background knowledge and experience		
4.	Shows evidence of integration between academic and vocational studies		
5.	Demonstrates appropriate selection of instructional techniques and preparation for class instruction		
6.	Demonstrate selection of appropriate student evaluation strategies		
CLASSROOM ENVIRONMENT			COMMENTS
7.	Establishes a physical environment that is safe and facilitates		
8.	Disciplinary expectations are established, communicated to students, and fairly enforced		
9.	Shows evidence of mutual respect		
10.	Demonstrates high expectations for all students		
11.	Demonstrates rapport with students based on individual differences		
INSTRUCTION			COMMENTS
12.	Instructional procedures and goals are clearly articulated to students		
13.	Instruction activities are appropriate to learning goals		
14.	Classroom demonstrates an understanding of the content being taught		
15.	Shows evidence of encouraging students to engage in higher level thinking		
16.	Monitors student understanding, provides feedback, and adjusts instruction to enhance student learning		
17.	Uses instructional time effectively		
PROFESSIONALISM			COMMENTS
18.	Shows evidence of professional reflection or instruction to adjust future planning		
19.	Demonstrates effective communication with parents/guardian		
20.	Maintain accurate records		
21.	Maintains professional behaviors which support the goals and operations of the Mahoning County Career & Technical Center		
22.	Punctuality		
23.	Shows evidence of an active advisory committee		
24.	Shows evidence of an active career-technical student organization (CTSO)		
According to Section 5.0627 of the MCCTCEA Agreement, it is understood that evaluation includes observation made other than during formal evaluation time.			
Employee Signature: _____		Employee Comments attached: Yes No	
Evaluator's Signature _____		Date of Post-Conference _____	

**BOARD OF EDUCATION
MAHONING COUNTY CAREER AND TECHNICAL CENTER
STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Mahoning County Career and Technical Center Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Evaluation Review Committee (ERC)

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the Evaluation Review Committee (ERC) set forth in the collective bargaining agreement with the Mahoning County Career and Technical Center Education Association for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

“OTES” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“Teacher” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction, and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226;
 1. SGI's, Math Coaches and Title I Reading teachers providing direct instruction will be included.

or

- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the MCCTC.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- d. An evaluator must be a full-time, credentialed supervisor employed by the Mahoning County Career and Technical Center.

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

In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report **final summative** evaluation data to ODE.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure.

The evaluation cycle for teachers using student learning objectives is completed when student growth measures resulting SLO's that were administered in the current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"Poorly Performing Teacher" - A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

"Student Growth Measure (SGM):" – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

"Shared Attribution Measures" –The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Remediation Plan" – refers to a written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form (See Appendix) will be utilized for this purpose.

"Teacher Performance" – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

During the teacher evaluation cycle evaluators will utilize the ODE’s standardized software relative to reporting teacher evaluations to eTPES. However, no information will be reported to eTPES during the evaluation cycle prior to submission of the summative teacher evaluation. At the conclusion of the evaluation only the Final Summative Rating of Teacher Effectiveness will be reported to eTPES (OTES Form - Option 3). The Mahoning County Career and Technical Center will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs

from which and the years in which the teachers graduated. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- 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.

Teachers subject to evaluation under this policy will be evaluated annually using:

1. The Formal Observation Procedure described herein; and
2. A series of Informal Observation/Classroom Walkthroughs.

Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

Schedule of Evaluation

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs. Evaluations for those that qualify under this provision will be completed by June 1st and each teacher will be

provided a written report of the results of his/her evaluation by June 10th. Written notice of nonrenewal will be provided by June 1st. Evaluations for all other limited contracts will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in the Appendix.

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument. (See Appendix).

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be completed by November 20th. The second formal observation shall be completed by May 1st.

There shall be at least three (3) weeks between formal non-continuous observations, unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days and/or after an absence due to an extended illness of more than five (5) work days; the day before or after the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence.

Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix).

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. (Observation Form – See Appendix). At the post-observation conference teachers may be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards, if appropriate. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement after this post-observation conference. Teachers written rebuttals will be attached to the observation form.

The evaluator shall provide the teacher, upon the teacher's request, with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

A teacher may request a formal observation at any time in addition to those required by this procedure.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. or any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes but not more than 10 consecutive minutes in duration. Walkthroughs shall not be considered formal observations regardless of length of time.

The teacher shall be provided access to the walkthrough template including all scripted and anecdotal documents relative to the walkthrough no later than three (3) work days following the walkthrough.

At the request of the teacher, a formal debriefing shall occur no later than three (3) work days after the walkthrough to discuss observations relative to the identified focus.

No more than 4 walkthroughs shall be conducted in each evaluation cycle.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

Classroom teachers will be required to develop Student Learning Objectives (SLOs) for the purpose of measuring student growth. There will be at least two SLO's per teacher per school year. The SLO's will be developed and shared with the evaluating administrator on or before October 1st. The duration for measuring progress under an SLO will be at least one (1) grading period. A pre and post assessment will be submitted to the evaluating administrator.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively¹;
- A2: Teachers instructing in value-added courses, but not exclusively²;
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one "shared attribution" measure can be utilized per instructor.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the ERC.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Student Growth Measures (SGM)

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

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the ERC no later than September 30th.

1. The ERC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the ERC or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by [e.g., October 15] with a timeline (e.g., 10 days) for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the ERC review the results for the sole purpose of verifying accuracy.

The District may use shared attribution SGM scores as determined in consultation with the ERC.

Teachers shall submit all SGM results to his/her evaluator by April 15th.

Evaluators shall conduct a final meeting with individual teachers to discuss SGM scores by May 1st.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e., the 2016-2017 school year.

Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

Teacher Performance

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

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.

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings. All other information and documents obtained through the evaluation process prior to submission of each teacher's final performance rating will be stored and maintained by the district and shall not be reported to eTPES.

A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.

The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by June 15th.

Professional Growth Plans and Professional Improvement Plans

There will be three categories of Growth or Improvement plans:

- 1) Teachers rated accomplished or who have above expected student growth will develop their growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year. The professional growth plan shall include the following components:
 - Identification of area(s) for future professional growth;
 - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
 - Outcomes that will enable the teacher to increase student learning and achievement.
- 2) Teachers who meet Expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, including a review of Board-approved and funded options, if applicable; and
- Outcomes that will enable the teacher to increase student learning and achievement.

- A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.
- 3) Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed with their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the District's Board-approved list. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:
- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
 - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
 - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
 - A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).
 - A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

**Retention and Promotion Decisions/Removal of Poorly Performing
Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the Mahoning County Career and Technical Center Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Mahoning County Career and Technical Center Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26,
3319.58, 3333.0411
A.C. 3301-35-03(A)

Mahoning County Career & Technical Center

Request for Change in Mentor/Mentee
In Resident Educator Program

I _____ request a change in mentor or mentee.

Mentor/Mentee Signature

Change Effective Date

REP Coordinator Signature

Date

Authorization to pro-rate mentor payment

Assistant Superintendent

Date

MCSEIC HEALTH INSURANCE PLANT

MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at MedMutual.com/SBC or by calling 800.431.2583.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$250/single, \$500/family Network \$500/single, \$1,000/family Non-Network Doesn't apply to coinsurance, copays and network preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes, \$400/single, \$800/family Network \$1,000/single, \$2,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not included</u> in the <u>out-of-pocket limit</u> ?	Copays, deductibles, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall <u>annual limit</u> on what the insurer pays?	No	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a <u>network</u> of <u>providers</u> ?	Yes, See MedMutual.com/SBC or call 800.431.2583 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Coverage Period: 07/01/2014 - 06/30/2015

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Single or Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Network **providers** by charging you lower **deductibles, copayments and coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay/visit	30% coinsurance	—none—
	Specialist visit	\$10 copay/visit	30% coinsurance	—none—
	Other practitioner office visit (Chiropractic)	10% coinsurance	30% coinsurance	(36 visits per benefit period)
	Other practitioner office visit (Acupuncture)		Not Covered	Excluded Service
	Preventive care/ screening/ immunization	No charge	30% coinsurance	—none—
If you have a test	Diagnostic test (x-ray)	10% coinsurance	30% coinsurance	—none—
	Diagnostic test (blood work)	10% coinsurance	30% coinsurance	—none—
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	—none—
If you need drugs to treat your illness or condition	Generic copay - retail /Rx	\$5	Does Not Apply	Covers up to a 30-day supply
	Generic copay - home delivery /Rx	\$10	Does Not Apply	Covers up to a 90-day supply
	Formulary copay - retail /Rx	\$15	Does Not Apply	Covers up to a 30-day supply
	Formulary copay - home delivery /Rx	\$30	Does Not Apply	Covers up to a 90-day supply
More information about prescription drug coverage is available at MedMutual.com/SBC	Non-Formulary copay - retail /Rx	\$25	Does Not Apply	Covers up to a 30-day supply
	Non-Formulary copay - home delivery /Rx	\$50	Does Not Apply	Covers up to a 90-day supply

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MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	none
	Physician/surgeon fees (Outpatient)	10% coinsurance	30% coinsurance	none
If you need immediate medical attention	Emergency room services	\$50 copay/visit, deductible, 10% coinsurance		none
	Emergency medical transportation	10% coinsurance		none
	Urgent care	\$10 copay/visit	30% coinsurance	none
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	none
	Physician/ surgeon fee (inpatient)	10% coinsurance	30% coinsurance	none
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Benefits paid based on corresponding medical benefits		none
	Mental/Behavioral health inpatient services	Benefits paid based on corresponding medical benefits		none
	Substance use disorder outpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder outpatient services (drug use)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder inpatient services (alcoholism)	Benefits paid based on corresponding medical benefits		none
	Substance use disorder inpatient services (drug use)	Benefits paid based on corresponding medical benefits		none
	If you are pregnant	Prenatal and postnatal care	10% coinsurance	30% coinsurance
Delivery and all inpatient services		10% coinsurance	30% coinsurance	none

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MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations and Exceptions
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	(90 visits per benefit period)
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	—none—
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	—none—
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	—none—
	Skilled nursing care	10% coinsurance	30% coinsurance	(120 days per benefit period)
	Durable medical equipment	10% coinsurance	30% coinsurance	—none—
	Hospice service	10% coinsurance	30% coinsurance	—none—
If your child needs dental or eye care	Eye exam (Child)	No charge	30% coinsurance	—none—
	Glasses		Not Covered	Excluded Service
	Dental check-up (Child)		Not Covered	Excluded Service

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MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic Surgery
- Dental check-up (Child)
- Dental Care (Adult)
- Glasses
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing
- Routine Eye Care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 800.431.2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 866.444.3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 877.267.2323 X61565 or www.ccoio.cms.gov.

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

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MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the plan at 800.431.2583.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does meet the minimum value standard for the benefits it provides.**

-----To see examples of how this plan might cover costs for sample medical situations, see the next page-----

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

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MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12

Coverage Examples

Coverage Period: 07/01/2014 - 06/30/2015

Coverage for: Single or Family | Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is
not a cost
estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$6,630
- Patient Pays \$910

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient Pays:

Deductibles	\$300
Copays	\$10
Coinsurance	\$400
Limits or exclusions	\$200
Total	\$910

These numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower. For more information about your HRA or FSA, please contact your employer group.

Managing Type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,960
- Patient Pays \$440

Sample care cost:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedure	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient Pays:

Deductibles	\$100
Copays	\$300
Coinsurance	\$0
Limits or exclusions	\$40
Total	\$440

Note: These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact: 800.431.2583.

Questions: Call 800.431.2583 or visit us at MedMutual.com/SBC.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800.431.2583 to request a copy.

MAHONING COUNTY SCHOOLS EMPLOYEE INSURA : Plan 12
Coverage Examples

Coverage Period: 07/01/2014 - 06/30/2015
Coverage for: Single or Family | Plan Type: PPO

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

× **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

× **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summaries of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box on each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

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MCSEIC DENTAL BENEFITS

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$75 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,000
Dependent Age Limit	The end of the month of the 26th birthday if he or she meets the requirements of an Eligible Dependent

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two examinations per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full mouth / Panoramic x-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Dental Sealants ²	One every 36 months
Crowns	Once every five years per tooth
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Refining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

² Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • initial and periodic oral evaluations • bitewing x-rays • prophylaxis • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants² • full mouth x-rays/panoramic x-rays • diagnostic x-rays 	0% of the Reasonable and Customary Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery 	20% of the Reasonable and Customary Amount
Complex Services <ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • fixed partial dentures (bridges) 	50% of the Reasonable and Customary Amount
Orthodontic Services	40% of the Reasonable and Customary Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$1,500 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

MCSEIC VSP VISION BENEFITS



Your Vision Benefit Summary

Keep your eyes healthy with MAHONING COUNTY CAREER & TECHNICAL CENTER and VSP® Vision Care.

Using your VSP benefits is easy.

- Find an eyecare provider who's right for you. With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider. To find a VSP doctor, visit vsp.com or call 800.877.195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card necessary.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP doctor.

Personalized Care

A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from great brands, like bebe®, ck Calvin Klein, Flexon®, Lacoste, Michael Kors, Nike, Nine West, and more. Visit vsp.com to find a doctor who carries these brands.

Plan Information

VSP Doctor Network VSP Signature

Benefit	Description	Copy
Your Coverage with a VSP Doctor		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 12 months 	\$0
Prescription Glasses		
Frame	<ul style="list-style-type: none"> • \$130 allowance for a wide selection of frames • \$150 allowance for featured frame brands • 20% savings on the amount over your allowance • Every 12 months 	\$0
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months 	\$0
Lens Enhancements	<ul style="list-style-type: none"> • Tints/Photochromic adaptive lenses • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 35-40% on other lens enhancements 	\$0 \$50 \$80 - \$90 \$120 - \$160
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$130 allowance for contacts; copy does not apply • Contact lens exam (fitting and evaluation) • Every 12 months 	Up to \$60
Glasses and Sunglasses		
<ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% from any VSP doctor within 12 months of your last WellVision Exam. 		
Extra Savings	<ul style="list-style-type: none"> • Retinal Screening • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam • Laser Vision Correction • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 	

Your Coverage with Other Providers	
Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.	
Exam	up to \$50
Frame	up to \$70
Single Vision Lenses	up to \$50
Lined Bifocal Lenses	up to \$75
Lined Trifocal Lenses	up to \$100
Progressive Lenses	up to \$75
Contacts	up to \$105
Tints	up to \$5

VSP guarantees coverage from VSP doctors only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.

Visit vsp.com or call 800.877.195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

WELLNESS INITIATIVE

Beginning with the 2014-15 school year, a voluntary wellness program will be implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, educate and promote voluntary behavior change to improve the health of individuals, encourage modification of his or her health status, and enhance his or her personal well-being and productivity, with a goal of prevention of injury and illness. The program includes the following provisions:

1. An annual wellness visit to his or her primary physician.
2. Electronic comprehensive health assessment as provided by MMO.
3. In addition to the wellness visit and comprehensive health assessment stated above, an employee must participate in one or more of the following for the duration of the regular school year in order to qualify for the wellness program incentive described below:
 - a. Participation in an exercise program of at least one time per week for a minimum of thirty minutes in a session. The employee log and certification signature form will be provided by the Board. The employee shall provide such log and certification to the Board on an annual basis no later than May 31st.
 - b. Participation in a smoking cessation and/or tobacco use reduction program. The certification signature form will be provided by the Board. The employee shall provide certification of participation to the Board upon completion but no later than May 31st.
 - c. Implementation of a risk reduction or prevention plan recommended by his or her primary care physician, including but not limited to weight loss or weight gain, smoking, alcohol, mental health condition, or healthy maintenance of blood pressure, cholesterol, glucose, diabetes, etc. Medical certification shall be provided to the Board by May 31st, with the physician's signature and must include certificate of participation.
4. Initial proof of participation forms in the voluntary wellness program, as provided by the Board, must be submitted to the Board by October 1st.
5. Employees who voluntarily participate in the wellness visit and comprehensive health assessment and one or more of the above options (3 a-c) will earn a stipend equal to 1% of the teacher's base salary, to be added to the second pay in June.

MCC&TC WELLNESS INITIATIVE EXERCISE LOG

(Please mark with an "X" the dates you participate in a 30 minute exercise session)

SEPTEMBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

I certify that I participated in an exercise program at least one time per week for a minimum of 30 minutes per session for the duration of the _____ school year.

Please return to Liz Gerig by May 31st

Signature (legible)

Date

Mahoning County Career & Technical Center
Wellness Initiative
Smoking Cessation and/or Tobacco Use Reduction Program

SuperWell QuitLine is a free program you can access over the phone that is designed to help you quit smoking. To enroll in QuitLine call the toll-free SuperWell QuitLine at 866-845-7702. For further information on the SuperWell QuitLine, visit www.Medmutual.com. After logging on, click the Healthy Living tab at the top; then scroll down to Quit Smoking.

I _____ have participated in a smoking cessation and/or tobacco use reduction program for _____ school year.

Signature (legible)

Date