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## **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**MAPLETON TEACHERS' ASSOCIATION**

**and the**

**MAPLETON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2015 through June 30, 2018**

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This Agreement is entered into by and between the Board of Education of the Mapleton Local School District (hereinafter, the "Board") and the Mapleton Teachers' Association (hereinafter, the "Association").

## ARTICLE I -- RECOGNITION

- A. The Board is the locally elected body charged with the final responsibility of establishing policies for the Mapleton Local School District. The establishment of said policies shall be in accordance with law and shall not conflict with the terms and conditions of this Agreement.
  
- B. Recognition
  - 1. The Board recognizes the Association as the exclusive bargaining representative for all members of the bargaining unit. The bargaining unit shall include all teachers (hereinafter, the bargaining unit members) who are employed by the Board, including those teachers who are part-time, on an approved leave of absence, or in a lay off status, as a result of a reduction in force, except for the following:
    - a. Management level employees
    - b. Supervisors
    - c. Seasonal and casual employees
    - d. Tutors
    - e. Substitutes who work less than sixty (60) days in the same position.
  - 2. Definitions with regard to Recognition and the bargaining unit shall be in accordance with ORC 4117.
  - 3. Recognition shall continue until such time that the Association is replaced by another employee organization in accordance with the provisions of O.R.C. 4117. For the duration of this recognition the Board agrees not to recognize, extend organizational rights, nor bargain with any other organization of teachers.

## ARTICLE II -- NEGOTIATIONS PROCEDURE

- A. Principles
  - 1. This negotiation procedure is a commitment between the Board and the Association to reach mutual agreement regarding the items to be included in the Master Agreement.
  - 2. All negotiations shall be conducted in "good faith" and with the recognition that negotiations is a shared process including the following:

- a. Each team shall come to the table with the intention of reaching mutual agreement, not of dogmatically pursuing preconceived positions. This involves reacting to the other team's proposals and counterproposals with good and sufficient reasons based on the best information available.

B. Scope of Negotiations

The Board and the Association agree that the scope of negotiations shall include all matters with respect to:

1. Wages.
2. Hours.
3. Terms and conditions of employment.
4. The continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

C. Negotiation Teams

1. The Board or its representative(s) will meet with the representatives designated by the Association for the purpose of discussion and reaching satisfactory agreements. All negotiations shall be conducted between said representative teams exclusively. Representatives named shall be solely at the discretion of the respective party.
2. Not more than three (3) members from each negotiation team shall participate in any one (1) negotiation session; however, each team shall be permitted to have two (2) observers at each negotiation session. These observers shall be without the right to speak or to participate verbally in the proceedings.
3. The negotiation teams may call upon professional and lay consultants (other than the designated team members) to assist in all negotiations. One (1) such consultant shall be entitled to attend bargaining session(s) and shall be allowed to speak with regard to their area(s) of expertise. The expense of such consultants shall be borne by the party requesting them.

D. Negotiations Procedure

1. Either the Board or the Association may cause negotiations for a new agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association.

2. The collective bargaining process for a successor agreement shall commence no more than one hundred twenty (120) nor less than ninety (90) calendar days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within ten (10) days of the date that the initiating notice was served.
3. At the initial meeting the parties shall submit, in writing, their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Proposals shall specify in form and detail that to which agreement is sought in terms acceptable to the proponent without clarification and supplementation, which if agreed to by the other party shall express the full agreement between the parties with respect thereto.
4. All meetings shall be conducted in executive session on other than school time and shall not normally exceed three (3) hours unless an extension of such time is agreed to between the parties.
5. At the conclusion of each negotiation session, a time and place for the next session shall be mutually set.
6. Following the initial meeting, such additional meetings shall be held as the teams may require to reach an agreement or to declare impasse.
7. Prior to and during negotiations, the Board agrees to provide to the Association, upon written request, and within a reasonable period of time, essential information concerning the financial resources of the school district and such other information as may assist the Association to develop intelligent and accurate proposals.
8. During a negotiations session, either team may call for a caucus as needed. Such caucus shall not exceed thirty (30) minutes each.
9. Either team may adjourn any meeting when it appears that meaningful progress cannot be made.
10. While negotiations are in progress, there shall be no media news releases, but either team may make progress reports to its organization or board.
11. During a negotiations session, items submitted may be tabled or temporarily set aside, if both parties agree. These tabled items shall receive first consideration at the next scheduled negotiations session.

E. Agreement

1. As tentative agreement is reached on each section, it shall be reduced to writing and initialed by the official spokesperson of each team.
2. When tentative agreement has been reached on all items to be negotiated, the proposed agreement shall be submitted to the Association for ratification first and then to the Board for final approval. The Board shall make said adoption or rejection at the earliest possible time, but in no case more than ten (10) days, after notification by the Association that the tentative agreement has been ratified unless mitigating circumstances exist which are beyond the control of the Board.
3. When approved by both parties, the new agreement shall constitute the Collective Bargaining Agreement and shall be binding on both parties.

F. Impasse – Mediation

1. If in the course of negotiations of at least forty-five (45) calendar days, either or both of the parties determine that an impasse exists (persistent disagreement) on items not tentatively agreed upon a mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS).
2. A declaration of impasse shall be in writing and shall be delivered to the Superintendent of Schools if the impasse is initiated by the Association. The written declaration of impasse shall be delivered to the President of the Association if initiated by the Board. Within five (5) school days, or seven (7) calendar days if during the summer recess, of the declaration of impasse, a joint request will be made to the Federal Mediation and Conciliation Service (FMCS).
3. In the event the parties are unable to reach agreement ten (10) days prior to the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

**ARTICLE III -- GRIEVANCE PROCEDURE**

A. Definitions

1. A “grievance” is a claim by the Association or a member of the Bargaining unit that a dispute or disagreement exists involving the interpretation or application of the terms of the Collective Bargaining Agreement. Any grievance advanced to the Formal Procedures shall state specifically the article(s) that has allegedly been violated.

2. An "Association Representative" is a member of the Association or a person designated by the Executive Committee of the Association.
3. A "day" shall be interpreted to mean a "school day" throughout this entire Collective Bargaining Agreement unless specifically otherwise defined.
4. A "teacher" shall be defined as any member of the bargaining unit.
5. "Grievant" shall mean the association or a bargaining unit member.

B. Informal Grievance Procedure

1. The grievance procedure must be initiated within twenty (20) calendar days, excluding scheduled vacation days and calamity days, from the time the grievant knew or should have known of the alleged grievance.
2. A teacher with a grievance shall initiate this grievance procedure in one of the following ways:
  - a. The teacher may present the grievance to his/her immediate supervisor and discuss the matter in his/her own behalf; or
  - b. He/she may request that a representative of the Association accompany him/her in presenting the grievance, and the representative may speak on behalf of the grievant, if desired by the grievant. The immediate supervisor shall not initiate a consultation related to the grievance with the grievant prior to the scheduled meeting.
3. If, during the course of the informal meeting the grievant so desires, he/she may request in writing that the administrator submit his/her decision to the grievant in writing. This written decision shall be rendered within five (5) calendar days following the informal meeting.

C. Formal Grievance Procedure -- Level One

1. In the event that a grievance is not satisfactorily resolved at the Informal Grievance Procedure (B):
  - a. The Association Grievance Committee will determine whether it believes the grievance merits further consideration. If so, the Committee will notify the Superintendent or other designated representative in writing of its intention to pursue the grievance further; or,
  - b. In the event that the Association Grievance Committee does not wish to pursue the grievance further, the grievant may pursue the grievance by following the normal procedures.

2. Regardless of whether the Association or the grievant pursues the formal grievance, written intent must be received by the Superintendent or other designated representative within seven (7) calendar days after the date of the Informal meeting.
3. Once the formal grievance has been filed, a meeting will be held between the grievant and the Superintendent or other designated representatives within fourteen (14) calendar days of the date the Informal meeting was held.
  - a. The grievant shall be in attendance with appropriate documentation to support the grievance.
  - b. Witnesses may be called to testify.
  - c. The administrative decision shall be given in writing to the chairperson of the Association Grievance Committee and the member, if such member is the grievant within seven (7) calendar days after the completion of this meeting.

D. Formal Grievance Procedure -- Level Two

1. If the grievance is not resolved at Level One, it may be appealed to the Board by filing written notice with the Superintendent within ten (10) calendar days of the date the written decision at Level One. The written notice of intent to appeal shall state the basis for the appeal.
2. The Board shall meet within fourteen (14) calendar days following receipt of such notice to hear the appeal. Such meeting shall be in executive session.
3. The Board shall submit a written decision on the appeal to the Chairperson of the Association Grievance Committee and the grievant, within ten (10) calendar days after the Board meeting.

E. Formal Grievance Procedure -- Level Three

1. If the grievance is not resolved at Level Two, the Association only may request that the grievance be submitted to arbitration.
2. The request for arbitration shall be in writing to the Superintendent within fourteen (14) calendar days after the date of the written disposition at Level Two.
3. Within seven (7) calendar days after receipt of the request for arbitration by the Superintendent, the Superintendent or his/her designated representative and the Association or its designated representative shall petition the American Arbitration Association to provide a list of nine (9) arbitrators in accordance with its Voluntary Labor Arbitration Rules. Selection of the arbitrator shall, likewise, be in accordance with such rules.

4. Once the arbitrator has been selected, he/she shall conduct a hearing as soon as mutually agreeable on the grievance in accordance with the rules of the American Arbitration Association.
  - a. As soon as possible after the arbitration hearing, the arbitrator shall submit his/her written decision. It shall set forth his/her findings of fact, reasoning, and conclusion on the issue(s) submitted. The arbitrator's decision will be binding. The arbitrator does not have the authority to amend, add to, subtract from, nor modify the terms and conditions of the Agreement.
  - b. The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties.

F. Additional Provisions and Procedures

1. A grievance which affects a group of members or the Association may be submitted in writing by the Association. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the Association, it may be submitted at Level Two described herein.
2. All documents, forms, communications, and records dealing with any level of the procession of a grievance shall be filed separately from the personnel file(s) of the participant(s).
3. At any level of the grievance procedure, either party may call witnesses and present data to support their position concerning the grievance. However, the costs, if any, shall be borne by the party they represent.
4. The failure at any level or step of the procedure of the administrator or the Board to communicate a decision called for in writing on a grievance within the specified time limits shall cause the grievance to be automatically advanced to the next step of the procedure. The grievant will be informed in writing, within five (5) days, that the grievance has been advanced.
5. The time limits provided for in this grievance procedure shall be strictly observed, but may be extended by written agreement of both parties.
6. The failure at any level or step of this procedure of the Association or the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

7. Reasonable efforts shall be made to process grievances and to resolve them at times other than the regularly scheduled working day of the grievant. If a grievance hearing must be held during the regular scheduled workday, the grievant shall suffer no loss in pay.
8. The grievant may be represented at any or all levels of the grievance procedure by a representative of the Association.
9. No grievance may be submitted to arbitration without the consent of the Association.
10. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal, except that it shall be subject to the right of the Association to be present at all hearings, to offer testimony, and to receive a copy of the written dispositions at each level. The adjustment of a grievance(s) shall not be inconsistent with the terms and conditions of this contract.

#### ARTICLE IV -- ASSOCIATION RIGHTS

##### A. Information Concerning Board Meetings

1. At least twenty-four (24) hours prior to each regular Board meeting, the Board shall make available to the Association a copy of the following:
  - a. The Official Agenda.
  - b. The unapproved minutes of the prior Board meeting.
  - c. The monthly financial report, upon request with the Association paying the actual cost.

##### B. Board Meeting Participation

The Board shall allow the Association representative a reasonable period of time to speak during the time reserved for public participation at Board Meetings.

##### C. Directory Information

Upon request, the Board shall provide the names, addresses, and teaching assignments of the members, except that no such request shall be honored after receipt of a ten (10) day notice of intent to strike, or during the term of a strike, said exception stated above shall not in any way effect the Association's right to any and all public documents.

D. Mailing Privileges

The use of school mail boxes, a specified bulletin board in each building, and the use of each school intercom other than during the hours school is in session shall be provided by the Board for Association business.

E. Teacher Orientation Meetings

During orientation meetings, the Board shall allow the Association representative to address the staff for the exclusive purpose of soliciting membership and explaining services offered by the Association.

F. Use of School Buildings

The Association shall have the right to use school buildings for Association meetings after the teacher workday. The Association shall give the building principals reasonable notice of its desire to use a particular building for a meeting. A meeting room shall be provided for the Association unless the facility has been previously scheduled for another school function.

The Board may charge the Association for any custodial overtime or security service required if the Association meeting is to occur during a time when the building is normally closed. The amount of said fee shall be indicated at the time the facility is contracted for by the Association.

G. Transaction of Association Business

1. Duly authorized representatives of the Association, NCOEA, OEA, and/or NEA may transact Association business on school property at any time provided, however, that no such business shall be conducted at a time that will interfere with the student educational program.
2. Any bargaining unit member shall have the right to representation provided by a person or persons of his/her choice at any meeting with the administration or an administrative representative where the subject of the meeting can reasonably be assumed to be discipline of the bargaining unit member or continuation of the employment of the bargaining unit member. Upon the request of the member such meeting will be delayed until such representation can be present; however, such delay should normally not exceed fourteen (14) calendar days.

H. Use of School Equipment

Before or after the teacher workday, the Association may use school telephones, computers, copy machines, and audio-visual equipment provided that they are not being used or are not required for any school business or activity. The Association shall be responsible for actual Board cost of material and services.

I. Association Leave

A maximum of two (2) Association officers and/or delegates who request leave to attend meetings of regional, state or National representative assemblies, other state association meetings or other association business shall be granted a maximum of four (4) total leave days per year. The Board shall not pay any expenses of Association members including the expense of substitutes necessary to fill the vacancies for those members taking leave.

J. Association Inservice

The Board shall provide the Association the equivalent of one-half (1/2) of a regular school day for an Association In-Service activity on a date and time and at a place approved by the Superintendent, one time during the school year. The Association shall provide the Superintendent with an advance written request for such a meeting to allow for the planning and to provide for any adjustments in the school schedule.

The In-Service shall be scheduled so that it will not interfere with the minimum student day as prescribed by the state minimum standards.

K. Right to Fair Share

1. Payroll Deduction of Fair Share

The Mapleton Board of Education shall deduct from the pay of teachers who elect not to become or remain members of the Mapleton Teachers' Association, a fair share fee for the Association's representation of such non-members.

Current teachers, who prior to July 1, 2001, were not members of the Mapleton Teachers' Association, shall not be required to pay a fair share fee for the duration of the current Collective Bargaining Agreement.

2. Notification

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues) shall be transmitted by the Association Treasurer to the Treasurer of the Board on or about September 15 of each year during the term of the contract for the purpose of determining amounts to be payroll deducted. The employer agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

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

(1) Sixty (60) days of employment in the bargaining unit or January 15;

(2) Upon termination of membership during the membership year.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member (amount of fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction). The deduction of said amount shall commence on the first date occurring on or after forty-five (45) days from the termination of membership.

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

4. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Employer shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the Employer.

c. The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

d. The Employer acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Employer if the Employer willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

5. Procedure for Rebate

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

Additionally, the Association represents that an internal procedure exists to allow fair share fee payers to prove religious objection to the fair share fee, and upon proof of objection, donate the fair share fee to a mutually agreeable and legally recognized charitable organization.

## **ARTICLE V -- TEACHERS' RIGHTS**

A. Teachers' Rights Under Law Not Abridged

Existing rights guaranteed by law to members of the bargaining unit (hereinafter, the member or the members) shall not be limited by this agreement. Where applicable this agreement may raise standards above specified state minimums. However, this paragraph shall not pertain to, abrogate not supercede the Teacher Evaluation Procedures contained in this Collective Bargaining Agreement.

B. Academic Freedom

Members shall have academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility and shall not prohibit consultation and direction by Board representatives.

C. Teacher Evaluation

1. Evaluation Procedure Defined

The evaluation procedure established in this Agreement conforms to the framework for the evaluation of teachers developed pursuant to Sections 3319.111 and 3319.112 of the Ohio Revised Code.

## 2. Purpose

The purposes of teacher evaluation are:

- a. To assess teacher effectiveness by using appropriate appraisal procedures.
- b. To serve as a tool to advance the professional development of teachers.
- c. To inform instruction.
- d. Identify and document observed teacher competencies.
- e. Facilitate teacher/evaluator communication.
- f. Identify areas for improvement and positive assistance.
- g. To assist teachers in remedying identified needs.
- h. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

## 3. Criteria for Performance Assessment

- a. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on teacher performance and student growth.
- b. Each teacher evaluation will result in an effectiveness rating of:
  - 1) Accomplished;
  - 2) Skilled;
  - 3) Developing; or
  - 4) Ineffective.

## 4. 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 a percentage in accordance with Ohio law of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators. Forms utilized for Teacher performance in the evaluation process will be consistent with current OTES documents.

- 1) Self-Assessment Summary Form (Appendix 2)
- 2) Professional Growth Plan Form (Appendix 3)
- 3) Teacher Performance Evaluation Rubric (Appendix 4)
- 4) Summative/Recommendation Form (Appendix 5)
- 5) Improvement Plan Form (Appendix 6)
- 6) Walk-Through Observation Form (Appendix 7)

5. Walkthroughs

- a. The walkthrough shall be at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes, and shall not constitute a formal observation.
- b. Data gathered from an evaluative walkthrough must be documented and entered into ETPES within three (3) school days.
- c. Only documented walk-throughs will be used for evaluation purposes. The check sheet portion of the walk-through form will be filled out during the observation.

6. Procedures for Evaluations

The first observation cycle will include at least one (1) formal classroom observation and must be completed on or before January 20. The second observation cycle, if applicable, will include at least one (1) formal classroom observation and must be completed on or before May 1.

7. Formal Observations

- a. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The conference shall be held no more than ten (10) workdays prior to the observation.
- b. Formal observations shall be for a duration of at least thirty (30) consecutive minutes.
- c. Within eight (8) workdays of each formal observation, the evaluator shall provide the bargaining unit member with a Teacher Performance Evaluation Rubric form (Appendix 4). Within ten (10) workdays of the observation, the evaluator shall meet with the teacher to discuss the observation.

- d. Traveling teachers will be observed and evaluated in their home buildings.
- e. The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member without the knowledge of and mutual agreement of the teacher and evaluator.
- f. Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) workdays, on staff development release time days, or on elementary party days.

8. Criteria for Student Growth Measures (SGM)

- a. Student growth measures shall account for a percentage in accordance with Ohio law of a teacher's evaluation.
- b. 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.
- c. The following categories shall be used to determine this aspect of a teacher's evaluation, depending upon the instructor involved:
  - A1: Teachers instructing in value-added subjects exclusively.
  - A2: Teachers instructing in value-added courses, but not exclusively.
  - B: Approved teacher level vendor assessment data is available.
  - C: No teacher level value-added or approved vendor assessment data is available.
  - D: Teachers who are classified as A2, B, and C shall write a minimum of one (1) SLO for the assessments being used for SGM calculations.

9. Finalization of Evaluation

- a. 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”:

		<b>TEACHER PERFORMANCE</b>			
		<b><u>Accomplished</u></b>	<b><u>Skilled</u></b>	<b><u>Developing</u></b>	<b><u>Ineffective</u></b>
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

- b. A copy of the summative evaluation report (Appendix 5) will be given to the teacher at least two (2) workdays prior to the evaluation conference. Observations of limited contract teachers must be completed by April 30. The evaluating administrator will schedule and meet with the teacher for the final evaluation conference within fifteen (15) workdays of the final observation but no later than May 10. This timeline will be extended if the bargaining unit member or evaluator is absent.
- c. 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.
- d. A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member’s personnel file.

10. Professional Growth Plan

- a. Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.
- b. Teachers rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building for the evaluation cycle as set forth in Article V, Section C.
- c. Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Article V, Section C.
- d. Professional growth plans for a school year shall be developed no later than November 1.
- e. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.
- f. The Board shall provide for the allocation of financial resources to support professional development.

11. Improvement Plans

- a. A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation.
- b. The professional improvement plan shall include:
  - 1) Specific performance expectations, deficiencies, goals, resources, and assistance to be provided.
  - 2) The District will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan.
- c. The evaluator involved shall assist the teacher in correcting identified deficiencies. The primary responsibility for improvement rests with the teacher.
- d. The District may provide the teacher with trained mentors/coaches as appropriate. The mentors/coaches may be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- e. Once a teacher receives a rating of Developing or higher, the teacher will no longer be under an improvement plan.

12. Due Process

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

13. SLO Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of approving all teacher SLOs.
- b. The Committee shall be comprised of four (4) teachers appointed by the Association President and four (4) Administrators appointed by the Superintendent.
- c. The Committee shall be chaired jointly by a Committee member from the Association and a Committee member from the Board.
- d. Members of the Committee will receive training in OTES and SLOs.
- e. The Committee will make recommendations to Principals regarding SLOs.
- f. At the initial Committee meeting, the Committee will develop the ground rules by which the Committee will operate.
- g. Members of the Committee will receive One Hundred Dollars (\$100.00) per month that a member attends a meeting outside of the regular contracted workday. The co-chairs will decide when Committee meetings occur.
- h. Minutes of meetings will be distributed to Committee members, the Association President, and District Superintendent within five (5) days following meetings of the Committee.

14. Evaluations of Non-Classroom Teachers

- a. The evaluation of non-classroom teachers (those who do not teach students at least fifty percent (50%) of their assigned time) shall be based upon two (2) formal observations and walkthroughs in compliance with this procedure.
- b. The observation and evaluation forms for non-classroom teachers are found in Appendix 8 (A-C).

15. Conferences

Unless otherwise mutually agreed to, all conferences between the Administration and a bargaining unit member shall be held during the workday.

16. Definition of “Credentialed Evaluator”

Each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under O.R.C. §3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for a teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- d. Is a member of the District administrative staff directly employed or subcontracted by the Board.

17. SGM Considerations

- a. A teacher that elects to accept a student teacher from a college or university may elect to defer consideration of student growth measures to a subsequent year or modify the SGM’s expectations.
- b. A teacher evidencing approved leaves of absence of thirty (30) consecutive days may elect to defer consideration of student growth measures to a subsequent year or modify the SGM’s expectations.

D. Personnel Files

1. Each member’s personnel file shall be maintained in the office of the Treasurer of the Mapleton Local School District. The Treasurer shall be solely responsible for the maintenance of these files. The personnel files system shall be maintained/administered in accordance with ORC 1347.
2. The contents of the personnel files shall consist of:
  - a. A completed application form.
  - b. A copy of his/her teaching certificate that is currently valid.
  - c. A copy of contracts issued by the Board.
  - d. Copies of salary notices.
  - e. A transcript of college credits as supplied by the member.
  - f. Records for payroll deductions.
  - g. Withholding statements.
  - h. Current evaluations and rebuttals.

- i. Letters of recommendation.
  - j. Reprimands and rebuttals.
  - k. Any other documents as required by law.
3. The personnel file shall not include:
  - a. Anonymous letters or materials.
  - b. Association correspondence to the administration or Board.
4. Each member shall have the right, upon written request, to review the contents of his own personnel file. A representative of the Association and/or legal counsel of the member may at the request of the member accompany said member in the review of the personnel file of that member only.
5. The Treasurer shall maintain strict control over the review and release of material from personnel files in accordance with the law.
6. The member(s) shall have the right to read and shall receive a copy of (at no charge) all information, except transcripts, that is/are to be placed in the file and shall indicate that the material has been viewed by placing his/her signature and the date on the material. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the file. Said response shall be attached to and shall become a part of the document that is to be placed in the file. The response shall be included should disbursement of the original document be made.

E. Reduction in Force (RIF)

1. When by reason of decreased enrollment of pupils, or financial reasons, or the return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district or by retirement of a member, a reduction of certificated staff may be made. Such reduction shall be made by suspending contracts giving preference to teachers whose evaluation ratings are higher, regardless of contract status. Seniority will only prevail among teachers whose evaluations are comparable.
2. The procedures for a reduction are as follows:
  - a. Implementation of a RIF program shall be effective as of August 1 of any year when a RIF is implemented.
  - b. On or before March 1, preceding the date of implementation, the Association president shall be notified of the Board's intent to consider a RIF program.

c. A meeting shall be held between the representatives of the Association and the Superintendent and his/her designee(s) review appropriate data and determine the need for a RIF program. Such reduction shall be reasonable in accordance with the provisions in paragraph E.1. above and such reduction shall be made in accordance with the procedures in this article.

d. Procedures for determining seniority list(s):

1) A seniority list(s) shall be prepared of all members according to continuous service in the district within each and every area(s) of certification. This list(s) shall be maintained and updated on an annual basis prior to January 15. All approved "leave of absence" will be applied as continuous service for seniority purposes. The list(s) shall include the following information:

a) Number of years of continuous service in the district.

b) Current teaching area(s).

c) Areas of certification (eligible for as of October 1).

d) When needed to determine seniority, date of initial employment and date of application for employment.

e) The evaluation rating of the teacher.

2) Ties in seniority shall be broken in the following manner:

a) The earliest date of initial employment

b) The earliest date of application

c) Flip of the coin

The seniority list shall be posted in each building for 30 days. Corrections may be made during this time period. However, after 30 days the list shall remain as is.

e. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of member(s) who will be returning from approved leave of absence will be separately indicated as a part of the aforementioned formalized list. The number of members who will be returning, within an area of certification, will be indicated. This statement shall be prepared prior to April 1 during the calendar year in which

implementation is to occur. The Association president shall receive two (2) copies of said list on or before April 1.

- f. The suspension of contracts that would result from the return of members whose Board approved leave of absence is expiring shall be initiated on a position-by-position basis. The contract suspension, if necessary, shall affect the position held by the least senior, as defined by this section, in the area of certification in which the returning member was teaching prior to the leave, unless the returning member can be assigned to an open position for which the member is certified. When the latter occurs, no contract suspension will occur. Said suspensions, with regard to such returning members, shall not result in a reduction in force. Contracts that are suspended as a result of members returning from Board approved leaves of absence shall be processed first and shall be in accordance with the procedures stated in part g (3) below.
- g. Contracts that are to be suspended as the result of members returning from Board approved leaves of absence or a reduction in force will be accomplished by applying the following steps on or after May 1 of the year of implementation.
  - 1) Any return from leave or reduction in force as indicated in parts e. and f. shall be covered to the extent possible through normal attrition (leave of absence, resignations, retirement, etc.).
  - 2) If suspension of contract(s) by the Board is/are necessary to accommodate the returning member(s) or position reduction, the positions to be abolished, as established in 2 (e), will be applied to the seniority list.
  - 3) The member(s) who presently hold those position(s), as determined in 2 (e), are the member(s) whose contract(s) is/are to be suspended, unless it is possible, for the involved member(s), to bump a member(s), with less seniority in another area for which the involved member(s) is or can become properly certificated by August 1 of the year of implementation.
- h. A member(s) whose contract(s) is suspended by the Board as a result of a RIF program shall be given written notification by registered mail. This notification shall occur prior to June 1 of the year that the RIF program is to be implemented and shall indicate the date that the Board acted to suspend the member's contract.
- i. Contract suspensions will be effective on August 1 of the year of implementation, but Board approval must occur on or before June 1.

3. Reemployment of members whose contracts were suspended by a reduction in force shall be in accordance with the following procedures:
  - a. Member(s) whose contracts is/are suspended shall be placed on a recall list stating years of total service to the district, subjects for which they are certificated to teach, and evaluation rating.
  - b. A member on the recall list shall be recalled in reverse order of layoff. Teachers whose evaluation rating is "Ineffective" shall not be recalled. Notification will be made by certified mail. It is the responsibility of the members involved to advise the Board of the address where they can be reached.
  - c. A member who is recalled under the provisions of this procedure must respond within fourteen (14) days of the receipt of said offer. If a member does not accept an offered position or fails to respond in the time stated, the member will forfeit his/her employment with the Board.
  - d. Each member shall remain on the recall list for three (3) years unless he/she waives this right.
  - e. No member(s) new to the district will be employed until all properly certificated members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure, except for "Ineffective" teachers.
  - f. Upon reemployment, all rights related to salary and fringe benefits shall be fully restored.
4. Members whose contracts have been suspended under a reduction in force will be given first consideration as casual day-to-day substitutes or long term substitute teachers as the need occurs if they are properly certificated.
5. During the three (3) year time period, members whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence. These members have the right to pay the total premium for group life insurance and other benefits for a period of two (2) years.
6. Administrative and supervisory positions are excluded from the provisions of this procedure.

7, Definition of “Comparable”

a. The definition of comparable evaluations shall be as follows:

- 1) The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.
- 2) Points for each evaluation rating shall be awarded based upon the following scale:
  - a) Accomplished = 4 points
  - b) Skilled = 3 points
  - c) Developing = 2 points
  - d) Ineffective = 0 points
- 3) The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 10-12 points

B = 6-9 points

C = 0-5 points

Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the categories to which the teacher would be assigned for comparable evaluations would be computed as follows:

$$\text{Accomplished (4)} + \text{Accomplished (4)} + \text{Skilled (3)} = \\ 4 + 4 + 3 = 11$$

Thus, this teacher would be assigned to category A for determining comparable evaluations.

- 4) Where only one (1) evaluation is available, the category would be determined by multiplying the teacher numerical rating by three (3).

Example: A teacher rated Skilled would be assigned to a category as follows:

$$\text{Skilled (3)} \times 3 = 9$$

Thus, this teacher would be assigned to category B for determining comparable evaluations.

- 5) Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A teacher with two (2) years of evaluations with both evaluation ratings as “Developing.” The comparable category for this teacher would be computed as follows:

$$\begin{aligned} \text{Developing (2)} &= \text{Developing (2)} = 4 \\ 4 \times 1.5 &= 6 \end{aligned}$$

Thus, this teacher would be assigned to comparable category B.

- 6) Due to the changes in state-mandated testing for the 2015-2016, 2016-2017, and 2017-2018 school years, all teachers shall be deemed to have comparable evaluations, unless a rating of “Ineffective” is earned.

## F. Discipline Procedure

### 1. Discipline Procedure

#### a. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the member’s personnel file.

#### b. Formal Discipline

No member(s) shall be disciplined, reduced in compensation, demoted or otherwise deprived of any professional advantage without “just cause.”

Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order.

- 1) First Step – A conference with the immediate supervisor.
- 2) Second Step – A conference with the Superintendent.
- 3) Third Step – Written reprimand(s). All reprimands are subject to rebuttal by the involved member.
- 4) Fourth Step – up to three (3) days suspension without pay.
- 5) Termination.

Excluding Informal/Verbal Reprimands, disciplinary action shall be subject to the grievance procedure.

2. Privacy of Proceedings

No member shall be reprimanded in the presence of other employees or students or in public. Any reprimand shall be conducted in private and all events related thereto shall remain confidential except as required by Ohio statute.

G. Termination and Non-Renewal of Contracts

1. Nonrenewal

a. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Two (2) Years or Less and Who Were Employed by the Board After July 1, 2008

(1) On or before June 1, limited contract teachers who have been employed for two (2) or fewer years, and who were employed by the Board after July 1, 2008, shall be notified by the Superintendent 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 to present their case.

(2) This nonrenewal procedure for teachers who have been employed for two (2) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111 (teachers shall not be required to take on supplementals as a condition of employment their second year), and such teachers shall have no right to challenge said nonrenewal pursuant to the negotiated grievance procedure, O.R.C. §3319.11 or §3319.111, or in any other legal forum.

b. Nonrenewal of Limited Teaching Contracts for Employees Who Have Been Employed for More Than Two (2) Years or Who Were Employed on or Before July 1, 2008

Such contract nonrenewal shall be in accordance with O.R.C. §3319.11.

2. Termination

Termination shall be in accordance with O.R.C. §3319.16 and related law.

H. Teacher Recommendations for Promotion and Retention

1. All members shall have the right to make recommendations regarding the promotion or retention of students in their classes. These recommendations are to be considered by the building principal and, if necessary, the Superintendent.
2. A copy of the proceeding involving the promotion or retention of a student including the member's recommendation will be included in the student's permanent record file. Both the member and the building principal shall sign all copies of these proceedings.

I. Member Emergency Security Program

1. The Member Emergency Security Program is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave as covered under Article VI, Section A of this contract.

To be eligible a member must have used all available sick leave, requested and then used the five (5) days advance provided for in the contract and the teacher must be recovering from a specific illness or injury of twenty (20) consecutive days or more. The amount of sick leave awarded under this program shall not exceed the number of days remaining in that current school year or the number of days available in the pool.

The Emergency sick leave program shall be administered by a committee composed of two (2) bargaining unit members and two (2) administrators.

The bargaining unit members shall be appointed by the Association president. The Committee shall approve use of the pool by certificated employees who have:

- (a) used all available sick leave, earned and borrowed;
- (b) presented a physician's certificate indicating his/her absence is due to a single illness or accident that will last, or exceed, twenty (20) consecutive days (a second opinion may be required);
- (c) contributed to the sick leave pool of this program. Eligibility is to be based on the contribution of at least one (1) sick leave day. In the case of new employees hired after September 1, such contribution must be made within fifteen (15) days of their hiring by the Board. Members who are not enrolled may do so between September 1 and October 1 of each school year. The member enrolls by notifying the Treasurer in writing.

2. It is hereby agreed that a member who wishes to use the sick leave pool do so with the understanding that the teacher intends, circumstances permitting, to return to work. Furthermore, the Sick Leave Pool may not be used in lieu of either STRS disability or disability insurance paid for by the employee or the Board.

The following criteria will be used to determine the number of days provided to the member from the pool:

- (a) Up to thirty (30) days may be provided to the member upon initial approval of the committee;
- (b) If the member exhausts the initial thirty (30) days, the member's situation will be reevaluated by the committee.
- (c) The committee may approve additional days in installments of no more than fifteen (15) days. The member's situation must be reevaluated prior to each additional installment of fifteen (15) days.

Once an employee applies for disability he/she may draw from the sick leave pool until the last pay period in the month before STRS (or personal) disability payments start or up to the end of the school year of application, whichever is first as long as the criteria are met. No payment can be received in the month STRS (or personal) disability starts.

3. The sick leave pool is formed from the contribution of one (1) day of accumulated sick leave from each member who wishes to participate in the program. Once a day has been contributed to the sick leave pool it cannot be withdrawn.

Members are not eligible to use the sick leave pool if:

- (a) they have not donated a day of accumulated sick leave;
- (b) they are voluntarily absent for any reason;
- (c) the specific injury or illness is not twenty (20) consecutive days or more;
- (d) they are eligible for any other paid leave or compensation that equals or exceeds their normal salary.

The number of days permitted to accumulate in the sick leave pool shall be one hundred eighty (180) days. Members new to the program must make an initial contribution to be eligible. When the sick leave pool has reached one hundred eighty (180) days, new members desiring to be eligible may contribute a sick leave day to be held in escrow. When days are drawn from the pool, sick leave days held in escrow will be placed in the pool at the start of the next school year. Should the pool become depleted, a new contribution of one (1) day from each

participant would be required. This new contribution would reestablish enrollment.

Any of the requirements of this program shall not have an impact on the administration of sick leave as contained in Article VI, Section A of the contract.

Certificated employees who are not members of the Association bargaining unit may participate in this program under the conditions specified above.

## ARTICLE VI - LEAVES

### A. Sick Leave

Each certificated employee of the Board shall be entitled for each completed month of service to sick leave of one and one-fourth (1 1/4) workdays of sick leave with pay.

1. The employee may accumulate sick leave up to two hundred eighty (280) days. Employees who have accumulated more than two hundred eighty (280) days shall be grandfathered at their current balance.
2. Certificated employees without accumulated sick leave shall be advanced five (5) days of the maximum accumulation possible for the remainder of the current contract year with the provision that such advance sick leave shall be recovered from final settlement with an employee who departs or terminates prior to completion of the current contract year.
3. An employee who is absent because of illness and whose position has not been terminated, as provided by law, is still in the service of this district and accumulates sick leave credit while absent on approved sick leave.
4. Members shall qualify for sick leave during any school year for one or all of the following reasons:
  - a. Personal illness.
  - b. Pregnancy.
  - c. Injury.
  - d. Exposure to contagious disease.

- e. Illness, injury or death in the member's immediate family. The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparents, grandchildren. The Superintendent may grant sick leave provided in this paragraph for individuals in addition to those already identified. Use of sick leave for an illness or injury in the immediate family shall be unlimited for an illness or injury to a spouse or insured child. All other use of sick leave for an illness or injury in the immediate family will be limited to sixty (60) workdays, except for an illness or injury to a parent where the employee is an only child, where the day limit shall be ninety (90) days.
5. The member who will be taking sick leave shall notify the building principal so that substitute service can be arranged. In all cases, a certificate of absence shall be signed by the member who has taken sick leave.
6. The accumulated sick leave balance of each member will be provided on the member's payroll notification. A member may request sick leave information from the Treasurer. Such requests will be answered promptly.

B. Personal Leave

Subject to the conditions herein, a member shall, upon request be granted three (3) school days of unrestricted personal leave per school year (noncumulative) with pay.

1. Personal leave must be approved in advance (with exception of item 4), and shall be used only for such purposes which cannot be accomplished during nonworking hours or for other personal emergency reasons.
2. Personal leave shall be interpreted to include, but shall not be limited to, funerals not covered under sick leave, mandatory court appearances, necessary legal or business matters, religious holidays, and urgent or unusual family obligations such as adoptions, weddings, and graduations over which the employee has no direct control.
3. Personal leave will not be granted during the first or last week of the regular school year, nor will they be granted on the day before or the day after a Board scheduled holiday, the Parent-Teacher Conference days, and inservice days.
4. When extenuating circumstances arise where a member would elect to be on personal leave on the days named in item three (3) above or would need more than two (2) days at a time, the member may request in executive session or by letter at a regular Board meeting, either immediately before or after the leave, that it be granted. Each request shall be considered on the individual merits of each case and shall in no instance be considered a precedent.

5. Upon return from personal leave, the involved member will sign a form (see Appendix 10) indicating the number of days that were used and that said leave was not in violation of this personal leave provision.
6. Personal leave days shall be taken consecutively (up to two (2) days), individually, or on a one-half (1/2) day at a time basis.
7. Personal leave days shall not be deducted from the member's sick leave.
8. An employee shall not be charged for a day of paid leave when the district schools are closed due to a calamity day.
9. If a member does not use his/her personal leave day(s) during a school calendar year, the member shall receive payment for each personal leave day not used. Said payment shall be at the rate for a regular substitute teacher working in the Mapleton School District. The teacher may convert the remaining days to sick leave by notifying the Treasurer's office by the last day of school. Payment may be made in July in order to avoid a cash flow problem.

C. Professional Leave

Staff members may be granted professional leave in order that new developments in education and proposed solutions to educational problems may be considered and brought back to Mapleton to aid in the improvement of the total educational program of the Mapleton Local School District.

1. Written requests to attend professional meetings or to visit other schools shall be submitted to the Superintendent through the building principal before the absence is to occur.
2. An attempt should be made to involve over a period of time as many members as possible. The Superintendent shall approve, regulate, and limit attendance at these meetings in a manner least disruptive to the existing programs. These meetings and visitations should be made so that a proper balance throughout the entire school program is attained. No more than three (3) members per each ten (10) members within any one (1) building may be on professional leave at the same time.
3. If approved, reimbursement for attendance at meetings and visitations must be paid in accordance with the approved leave request and Board policy. Mileage will be paid at the current IRS rate with a two hundred (200) mile maximum.
4. Persons receiving compensation for expenses shall file an itemized account of such expenses including receipts for paid bills.

5. Since Professional Leave is viewed as an investment in a teacher on behalf of the District, all Professional Leave requests shall be submitted in writing on the Request for Leave Form and shall include any and all possible expenses that may be incurred so that prior approval can be obtained for expense reimbursement purposes.

D. Judicial Leave

A member shall be granted leave for the number of days or partial days needed to accept jury duty or when subpoenaed to appear in any Ohio Court of law. The amount of compensation received for these services less mileage will be deducted from the member's regular salary. Members are to provide the Treasurer with a copy of a court-received check or a court verification form with the amount received or salary adjustment.

E. Leave of Absence

1. After the employee's sick leave is exhausted and upon written request, a member shall be granted a leave of absence without pay for illness, other disability, or parental/adoption reasons. Upon written request, a member may be granted unpaid leave, at the Board's discretion, for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon subsequent request, such leave may be renewed.
2. A written application must be made to the Superintendent at least thirty (30) calendar days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.
3. Members who take leave under this section shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.
4. At the expiration of the approved leave, the member shall resume the contract status which he/she held prior to such leave. The returning member shall be granted his/her position held prior to the leave or shall be appointed to an equivalent certificated position for which he/she is certified to teach.
5. The time spent on a leave of absence shall not constitute a break in seniority nor shall it count toward the accrual of seniority.

F. Military Leave

The Mapleton Local School District will abide by Sections 3319.14 and 5923.05 of the Ohio Revised Code concerning military leaves of absence, payments, and return from these leaves.

G. Assault Leave

Pursuant to, and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be provided to a unit member who is absent from his/her assigned duties because of physical injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code. Said unit member shall be granted assault leave and shall be maintained on full pay status during such absence.

A unit member shall be granted assault leave according to the following rules:

1. The incident, resulting in the disability of the unit member, must have occurred during the course of employment with the Board.
2. Upon notice to the principal or immediate supervisor that an assault upon a unit member has been committed, any unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the unit member's knowledge regarding said assault, sign said statement and present it to the building principal or immediate supervisor.
3. If the unit member is absent from his/her assigned duties due to the disability, a certificate from a licensed physician, stating the nature of the disability and its duration, will be required before assault leave payment is made.
4. A unit member shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted.
5. Said unit member shall not be permitted to accrue assault leave.
6. Payment shall be discontinued when the unit member elects to retire or is no longer under contract with the Board.
7. Falsification of either a signed statement or a physician's certificate is reason for termination of employment under Section 3319.16 of the Ohio Revised Code.
8. A unit member shall be entitled to a maximum of fifty (50) days of assault leave.

H. Family and Medical Leave

1. Notwithstanding other provisions of the Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to a member(s) covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents a member from enforcing their rights under the Act as provided by law.

2. Protection of Employment

- a. The Board shall return the member taking a leave under this section to the same position he/she occupied prior to the leave.
- b. The taking of a leave under this section shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

3. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the member while he/she is on leave under this section.

4. Year

A year shall be defined as the twelve month period of time from the last usage of this leave under FMLA by the employee.

**ARTICLE VII - TEACHING CONDITIONS**

A. Development of Special Education Programs

1. It is the shared responsibility of all classroom teachers to initiate Intervention Assistance referral procedures as soon as a student's need is suspected.
2. The Board will continue its efforts to provide and maintain special education programs for the special students consistent with State of Ohio standards and in accordance with the individual student's Individual Educational Plan statement.
3. Special Education teachers shall be provided a minimum of three (3) work days during the school year for the purpose of maintaining and updating said records (IEP, etc.). The Board will provide substitutes for all three (3) days.

B. Pupil Ratio and Class Size

1. The Board shall hold the administration responsible for the equitable distribution of work and duties among the members of the bargaining unit. Ohio Minimum Standards shall be adhered to as to pupil ratio and class size.
2. Students at all levels shall be assigned to available classrooms in an equitable manner within each building.
3. Each student must have a work station in the classroom or study hall.

C. Preparation Time

All members shall have a minimum of two hundred minutes per week for the purpose of preparation, conference, or planning during the regular student school day.

1. Elementary Teachers

The two hundred minutes of scheduled preparation, conference, or planning time shall be made up of time segments of not less than twenty-five (25) minutes each. Members shall have at least one (1) such time segment per day.

2. Secondary Teachers (6-12)

Secondary teachers shall have at least one (1) scheduled preparation, planning, conferencing period per day which shall be at least forty (40) minutes in duration, but not less than the full-length of such periods.

3. Both the middle school (6-12) and the high school (9-12) members may be required to teach up to six (6) classes or five (5) classes and have one (1) study hall period.

In addition to these assignments, members may be assigned such extra duties as hall supervision and cafeteria monitor.

Members may request an additional class in place of study hall. It is understood that members will not have student supervision responsibilities during the time periods that are specified as preparation, planning, conference time.

D. Teaching Hours and Contract Year

1. Teaching Hours

The member contract/workday shall not exceed seven and one-half (7 1/2) hours per day. Starting times may vary from building to building, but the student day will start no sooner than fifteen (15) minutes after the start of the member day. Starting and ending times may be adjusted with the agreement of the member and the principal; however, the member work day will not exceed seven and one-half (7 1/2) hours. Disagreements regarding desired adjustments may be appealed to the Superintendent.

2. Contract Year

The contract year shall not exceed one hundred eighty-four (184) days with students in attendance (in accordance with ORC 3313.48) for not more than one hundred eighty-two (182) days. Members who are required to work beyond the regular teacher contract year indicated above shall be paid at their regular per diem rate for each additional day except for individuals covered by

Article IX(C)(9) of this agreement. A committee of two (2) administrators and three (3) teachers—one (1) K-5 teacher, one (1) 6-8 teacher, one (1) 9-12 teacher—shall plan any activities scheduled for all non-student days.

3. When school is closed because of an act of God, teachers will be expected to work from 9 to 3 unless travel is a Level 3 emergency. After the fifth (5th) calamity day, teachers may, at the discretion of the Superintendent, be required to report to school for no more than three (3) calamity days.

E. Lunch Period

Every member shall have a thirty (30) minute duty-free lunch period.

F. Selection of Textbooks

Textbooks will be selected by a committee which includes district teaching staff and administrators. A list of purchased textbooks will be submitted annually to the Tri-County Educational Service Center for approval.

G. Staff Meetings

All members assigned to a school building will be required to attend regular staff meetings, one (1) per month and any emergency meeting called by the principal of that building. Part-time teachers shall attend teachers' meetings unless excused by the building principal. Part-time teachers shall attend all inservice meetings and shall be in attendance all day during conference days.

H. Teacher Facilities

Copy machines and a computer shall be made available in each school for the use of the members in carrying out their professional tasks. The Board will provide a private phone for the member(s) use. Each classroom shall have a bulletin board to complement the member's instruction. Classroom interruptions by the public address system shall be limited to emergencies during the day by administrative discretion. Regular announcements shall be made at the beginning and close of the school day.

I. Field Trips

Field trips of significant educational value shall be encouraged. Student safety and proper care of school vehicles shall be primary consideration.

1. Transportation for field trips of significant educational value, including those made as a part of the established activities program is free of cost to student only when district owned vehicles are used.

2. Field trips at the high school shall not normally be taken the last week of a grading period or the week prior to vacations. The members must be informed about a field trip one (1) week prior to the trip by taking the students on a field trip with such teacher including a list of student names who will be on such field trip.

J. School Calendar

A Calendar Committee comprised of representation from each building, three (3) teachers, one (1) administrator, and one (1) Board Member, shall submit three (3) proposed calendars to the membership for the succeeding year after submitting said calendars for consultation to the Superintendent. The membership shall vote on the proposed calendars and submit their recommendation to the Superintendent by December 1 of the school year for the Board's approval.

K. Parental Complaints

No disciplinary action shall be taken against a member upon a complaint by a parent of a student directed toward a member prior to discussion and investigation by the principal and/or the Superintendent with the member. The exact nature of the complaint and the identity of the complaining party shall also be provided to the member at the time of the conference. If a written report concerning the incident is to be placed in the member's personnel file, the member will receive a duplicate copy of such report and the member shall have the right to make a written response to the complaint and the findings from any and all conferences and hearings regarding the complaint. Any person involved in the conference and hearings resulting from a parental complaint shall have the right to representation of his/her own choosing.

L. Transportation of Students

A member shall not be required to use a personal vehicle to transport students. Transportation needed to transport students for approved school business shall be provided by the Board with prior Board/Administration approval.

M. Advisory Committee

An advisory committee of two (2) staff, two (2) administrators, and one (1) Board member will evaluate student handbooks before Board adoption each year. (The Association President will appoint the two staff members to this committee.) There is no reimbursement.

## ARTICLE VIII -- CONTRACTS, VACANCIES, AND TRANSFERS

### A. Contracts

#### 1. Notification of Employment

Contracts and notification of salary for the ensuing school year will be sent to members as soon as administratively practical after the May Board meeting each year. In all cases, such notification will be made in conformity with the requirements of Ohio law.

#### 2. Assignment

The Superintendent will assign and transfer members in accordance with Section 3319.01 O.R.C.

#### 3. Tenure

Continuing service status shall be granted in the Mapleton School District in accordance with the State Law.

#### 4. Resignations

Resignations shall be in accordance with Ohio Revised Code 3319.15.

#### 5. Multiple Year Contract

Contracts for teaching in the Mapleton Local School District shall be of two (2) types:

a. Continuing

b. Limited

c. Continuing contracts shall be awarded to those members who become eligible through certification/licensure and service requirements established by Ohio Statute upon the recommendation of the Superintendent and upon approval by the Board.

d. Limited contracts shall be approved by the Board on the recommendation of the Superintendent as follows:

1) A one (1) year contract will be granted for the first and second years of employment and when the performance of a member is less than satisfactory.

- 2) A two (2) year contract will be granted after two (2) years of satisfactory service in the school system, if the member is recommended for re-employment.
- 3) A three (3) year contract will be granted after four (4) years of satisfactory uninterrupted service in the school system, if the member is recommended for re-employment.
- 4) A five (5) year contract will be granted after seven (7) years of satisfactory uninterrupted service in the school system, if the member is recommended for re-employment.
- 5) Members currently employed in the school system will be granted the length of contract for which they qualify under this section, if recommended for re-employment, with the first contract renewal following adoption of this agreement.

B. Posting

1. Vacancies

All position openings for members, regardless of position or whether the opening implies a promotion or whether the position is a newly created position or an extra duty position, shall be posted. Position openings will be posted on the District's web page, sent in an e-mail notice to all staff members, and posted in the teacher workroom of each building. Said posting shall occur within fifteen (15) calendar days from the date the Superintendent becomes aware that an opening is going to occur or the creation of the position. Such notices will be dated at the time of posting.

When vacancies are determined within three (3) weeks of the start of school, posting for only seven (7) calendar days will be required.

Such notices shall clearly set forth the required certification for the position, a description of the duties to be performed, salary, and procedures for application.

If no applications are received within ten (10) school days (two [2] full weeks when school is not in session) of the date of posting the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among members and the position may be filled outside the system.

A member hired to fill a position must possess the posted certification/license requirements for the position. Any member having proper certification may apply for the posted position and shall be granted an interview.

2. Determination of Vacancy

The Superintendent shall determine when vacancies exist and shall have the sole right to decide whether to fill vacancies. Vacancies will be determined after voluntary and involuntary transfers have been made.

C. Transfers

It is recognized that from time to time it may be in the best interests of the educational program to transfer members from one (1) assignment to another or from one (1) building to another. It is further recognized that such transfer may be desired by either the Administration or a member.

1. Voluntary Transfers

Members may request a change of assignment in accordance with the following procedures:

- a. Change of assignment requests shall refer to, but shall not be limited to, the following:
  - 1) Change of building.
  - 2) Change of grade level.
  - 3) Change of subject or area of responsibility.
- b. Voluntary transfers requests for the following school year shall be initiated by a member and shall be according to the following guidelines:
  - 1) Completion of a voluntary transfer form in duplicate (Appendix 15).
  - 2) If an opening occurs in a position for which a member has requested a voluntary transfer and such member's transfer is not approved, the Superintendent must provide the member with written reason(s), prior to the Board meeting where the Board is scheduled to act on filling the position, as to why such transfer was not approved.

2. Involuntary Transfers

If the Superintendent directs an involuntary transfer in building, subject, or grade level, notification thereof normally shall be given to the involved member(s) by July 10 preceding the effective date of said involuntary transfer. When involuntary transfers are necessary due to a staffing need, a member's area(s) of certification/licensure, his/her teaching experience, length of service in the

Mapleton Local School District will be used as the criteria in determining if a teacher is to be transferred. Members being involuntarily transferred will be assigned only to a position for which they are certificated. In discussing an involuntary transfer, there will be a meeting within five (5) days of a written request of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may request representation of his/her choosing for the meeting. The involved member(s) shall be given reasons for the transfer in writing prior to the aforementioned meeting.

D. Non-Discrimination Provision

The employer shall not discriminate with regard to disability, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political opinions/affiliations. The employer shall not discriminate against employees because of membership in the Association or participation in Association activities.

**ARTICLE IX - SALARY AND FRINGE BENEFITS**

A. Payment According to Salary Schedules

All certificated personnel, with the exception of casual substitutes and tutors, shall be paid according to the negotiated salary schedules.

B. Regular Salary

1. The base salary (BA-0) for the 2015-16 school year shall be Thirty-One Thousand Six Hundred Fifty-Two Dollars (\$31,652).
2. The base salary (BA-0) for the 2016-17 school year shall be Thirty-One Thousand Nine Hundred Sixty-Nine Dollars (\$31,969), and Thirty-Two Thousand One Hundred Twenty-Nine Dollars (\$32,129) for the 2017-18 school year.
3. The aforementioned base amounts shall be applied to the index attached hereto as Appendix 12(A) which shall remain the same as in the Current Agreement.
4. See Appendixes 12(B), 12(C), and 12(D).

C. Miscellaneous Provisions Related to Salary

1. Teacher's Experience Credit

- a. When employing an experienced teacher, full credit on the salary schedule shall be given for public school teaching experience or Ohio chartered private school experience up to ten (10) years. Experience credit for military service shall be given in accordance with ORC 3317.13.

- b. Any member that is half-time will advance on the salary schedule one-half (1/2) of the amount that a full-time member would receive. Full-time employment shall include all members who are employed for one hundred twenty (120) or more days during any school year.

2. Credit for Additional Training

Graduate or undergraduate credit hours obtained by each member shall be reviewed upon receipt by the Board. For credit towards the salary schedule, transcripts of proof of credit must be received by October 1 to receive a salary adjustment for the entire school year. To receive a salary adjustment for the second half of the school year, transcripts or proof of credit must be received by February 1. The adjustments will not be implemented until the actual transcripts are received by the Board.

3. Payroll Deductions

a. Credit Union Deductions

The Board will authorize the Treasurer to deduct monies from member's paychecks to be deposited in the employees credit union upon written request of the employee.

b. Payroll Deductions for Association Dues

A member may have dues of the National Education Association, the Ohio Education Association, the North Central Ohio Education Association, and the Mapleton Teachers' Association deducted from his/her salary in accordance with the following provisions:

- 1) A member must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or by October 1.
- 2) The deductions shall be made in equal installments beginning with the second paycheck in October through the last paycheck (for that school year) in August of the following calendar year. The Treasurer shall transmit monthly to the Association Treasurer amounts so deducted.
- 3) A member who leaves the employ of the Board during the year and prior to deductions of annual dues shall have the total amount of dues yet collectible deducted from the final paycheck. The Association shall hold the Board harmless and defend it against any claims by members based on such deductions.

c. Tax Shelter Annuities

Individual tax sheltered annuity contracts may be purchased by members from insurance companies which are licensed to do such business in the State of Ohio in accordance with the following provisions:

- 1) A minimum of five (5) participants for each different annuity/insurance company must be initially enrolled and be maintained for a period of one (1) year.
- 2) All tax sheltered annuity programs will be governed by federal and state laws, regulations and rules concerning tax-sheltered annuities.
- 3) "Tax sheltered" means that no federal income tax is paid currently on that part of the salary utilized to purchase the annuity.
- 4) Members assume sole responsibility in the selection of the company from which they wish the annuities purchased.
- 5) Premiums and Premium Payment: Salary deductions shall be made in equal amounts from two (2) pay periods each month during the contract year with the amount to be determined by the member. However, the minimum deduction is ten dollars (\$10.00) per pay. The maximum deduction must be in accordance with IRS rulings and may not exceed this amount. It is the member's responsibility to pay all penalties for exceeding the legal IRS rulings.

4. Payment of Salary

- a. Salary payments shall be in twenty-four (24) equal installments and shall be paid on the fifth (5th) and twentieth (20th) of each month, except that if a scheduled payday is on a legal or school holiday, said payday shall be moved up to the last weekday prior to such holiday. Direct deposit of pay shall be mandatory for all members of the bargaining unit.
- b. When deductions are made for unauthorized absences, such deductions shall be on the basis of 1/184<sup>th</sup> of the annual salary for each day deducted.
- c. Should it become necessary for a member to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so the member will receive 1/184<sup>th</sup> of his/her current annual salary times the number of days of actual service minus the previous payments.

5. Retirement Compensation – Severance Pay

- a. A bargaining unit member of the Mapleton Local School District, at the time of retirement from active service, with ten (10) or more years of service with the Mapleton Local Schools, will be paid in cash for one-fourth (1/4) of his/her accrued but unused sick leave credit up to a maximum of forty-six (46) days. Such payment shall be based on the member's daily rate of pay at the time of retirement.
- b. Severance payment on this basis shall be made only after the member makes actual application to retire under the applicable Ohio retirement system. Payment on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time. Such payment shall be made only once to any member. This payment is to be made upon evidence of approval of retirement benefits by the retirement system and verification from the employee that the first check has been received. Payment will not, however, be made at the time of an employee's resignation from the Board prior to settlement.
- c. Deductions for said payments shall be in accordance with law.

6. Workers' Compensation

Any member who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Laws of the State of Ohio.

7. Mileage

Any travel by a member in the Mapleton Local Schools who uses his/her personal vehicle (car, truck) shall be reimbursed by the Board at the IRS rate that was in effect January 1 of that calendar year per mile driven. This includes travel between buildings and any other uses of the member's personal car approved by the Board and/or Administration.

8. Compensation for Loss of Preparation Periods

Members will not be required to secure their own substitute.

Members who surrender regularly scheduled preparation periods to perform the function of a substitute will be compensated at a rate of Twelve Dollars and Fifty Cents (\$12.50) for each surrendered preparation period. The provision shall include elementary teachers who assume responsibility for their class as a result of the special teacher, i.e., music, art, not being available to take responsibility for the class at the previously scheduled time.

9. STRS Salary Reduction Pick-up

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

A member's deferred salary shall be equal to that percentage of said member's total annual salary which is required by STRS to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "salary reduction pick-up".

- b. The Board shall compute and remit its employer contributions to STRS based upon the total contract salary, including the "pick-up." For federal and state of Ohio income tax purposes, the member's gross income is reduced by the amount of the "pickup" contribution. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- c. The "pick-up" shall be included in the member's total contracted salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- d. The "pick-up" shall be a uniform percent for all bargaining unit members and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual member's option.
- e. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

10. Board Reimbursement of the Costs of Background Checks

Beginning with the effective date of the Master Agreement, the Board of Education will reimburse bargaining unit members for up to Fifty Dollars (\$50.00) of costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background check.

D. Supplemental Duty Contracts

1. Any member performing duties listed in the supplementary pay schedule (Appendix 13) shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility. Contracts shall be issued prior to the performance of any responsibilities by the member.
2. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board and shall be in accordance with the provisions of this agreement.
3. At the end of the supplemental duty period, the principal/athletic director and the coach/advisor should have a conference to review the seasonal assignment. All supplemental contracts will be automatically non-renewed at the end of the school year.
4. Pay for Supplemental Duties
  - a. The contract will be paid in two (2) equal installments.
  - b. Those members entitled to extended time supplemental salaries shall receive that per diem salary over the twenty-six (26) pay periods during the year of entitlement.
  - c. See Appendix 13 for the supplemental pay schedule.
5. All supplemental contracts that the Board intends to fill shall be posted by the mailboxes and posted on the district's website. The posting will indicate a date by which interested teachers must apply. The posting of a position does not obligate the Board to fill the position.

E. Insurance Program

1. Health Insurance
  - a. Coverage

The Board shall purchase, through a carrier licensed by the State of Ohio, health insurance coverage which meets or exceeds the specifications (see Appendix 14) for full time members now or hereinafter employed, and his or her eligible dependents. Part-time members will be eligible for such coverage on a pro-rata basis, paying his/her share of the cost of such coverage through payroll deduction. Such cost shall be calculated by comparing his/her work hours with the work hours of full-time members. Effective July 1, 2011, the plan will be changed to Consortium Health Care Plan B and Appendix 14 – Insurance Specifications Summary shall be modified to reflect Plan B.

- b. Payment of Insurance Premiums - The Board will pay eighty-five percent (85%) of the family premium and eighty-five percent (85%) of the individual premium.

2. Dental Insurance

The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage, which meets or exceeds the specifications (see Appendix 14) for each teacher, and his/her eligible dependents. The Board will pay eighty-five percent (85%) of the cost of such coverage.

3. Life Insurance

The Board shall provide each bargaining unit member with a term life insurance policy providing for a death benefit of twenty thousand dollars (\$20,000.00).

4. General Insurance Provisions

a. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this Contract.

Copies of existing contract(s) shall be provided to the Association within a reasonable period of time after ratification of this Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within a reasonable period of time after they are received by the Board.

b. Copies of Benefit Descriptions

Within a reasonable period of time after the effective date of this contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this agreement.

c. Benefit Description for New Employees

An employee employed after the effective date of this Agreement shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Agreement.

d. Copies of Improvements in Existing Benefits

Within a reasonable period of time after the effective date of any improvement(s) in an insurance plan provided by this Agreement, each member shall receive a written description prepared by the carrier, of the improved plan.

5. Vision Insurance

Benefits	Member Doctor <sup>1</sup>	Non-Member Doctor <sup>1</sup>
Examination	100 percent	up to \$35.00
Single Vision Lenses	100 percent	up to \$25.00
Bifocal Lenses	100 percent	up to \$40.00
Trifocal Lenses	100 percent	up to \$55.00
Lenticular Lenses	100 percent	up to \$80.00
Frame	A wide selection of attractive frames are covered in full <sup>5</sup>	up to \$35.00
Contact Lenses, Evaluation and Fitting <sup>2</sup>		
Necessary <sup>4</sup>	100 percent	up to \$210.00
Elective <sup>4</sup>	Up to \$105.00	up to \$105.00

<sup>1</sup>When an examination and/or materials are received from a VSP member doctor, the patient will have no out-of-pocket expense other than the copayment, unless optional items are selected that the plan does not cover. Optional items may include, but are not limited to, oversize lenses (61 mm or larger), tinted or photochromic lenses, coated lenses, no-line multi-focal lenses, or a frame which exceeds the plan allowance.

<sup>2</sup>Contact lenses are instead of lenses and frames. The above lens allowances are for two lenses; if only one lens is needed, the allowance will be one-half of the pair allowance.

<sup>3</sup>Services obtained through non-member doctors are subject to the same copayments and limitations as services through VSP member doctors.

<sup>4</sup>VSP will determine when contact lenses are “necessary” on the same basis as with member doctors. Otherwise, the “elective” allowance will prevail.

<sup>5</sup>VSP's frame benefit fully covers more than half of the 42,000 frames currently available. Due to this large selection and the fact that buying habits and tastes differ from one region to the next, frame inventories may vary from office to office. When deciding on a frame, members should ask their doctors which ones are covered in full.

<u>Covered Expenses</u>	<u>Benefit Period</u>
Examination	One in any 12 month period
Lenses (if required)	Every 24 months
Frames (if required)	Every 24 months
Maximum Benefit	See Chart on Page 44
Deductible	\$5/\$10 co-pay

(It has been agreed to drop the opting out of the HIPAA provision.)

6. Section 125 Plan

A Section 125 premium-only plan will be implemented no later than January 1, 2012.

F. Tuition Reimbursement

College tuition reimbursement will be paid to the certified employee under the following provisions:

1. Upon prior approval of the Superintendent, certified employees shall be reimbursed for one-half (1/2) of the tuition cost for additional college courses up to a maximum of One Thousand Four Hundred Dollars (\$1,400.00). The total annual Board of Education cost will not exceed Twenty Thousand Dollars (\$20,000.00) during a fiscal year. Such usage and approval will be on a first come/first serve basis. Monies not used will be returned to the general fund at the end of each fiscal year ending June 30.
2. At the time of request for approval, registration documentation must be submitted to earmark reimbursement monies.
3. College courses will be approved when such classes relate to the teaching field or certification. Reimbursement shall be forwarded to the certified employee after a transcript of the completed coursework showing an A, B, P, or S grade, or pass or fail, has been submitted. Grades and/or transcripts may be submitted by online resources.

4. Correspondence and distance learning courses will be approved for reimbursement providing the course is part of an accepted curriculum from an Ohio and/or national certified and accredited college or university system, and approved by the Ohio Department of Education. Accreditation must be at least through the North Central Accreditation of Colleges and Universities or a similar national organization. It is the member's responsibility to show written proof of the college or university system's certification and accreditation.
5. Course work must be scheduled at times that do not interfere with the normal duties of an employee, nor should the courses conflict with supplemental assignments.
6. The annual salary will be increased to include tuition reimbursement granted in this provision. The salary increase will be paid within two pay periods after transcripts and tuition cost documentation has been submitted. The certified person receiving reimbursement must be an active employee both to receive approval and to receive reimbursement payment.
7. See Appendix 16.

#### **ARTICLE X - PROFESSIONAL DEVELOPMENT COMMITTEE**

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

The remaining members of the committee shall serve staggered up to three (3) year terms. A term shall go from September to September with no more than half of the remaining members new to the committee at any one time. Any member may be reappointed for another term.

C. Continuing Composition and Selection

1. The committee shall be comprised of five (5) members as follows:

Three (3) teachers  
One (1) principal  
Superintendent or designee

2. The three (3) teacher members shall be appointed by the MTA President. The principal member shall be selected at the discretion of the Administration.

3. In the event of a vacancy, the committee member shall be replaced in accordance with 2 above.

D. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

E. Decision Making

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

F. Training

Training for members of the LPDC shall be provided through the Mapleton School District.

G. Meetings

The number of release day meetings in any one (1) school calendar year shall not exceed three (3) in number. The release time is not included in the fifty (50) hours under the compensation section.

H. Compensation

A one-year stipend of one thousand two hundred dollars (\$1,200.00) shall be paid to committee members per term. A term is from July 1st through June 30th. The stipend will be paid at the end of the fiscal year.

I. Appeals Process Reconsideration

If an educator disagrees with an LPDC's decision, the educator should be given an opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

Third Party Review

If after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision. This panel will consist of one (1) licensed educator selected by the LPDC; one (1) licensed educator selected by the educator; and one (1) licensed educator agreed upon by the above two (2). All three (3) licensed educators must be employees of the Mapleton Local School District. These three (3) individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Decisions made by the LPDC are not grievable.

## **ARTICLE XI –TEACHER RESIDENT EDUCATOR PROGRAM**

The Resident Educator program shall be created by a committee comprised of Administrators, the Lead Mentor, and Mentor Teachers which shall begin in August, 2013. Recommendations for the program shall be given to the Board and the Association for agreement with a Memorandum of Understanding.

## **ARTICLE XII - DURATION OF AGREEMENT**

- A. The terms and conditions of this Agreement shall be effective from July 1, 2015, and shall continue in full force and effect until the 30th day of June, 2018 (unless specifically stated otherwise in any section of this Agreement). However, the Board and the Association may mutually agree to extend this agreement beyond the date of expiration.
- B. The Board agrees that it will not, during the period of this Agreement, officially adopt or implement any condition of employment not contained within this Agreement until such term or condition has been negotiated pursuant to this Agreement.

- C. Contrary to Law

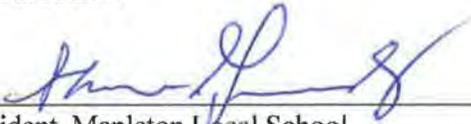
If any provision of this document or any application of the document to any certificated person or persons shall be found contrary to law, then the provision or its application shall be deemed invalid except to the extent permitted by law. All other provisions herein shall continue in full force and effect in accordance with the Collective Bargaining Agreement.

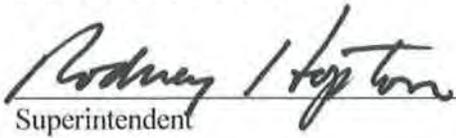
- D. Cost

The cost of preparing and distributing this Collective Bargaining Agreement shall be borne by the Board.

E. In Witness Whereof, the parties executed this contract at Ashland, Ohio, on this 30<sup>th</sup> day of October, 2015.

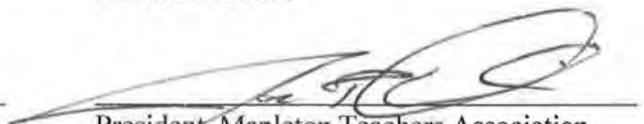
FOR THE MAPLETON BOARD OF  
EDUCATION

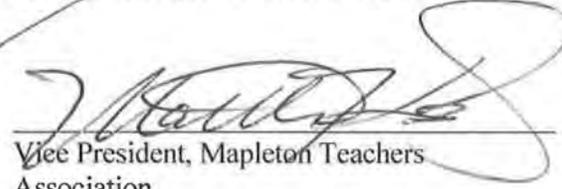
  
\_\_\_\_\_  
President, Mapleton Local School  
District Board of Education

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

FOR THE MAPLETON TEACHERS'  
ASSOCIATION

  
\_\_\_\_\_  
President, Mapleton Teachers Association

  
\_\_\_\_\_  
Vice President, Mapleton Teachers  
Association

  
\_\_\_\_\_  
Negotiating Team Member

**MAPLETON LOCAL SCHOOL DISTRICT  
GRIEVANCE REPORT FORM**

(To Be Filed in Triplicate)

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

LEVEL TWO

(Submitted to Superintendent Level)

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

2. Relief Sought

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

C. Disposition of Superintendent

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

(Use additional pages as required)

LEVEL THREE

(Submitted to Board Level)

- A. Position of Aggrieved or Association

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

- B. Disposition by Board of Education

\_\_\_\_\_  
Signature of President of Board

\_\_\_\_\_  
Date

LEVEL FOUR

(Submitted to Arbitration Level)

- A. Position of Aggrieved or Association

- B. Date Submitted to Arbitration \_\_\_\_\_

- C. Disposition and Award of Arbitrator

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

(Use additional pages as required)

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Name \_\_\_\_\_

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

Date \_\_\_\_\_

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

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

Ohio Teacher Evaluation System

Professional Growth Plan

**Professional Growth Plan**

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

Self-Directed

Collaborative

Teacher \_\_\_\_\_

Evaluator \_\_\_\_\_

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

Evaluator Signature

Date

Teacher Signature

Date

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

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
	Evidence				

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
Evidence					
<p><b>RESOURCES</b>  <b>(Standard 2: Content;</b>  <b>Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i>                      Pre-Conference                      Formal Observation                      Classroom Walkthroughs/                      Informal Observations</p>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.	
Evidence					

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center"><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
		<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p>
		<p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p>	<p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p>	<p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p>	<p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
		<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</p>	<p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p>	<p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>
		<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>
		<p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	<b>Evidence</b>				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Ohio Teacher Evaluation System

Final Summative Rating

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_  
 School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

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

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified: \_\_\_\_\_
- Dismissal is recommended.

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**Informal Observation: General Form**

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

**Directions:** This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Recommendations for Focus of Informal Observations:**  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher



**MAPLETON LOCAL SCHOOL DISTRICT  
NON-CLASSROOM TEACHER OBSERVATION FORM**

Teacher \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

Classroom Topic \_\_\_\_\_ Observer \_\_\_\_\_

Each item should be rated by the evaluator using the following rating scale:

S – Satisfactory

NI – Needs Improvement

U - Unsatisfactory

NO – Not Observed

Formal Observation

Informal Observation

Observed Teacher Items

- |     |       |                                    |
|-----|-------|------------------------------------|
| 1.  | _____ | Voice, tone, volume, grammar       |
| 2.  | _____ | Poise--confidence                  |
| 3.  | _____ | Sense of humor                     |
| 4.  | _____ | Enthusiasm                         |
| 5.  | _____ | Knowledge of topic                 |
| 6.  | _____ | Appropriateness--Method            |
| 7.  | _____ | Nonverbals--eye contact            |
| 8.  | _____ | Classroom management               |
| 9.  | _____ | Skill--explaining or demonstrating |
| 10. | _____ | Questioning skill                  |
| 11. | _____ | Positive feedback                  |
| 12. | _____ | Involves all students              |
| 13. | _____ | Lesson prepared                    |
| 14. | _____ | Classroom environment              |

Student Items

- |     |       |   |
|-----|-------|---|
| 1.  | _____ | All students involved                                   |
| 2.  | _____ | Attentiveness--interest                                 |
| 3.  | _____ | Students on task  |
| 4.  | _____ | Positive attitudes                                      |
| 5.  | _____ | Students able to conceptualize,<br>apply and transfer   |
| 6.  | _____ | Accepting responsibility for learning                   |
| 7.  | _____ | Respectful to teachers and others                       |
| 8.  | _____ | Students prepared--bringing necessary<br>items to class |
| 9.  | _____ | Knows their expectations                                |
| 10. | _____ | Other   |

Evaluator Comments and Notes:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

(Additional pages may be used as needed)

**MAPLETON LOCAL SCHOOL DISTRICT**  
**NON-CLASSROOM TEACHER SUMMATIVE EVALUATION FORM**

1. The evaluator/Principal shall prepare a written report.
2. The report may identify commendable areas of professional performance.
3. The report may identify areas in which professional performance can be corrected, or improved. The report must indicate how the identified performance objectives may be accomplished. The report may indicate a suggested period of time in which the objective should be accomplished.
4. Evaluator and teacher may write additional comments relative to agreement or disagreement on separate pages. Copies shall be signed, shared, and attached to the final narrative report.

Evaluator/Principal Signature \_\_\_\_\_

Member's Signature \_\_\_\_\_

Conference Date: \_\_\_\_\_ Other Conference Date(s): \_\_\_\_\_

TEACHER \_\_\_\_\_ CLASS \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_

### PERFORMANCE CRITERIA AND RATING SCALE

Each item should be rated by the evaluator using the following rating scale:

- S – Satisfactory
- NI – Needs Improvement
- U – Unsatisfactory
- NO – Not Observed

#### Communications:

1. \_\_\_ Has good volume and clarity of voice.
2. \_\_\_ Explains lessons and assignments clearly.
3. \_\_\_ Demonstrates skill in questioning and responding to questions.
4. \_\_\_ Isn't tied to the desk or lectern.
5. \_\_\_ Maintains communications with parents.
6. \_\_\_ Attends school functions.
7. \_\_\_ Projects positive school-community relations.

#### Discipline:

1. \_\_\_ Is firm and fair.
2. \_\_\_ Shows respect and concern for students.
3. \_\_\_ Shows good judgment.
4. \_\_\_ Maintains a learning atmosphere  
in the classroom.

#### Teaching Performance:

1. \_\_\_ Has lessons well prepared.
2. \_\_\_ Encourages student participation.
3. \_\_\_ Makes proper use of class time for  
instruction and related learning.
4. \_\_\_ Uses a variety of aids, techniques,  
and resources.
5. \_\_\_ Has the ability to motivate and make  
subject practical and meaningful.
6. \_\_\_ Bulletin boards and display areas are  
neat, meaningful, and up-to-date.
7. \_\_\_ Student homework is meaningful  
and reasonable.
8. \_\_\_ Promotes good work habits.
9. \_\_\_ Pupil evaluation is done in a fair manner.
10. \_\_\_ Is enthusiastic.

Human Relations:

1. \_\_\_\_ Is friendly, cheerful.
2. \_\_\_\_ Has good rapport with class.
3. \_\_\_\_ Can accept constructive criticism.
4. \_\_\_\_ Is tolerant and understanding of student's abilities, problems, and differences.

Professionalism:

1. \_\_\_\_ Has a good teaching attitude.
2. \_\_\_\_ Attends job related meeting when scheduled.
3. \_\_\_\_ Strives to find valuable new ideas and use them.
4. \_\_\_\_ Cooperates with staff and administrators.
5. \_\_\_\_ Contributes to student and faculty morale.
6. \_\_\_\_ Is punctual in fulfilling assigned duties.
7. \_\_\_\_ Maintains proper teacher-pupil relations.
8. \_\_\_\_ Possesses the skills and knowledge essential for the performance of the job.
9. \_\_\_\_ Dresses and grooms appropriately.

Evaluator Comments:

Teacher Comments:

The overall rating of the teacher's performance is \_\_\_\_\_.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

(Additional pages may be used as needed.)

## Mapleton Local School District Absence Form

**INSTRUCTIONS:** Complete in blue or black ink. Submit to your Principal/Supervisor immediately after leave has been taken. Principal/Supervisor forward to Superintendent after approval; Superintendent forward to Treasurer after review.

Name: \_\_\_\_\_ Building: \_\_\_\_\_  
(Printed)

Dates of Absence: From \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_  
(Time) (Date)

To \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_  
(Time) (Date)

Total Days \_\_\_\_\_

Purpose of Leave (as per appropriate section of the current negotiated agreement between the Mapleton Local School District Board of Education and the MTA or OAPSE Local 348):

- |   |  |
|---|--|
| <input type="checkbox"/> Sick Leave (Personal or Family Illness; Maternity) |  |
| <input type="checkbox"/> Personal Leave                                     | <input type="checkbox"/> Military Duty (attach Orders) |
| <input type="checkbox"/> Professional/School Business                       | <input type="checkbox"/> Jury Duty (attach Summons)    |
| <input type="checkbox"/> Vacation   | <input type="checkbox"/> Leave Without Pay             |
| <input type="checkbox"/> Association Leave                                  |  |

I hereby certify that statements made above are true and correct and meet the requirements of all laws and referenced agreements. I further acknowledge that any false statements made are grounds for disciplinary action by the Mapleton Local Board of Education.

Authorized Signatures:

\_\_\_\_\_  
Employee Date Submitted

\_\_\_\_\_  
Principal/Supervisor Date Approved

\_\_\_\_\_  
Superintendent Date Reviewed

## Mapleton Local School District Request for Leave Form

Name: \_\_\_\_\_

Dates Requested: From \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_  
(Time) (Date)

To \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_  
(Time) (Date)

Total Days \_\_\_\_\_ Substitute Required? Yes \_\_\_\_\_ No \_\_\_\_\_

Purpose of Leave Requested (as permitted by the collective bargaining agreements between the Mapleton Local School Board of Education and the MTA or OAPSE Local 348):

- |  |  |
|--|--|
| <input type="checkbox"/> Sick Leave of Absence (meeting the requirements of FMLA)        |  |
| <input type="checkbox"/> Personal Leave  | <input type="checkbox"/> Military Duty (attach Orders) |
| <input type="checkbox"/> Professional (See Below)  | <input type="checkbox"/> Jury Duty (attach Summons)    |
| <input type="checkbox"/> Vacation  | <input type="checkbox"/> Association Leave             |
| <input type="checkbox"/> Leave of Absence Without Pay (meeting the requirements of FMLA) |  |
| <input type="checkbox"/> Leave of Absence Without Pay (Non-FMLA)                         |  |

For use of Professional Leave:

Give a brief description of the program \_\_\_\_\_

\_\_\_\_\_

Meeting Location: \_\_\_\_\_

Name of Grant that Expenses will be charged to: \_\_\_\_\_

APPENDIX 10  
(continued)

Cost to the District:	Registration Fee:	\$ _____
	Mileage: _____ x IRS Rate	\$ _____
	Lodging:	\$ _____
	Meals:	\$ _____
	Total Estimated Expenses:	\$ _____

1. Prior to the meeting, complete a Purchase Requisition for meeting related costs.
2. Upon return, complete a mileage reimbursement form.

.....  
Authorized Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date Reviewed

**MAPLETON LOCAL SCHOOL DISTRICT  
REQUEST FOR SEVERANCE PAYMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Building or Department \_\_\_\_\_

I hereby certify that my retirement from the Mapleton Local School District was effective

\_\_\_\_\_  
Month Day Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under the Board-Association Master Agreement.

Severance pay will be granted for one-fourth (1/4) of the professional staff member's accumulated but unused sick leave to a maximum of forty-six (46) days. Severance pay will be at the per diem rate of the eligible professional staff member and shall be payable upon the member having fulfilled the requirements of this section or at the option of the member January 1st of next following calendar year.

I request payment immediately \_\_\_\_\_

I request payment January 1st of next year \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Request Approved \_\_\_\_\_

\_\_\_\_\_  
Signature of Treasurer for Board of Education

\_\_\_\_\_  
Date

Evidence of approval by the State Teachers Retirement System must be presented prior to payment of severance pay. Such evidence is usually receipt of the first payment by STRS.

**MAPLETON LOCAL SCHOOL DISTRICT**  
**SALARY INDEX EFFECTIVE 2015-2016**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.0000	1.0394	1.0648	1.1155	1.1408	1.1662
1	1.0536	1.0815	1.1094	1.1631	1.1895	1.2159
2	1.0931	1.1236	1.1540	1.2108	1.2381	1.2655
3	1.1327	1.1656	1.1986	1.2584	1.2868	1.3152
4	1.1722	1.2077	1.2432	1.3061	1.3355	1.3649
5	1.2118	1.2498	1.2879	1.3537	1.3842	1.4146
6	1.2513	1.2919	1.3325	1.4014	1.4329	1.4643
7	1.2909	1.3340	1.3771	1.4491	1.4815	1.5140
8	1.3304	1.3761	1.4217	1.4967	1.5302	1.5637
9	1.3700	1.4182	1.4663	1.5444	1.5789	1.6133
10	1.4095	1.4603	1.5109	1.5921	1.6275	1.6631
11	1.4491	1.5023	1.5555	1.6397	1.6763	1.7127
12	1.4886	1.5444	1.6001	1.6873	1.7249	1.7625
13	1.5281	1.5865	1.6448	1.7351	1.7735	1.8121
14	1.5677	1.6285	1.6894	1.7827	1.8223	1.8618
15	1.6073	1.6706	1.7341	1.8303	1.8709	1.9115
20	1.6073	1.6706	1.7787	1.8781	1.9196	1.9611
25	1.6073	1.6706	1.7787	1.9257	1.9683	2.0109
30	1.6073	1.6706	1.7787	1.9305	2.0170	2.0606

\*\*\*Appendixes 12(B) and 12(C) updated as appropriate upon negotiated base salary increase.

**MAPLETON LOCAL SCHOOL DISTRICT  
2015-2016 CERTIFIED EMPLOYEE SALARY SCHEDULE**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	\$31,652.00	\$32,899.09	\$33,703.05	\$35,307.81	\$36,108.60	\$36,912.56
1	\$33,348.55	\$34,231.64	\$35,114.73	\$36,814.44	\$37,650.05	\$38,485.67
2	\$34,598.80	\$35,564.19	\$36,526.41	\$38,324.24	\$39,188.34	\$40,055.61
3	\$35,852.22	\$36,893.57	\$37,938.09	\$39,830.88	\$40,729.79	\$41,628.71
4	\$37,102.47	\$38,226.12	\$39,349.77	\$41,340.68	\$42,271.25	\$43,201.81
5	\$38,355.89	\$39,558.67	\$40,764.61	\$42,847.31	\$43,812.70	\$44,774.92
6	\$39,606.15	\$40,891.22	\$42,176.29	\$44,357.11	\$45,354.15	\$46,348.02
7	\$40,859.57	\$42,223.77	\$43,587.97	\$45,866.91	\$46,892.44	\$47,921.13
8	\$42,109.82	\$43,556.32	\$44,999.65	\$47,373.55	\$48,433.89	\$49,494.23
9	\$43,363.24	\$44,888.87	\$46,411.33	\$48,883.35	\$49,975.34	\$51,064.17
10	\$44,613.49	\$46,221.42	\$47,823.01	\$50,393.15	\$51,513.63	\$52,640.44
11	\$45,866.91	\$47,550.80	\$49,234.69	\$51,899.78	\$53,058.25	\$54,210.38
12	\$47,117.17	\$48,883.35	\$50,646.37	\$53,406.42	\$54,596.53	\$55,786.65
13	\$48,367.42	\$50,215.90	\$52,061.21	\$54,919.39	\$56,134.82	\$57,356.59
14	\$49,620.84	\$51,545.28	\$53,472.89	\$56,426.02	\$57,679.44	\$58,929.69
15	\$50,874.26	\$52,877.83	\$54,887.73	\$57,932.66	\$59,217.73	\$60,502.80
20	\$50,874.26	\$52,877.83	\$56,299.41	\$59,445.62	\$60,759.18	\$62,072.74
25	\$50,874.26	\$52,877.83	\$56,299.41	\$60,952.26	\$62,300.63	\$63,649.01
30	\$50,874.26	\$52,877.83	\$56,299.41	\$61,104.19	\$63,842.08	\$65,222.11

**MAPLETON LOCAL SCHOOL DISTRICT  
2016-2017 CERTIFIED EMPLOYEE SALARY SCHEDULE**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	\$31,969.00	\$33,228.58	\$34,040.59	\$35,661.42	\$36,470.24	\$37,282.25
1	\$33,682.54	\$34,574.47	\$35,466.41	\$37,183.14	\$38,027.13	\$38,871.11
2	\$34,945.31	\$35,920.37	\$36,892.23	\$38,708.07	\$39,580.82	\$40,456.77
3	\$36,211.29	\$37,263.07	\$38,318.04	\$40,229.79	\$41,137.71	\$42,045.63
4	\$37,474.06	\$38,608.96	\$39,743.86	\$41,754.71	\$42,694.60	\$43,634.49
5	\$38,740.03	\$39,954.86	\$41,172.88	\$43,276.44	\$44,251.49	\$45,223.35
6	\$40,002.81	\$41,300.75	\$42,598.69	\$44,801.36	\$45,808.38	\$46,812.21
7	\$41,268.78	\$42,646.65	\$44,024.51	\$46,326.28	\$47,362.07	\$48,401.07
8	\$42,531.56	\$43,992.54	\$45,450.33	\$47,848.00	\$48,918.96	\$49,989.93
9	\$43,797.53	\$45,338.44	\$46,876.14	\$49,372.92	\$50,475.85	\$51,575.59
10	\$45,060.31	\$46,684.33	\$48,301.96	\$50,897.84	\$52,029.55	\$53,167.64
11	\$46,326.28	\$48,027.03	\$49,727.78	\$52,419.57	\$53,589.63	\$54,753.31
12	\$47,589.05	\$49,372.92	\$51,153.60	\$53,941.29	\$55,143.33	\$56,345.36
13	\$48,851.83	\$50,718.82	\$52,582.61	\$55,469.41	\$56,697.02	\$57,931.02
14	\$50,117.80	\$52,061.52	\$54,008.43	\$56,991.14	\$58,257.11	\$59,519.88
15	\$51,383.77	\$53,407.41	\$55,437.44	\$58,512.86	\$59,810.80	\$61,108.74
20	\$51,383.77	\$53,407.41	\$56,863.26	\$60,040.98	\$61,367.69	\$62,694.41
25	\$51,383.77	\$53,407.41	\$56,863.26	\$61,562.70	\$62,924.58	\$64,286.46
30	\$51,383.77	\$53,407.41	\$56,863.26	\$61,716.15	\$64,481.47	\$65,875.32

**MAPLETON LOCAL SCHOOL DISTRICT  
2017-2018 CERTIFIED EMPLOYEE SALARY SCHEDULE**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	\$32,129.00	\$33,394.88	\$34,210.96	\$35,839.90	\$36,652.76	\$37,468.84
1	\$33,851.11	\$34,747.51	\$35,643.91	\$37,369.24	\$38,217.45	\$39,065.65
2	\$35,120.21	\$36,100.14	\$37,076.87	\$38,901.79	\$39,778.91	\$40,659.25
3	\$36,392.52	\$37,449.56	\$38,509.82	\$40,431.13	\$41,343.60	\$42,256.06
4	\$37,661.61	\$38,802.19	\$39,942.77	\$41,963.69	\$42,908.28	\$43,852.87
5	\$38,933.92	\$40,154.82	\$41,378.94	\$43,493.03	\$44,472.96	\$45,449.68
6	\$40,203.02	\$41,507.46	\$42,811.89	\$45,025.58	\$46,037.64	\$47,046.49
7	\$41,475.33	\$42,860.09	\$44,244.85	\$46,558.13	\$47,599.11	\$48,643.31
8	\$42,744.42	\$44,212.72	\$45,677.80	\$48,087.47	\$49,163.80	\$50,240.12
9	\$44,016.73	\$45,565.35	\$47,110.75	\$49,620.03	\$50,728.48	\$51,833.72
10	\$45,285.83	\$46,917.98	\$48,543.71	\$51,152.58	\$52,289.95	\$53,433.74
11	\$46,558.13	\$48,267.40	\$49,976.66	\$52,681.92	\$53,857.84	\$55,027.34
12	\$47,827.23	\$49,620.03	\$51,409.61	\$54,211.26	\$55,419.31	\$56,627.36
13	\$49,096.32	\$50,972.66	\$52,845.78	\$55,747.03	\$56,980.78	\$58,220.96
14	\$50,368.63	\$52,322.08	\$54,278.73	\$57,276.37	\$58,548.68	\$59,817.77
15	\$51,640.94	\$53,674.71	\$55,714.90	\$58,805.71	\$60,110.15	\$61,414.58
20	\$51,640.94	\$53,674.71	\$57,147.85	\$60,341.47	\$61,674.83	\$63,008.18
25	\$51,640.94	\$53,674.71	\$57,147.85	\$61,870.82	\$63,239.51	\$64,608.21
30	\$51,640.94	\$53,674.71	\$57,147.85	\$62,025.03	\$64,804.19	\$66,205.02

**MAPLETON LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE**

- A. Members who perform co-curricular services shall receive remuneration based on the following indices of the member's regular teacher's salary (BA Step 0).

Groups

Years of Experience	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
0	.200	.160	.130	.110	.080	.070	.050	.030
2	.210	.170	.140	.120	.090	.080	.055	.035
4	.220	.180	.150	.130	.100	.090	.060	.040
6	.230	.190	.160	.140	.110	.100	.065	.045
10	.240	.200	.170	.150	.120	.110	.070	.050

- B. All members employed by supplemental contract by the Board shall be allowed credit for experience from another district up to a maximum of four years for comparable service, as determined by the Superintendent or his designee at the time of initial employment.
- C. Any member who moves horizontally on the index because of a different supplemental contract in the same activity shall be granted a maximum of four years experience on the new supplemental contract. Any member who moves to the right on the index because of a different supplemental contract in the same activity shall be granted the same number of years on the new supplemental contract that the member would have had on the old supplemental contract.
- D. The existence of any position on this listing does not imply nor require that that position shall be filled. The athletic guidelines on the required number of participants shall be observed.

E. Groups:

<b>Group I</b>	
H.S. Athletic Director	
<b>Group II</b>	
H.S. Head Football Coach	H.S. Head Basketball Coach, Girls
H.S. Head Basketball Coach, Boys	Band Director
<b>Group III</b>	
H.S. Head Wrestling Coach	
H.S. Head Track Coach, Boys and Girls	
<b>Group IV</b>	
H.S. Head Baseball Coach	H.S. Head Cross Country Coach
H.S. Head Softball Coach	H.S. Assistant Basketball Coach, Boys
H.S. Head Volleyball Coach	H.S. Assistant Basketball Coach, Girls
H.S. Head Golf	H.S. Assistant Football Coach
H.S. Head Soccer	H.S. Yearbook Advisor
H.S. Assistant Athletic Director	Middle School Athletic Director
<b>Group V</b>	
H.S. Assistant Wrestling Coach	H.S. Assistant Baseball Coach
Assistant Band Director	H.S. Assistant Track Coach
Freshmen Basketball Coach, Boys	H.S. Assistant Softball Coach
Freshmen Basketball Coach, Girls	H.S. Assistant Soccer Coach
H.S. Assistant Volleyball Coach	H.S. Cheerleading Advisor
<b>Group VI</b>	
Junior High Basketball Coach, Boys	Junior High Volleyball Coach
Junior High Basketball Coach, Girls	High School Sweethearts
Junior High Track Coach	Junior High Cheerleading
Junior High Wrestling Coach	Assistant Cross Country
Junior High Football Coach	

APPENDIX 13  
(continued)

<b>Group VII</b>	
High School Drama	Junior High Destination Imagination Coach
Junior/Senior Prom	Academic Challenge Coach
Junior Class Advisor	
H.S. Industrial Arts	
H.S. Student Council Advisor	
H.S. Destination Imagination Coach	

<b>Group VIII</b>	
Assistant Musical Director	Freshmen Class Advisor
Assistant Drama Director	Junior High Student Council Advisor
Senior Class Advisor	Elementary Yearbook Advisor
Sophomore Class Advisor	Junior High Yearbook Advisor
H.S. Science Fair	Junior High-Play Director
Junior High Science Fair	Boys Bidy Basketball
Choir Director	Girls Bidy Basketball
National Honor Society Advisor	Art Club Advisor
Language Club Advisor	College Club Advisor
Lead Mentor - \$1,000.00 per school year	
Mentor(s) - \$800.00 per school year	

**MAPLETON LOCAL SCHOOL DISTRICT  
SCHEDULE OF MEDICAL BENEFITS**

<b>BENEFITS</b>	<b>PPO</b>	<b>NON-PPO</b>
<b>CALENDAR YEAR DEDUCTIBLE</b> Per Person Per Family Deductibles for PPO and non-PPO will <u>not</u> apply toward each other. The Deductible applies to all charges unless shown herein as being waived.	\$250 \$500	\$500 \$1,000
<b>MAXIMUM OUT-OF-POCKET PER CALENDAR YEAR (excluding Deductible)</b> Per Person Maximum Out-of-Pocket amounts for PPO and non-PPO will <u>not</u> apply toward each other	\$400 Medical \$100 Prescription	\$2,000
<b>LIFETIME MAXIMUM BENEFIT</b>	Unlimited	
<b>BENEFIT PERCENTAGE PAYABLE</b> Unless shown herein with a different percentage	80%	60%
<b>ELECTIVE STERILIZATION &amp; ABORTION</b>	80% after deductible	Not Covered
<b>EMERGENCY CARE</b>	80% after deductible	
<b>HOME HEALTH CARE</b> (max of 120 visits/cal year)	80% after deductible	60% after deductible
<b>SKILLED NURSING FACILITY</b> (max of 60 days per calendar year)	80% after deductible	60% after deductible
<b>CHIROPRACTIC SERVICES</b> (limits are cross-applied)	80% after deductible, limited to 20 visits per cal year	60% after deductible, limited to 10 visits per cal year
<b>COVERED WELLNESS PROCEDURES</b>	100%; deductible waived	Not Covered
<b>TEMPOROMANDIBULAR JOINT DYSFUNCTION</b>	80% after deductible	Not Covered
<b>RETAIL AND MAIL ORDER PRESCRIPTION DRUG BENEFIT</b>	80%, deductible waived	

**PRE-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS.  
POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY ADMISSIONS.**

**B. Dental Insurance**

1. Class I - Preventative and Diagnostic (No Deductible) (Paid at UCR)
  - a. Routine Oral Exams (Once every six [6] months)
  - b. Teeth Cleaning (Once every six [6] months)
  - c. Fluoride Treatments (Once every twelve [12] months)
  - d. Emergency Pain Treatments
  - e. Space Maintainers
  - f. Diagnostic X-rays
  - g. Tests and Laboratory Exams
  - h. Co-insurance amount - one hundred percent (100%)
  
2. Class II - Basic Restorative (\$25/\$50 deductible)
  - a. Fillings - Amalgams, Silicate, Acrylic
  - b. Root Canal Therapy
  - c. Treatment of Gum Disease
  - d. Repair of Bridgework and Dentures
  - e. Extractions and Oral Surgery

- f. General Anesthesia - Only if medically necessary
  - g. Co-insurance Amount - eighty percent (80%) of reasonable and customary charges
3. Class III - Major Restorative (\$25/\$50) deductible)
- a. Inlays, Onlays, Gold Fillings, or Crown Restorations
  - b. Initial Installation of Fixed Bridgework
  - c. Installation of Partial or full, Removable Dentures
  - d. Replacement of Existing Bridgework on Dentures
  - e. Co-insurance Amount - fifty percent (50%) of reasonable and customary charges

(For Classes, I, II, and III, there is a calendar year maximum of \$1,000 per person.)

4. Class IV - Orthodontia (No deductible)
- a. Full Banded Orthodontic Treatment
  - b. Appliance for Tooth Guidance
  - c. Appliance to Control Harmful Habits
  - d. Retention Appliances - not in connection with full banded treatment
  - e. Co-insurance amount - fifty percent (50%) of reasonable and customary charges

(For Class IV benefits, there is a lifetime maximum of \$1,000 per person.)

- C. The above is only a general summary of insurance coverage provided. The coverage required shall be in accordance with Article VI, Section B of this Agreement.

**MAPLETON LOCAL SCHOOL DISTRICT**  
**VOLUNTARY TRANSFER FORM**

This form is only to assist you in a voluntary transfer if an opening should arise in which you have an interest. Please complete this form and turn it in to your building principal with all other end of year forms. Each building is required to submit forms to the Superintendent.

Name: \_\_\_\_\_

Address & Summer Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Choose one:

\_\_\_\_\_ I do not wish a transfer of any kind at this time.

\_\_\_\_\_ I am interested in a transfer to \_\_\_\_\_ only.

\_\_\_\_\_ I wish to be made aware of any openings in my area of certification. I am certificated for \_\_\_\_\_.

It should be understood that this is only an interest survey and not binding in any way.

Request No. \_\_\_\_\_

Date \_\_\_\_\_

**MAPLETON LOCAL SCHOOL DISTRICT**  
**REQUEST FOR ADDITIONAL TRAINING REIMBURSEMENT**

Name \_\_\_\_\_

Building \_\_\_\_\_

-----

Course Name \_\_\_\_\_

Course Number \_\_\_\_\_

Relationship to Your Field \_\_\_\_\_

Course Site/Institution \_\_\_\_\_

Projected Cost \_\_\_\_\_

I understand that I must present documentation of successful (equivalent to A or B) completion of this course to receive the reimbursement.

\_\_\_\_\_  
Signature

Submit with copy of class registration directly to the Superintendent.

Approved \_\_\_\_\_

\_\_\_\_\_  
Superintendent

Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date

**MAPLETON LOCAL SCHOOL DISTRICT**  
**ASSAULT LEAVE**

Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

Assault leave has been taken in accordance with ORC 3319.143 and the Assault Leave Policy of the Agreement between the Mapleton Local Board of Education and the Mapleton Teachers' Association.

\_\_\_\_\_ day(s) of assault leave was/were taken beginning at \_\_\_\_\_ on  
time  
\_\_\_\_\_ / \_\_\_\_\_, 20\_\_\_\_ and ending at \_\_\_\_\_  
day month time

on \_\_\_\_\_ / \_\_\_\_\_, 20\_\_\_\_.  
day month

The following information must be stated:

Duration of Medical Attention \_\_\_\_\_

Name of Physician \_\_\_\_\_

Office Address \_\_\_\_\_

\_\_\_\_\_  
Unit Member's Signature

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the 28 day of September, 2009, by and between the Mapleton Local School District Board of Education (hereinafter referred to as "the Board") and the Mapleton Teachers' Association (hereinafter referred to as "the MTA") and hereby amends and supplements the Collective Bargaining Agreement between the parties effective July 1, 2008, through June 30, 2011 (hereinafter referred to as "the Agreement"), superseding and conflicting or inconsistent terms or provisions contained therein.

WHEREAS, the Board may desire to employ Intervention Tutors to provide assistance to special education students and typically educated students; and

WHEREAS, if the Board chooses to employ Intervention Tutors, it is appropriate that said employee be employed under terms and conditions which differ in some respects from those established by the Agreement for other certified employees; and

WHEREAS, the parties intend through this Memorandum of Understanding to amend and supplement the Agreement for the sole purpose of establishing the terms and conditions for employment of Intervention Tutors.

NOW THEREFORE, the Board and the MTA agree as follows:

1. Intervention Tutors shall be employed under a one-year limited contract which shall automatically expire without notice to the Intervention Tutors and without evaluation of the Intervention Tutors. Continuation of employment of the Intervention Tutors through the offering of subsequent limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the Superintendent. Intervention Tutors are not eligible for a continuing contract regardless of the number of years of employment with the Board. The MTA acknowledges and expressly agrees that it is waiving certain rights under the Ohio Revised Code and the Agreement, including but not limited to: (a) waiving the right of Intervention Tutors to receive notice of non-renewal under O.R.C. 3319.02 and 3319.11 and Article V, Section G of the Agreement; (b) waiving the right of Intervention Tutors to be evaluated under O.R.C. 3319.02, 3319.11 and 3319.111 and Article V, Section C of the Agreement; and (c) waiving any rights which Intervention Tutors may have to a continuing contract under O.R.C. 3319.081 and 3319.11 and Article VII, Section A of the Agreement.
2. Intervention Tutors shall perform the following job duties: one-on-one tutoring, small group instruction, classroom instruction, in-the-room monitoring, assisting the regular classroom teachers, and other assigned duties.
3. Intervention Tutors shall receive an annual salary equal to seventy-five percent (75%) of the BA-0 salary set forth in the Agreement's certified employee salary schedule. Intervention Tutors shall not advance any steps on the Agreement's certified employee salary schedule regardless of the number of years that they may hold such position. The MTA acknowledges and expressly agrees that it is

waiving certain rights under the Ohio Revised Code and the Agreement, including, but not limited to, waiving the right of Intervention Tutors to receive service credit under O.R.C. 3317.13 and 3317.14 and Article IX, Sections A, B, and C of the Agreement.

4. Intervention Tutors shall receive all fringe benefits which the Agreement offers to other certified employees, including, but not limited to, all insurances and leaves of absence.
5. Intervention Tutors shall, at all times, possess proper state teaching licensure, a copy of which shall be provided to the Board.
6. Unless otherwise specified herein, Intervention Tutors shall be subject to, and shall comply with, all other terms and conditions set forth in the Agreement and all other applicable provisions of the Ohio Revised Code.
7. The Board and the MTA expressly intend that this Memorandum of Understanding supersede any differing or inconsistent terms of the Agreement or provisions of the Ohio Revised Code which pertain to the employment of Intervention Tutors or other public school teaching employees.
8. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

IN WITNESS WHEREFORE, the parties hereto have entered into this Memorandum of Understanding on the date first set forth above.

MAPLETON TEACHERS' ASSOCIATION

MAPLETON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer