

STATE EMPLOYMENT  
RELATIONS BOARD

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# **Agreement**

between

**Maple Heights Teachers Association  
MHTA**

and

**Maple Heights Board of Education**

**September 1, 2015, through August 31, 2018**

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## **PREAMBLE**

The Board of Education of the Maple Heights City School District ("Board") and the Maple Heights Teachers Association ("MHTA"), affiliated with the Ohio Education Association and the National Education Association, recognize that the ultimate responsibility of both is to provide the highest quality education for the benefit of the youth entrusted to their care. The fulfillment of this responsibility can best be achieved by cooperation among the Board, the Superintendent and the administrative staff, and the employees. Therefore, a relationship must be established and maintained which is based upon this common interest and the concept that education is a public trust and is a professional calling.

The Board, the Superintendent and the administrative staff, and the employees can discharge their respective responsibilities and attain their common objectives if each utilizes the ability, experience, and judgment of the other in resolving matters of mutual concern, which affect the total educational program.

It is the purpose of this document to set forth an orderly procedure whereby matters of mutual concern pertaining to the Board and the MHTA can be considered and cooperatively resolved.

Nothing in the Agreement shall preclude any employee, or groups of employees, from bringing his/her, or their, professional concerns directly to the attention of the Superintendent or Board through established channels for decision-making.

## **ARTICLE I** **RECOGNITION AND DEFINITIONS**

### **1.01 Recognition**

The Board recognizes the MHTA as the sole and exclusive negotiating representative for the certificated/licensed, professional personnel, including all classroom teachers and guidance counselors. Excluded are employees whose salary is determined by an administrative salary schedule and who are administrative supervisors, including school psychologist, other supervisors, management level employees, and confidential employees.

The MHTA is recognized as the sole and exclusive representative for the bargaining unit set forth above in matters concerning wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement. No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employees included in the MHTA's unit in formal negotiations. However, the above stated provisions shall not preclude the right of an individual to submit suggestions to the Administration.

The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s) which have had or may seek bargaining rights by granting payroll deductions for dues to any and all such organizations.

## 1.02 Management Rights

The Board retains its management rights subject to any limitations found in this Agreement. Subject to all of the provisions of this Agreement, the Board shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Maple Heights City Schools, including but not limited to, the sole and exclusive right to:

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

## 1.03 Definitions

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

- A. District: The Maple Heights City School District.
- B. Board: The Board of Education of the Maple Heights City School District.
- C. Superintendent: The Superintendent of the Maple Heights City School District or their designated representative.
- D. Treasurer: The Treasurer of the Maple Heights City School District or their designated representative.
- E. MHTA: The Maple Heights Teachers Association.

- F. Employee: Any employee in the bargaining unit defined in Section 1.01 of this Agreement.
- G. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the MHTA.
- H. Full-time Teacher: "Full-time teacher" shall mean any teacher who works 120 days or more per school year, and who works four (4) hours per day exclusive of lunch or planning time. A full time teacher shall be entitled to all benefits set out in this Agreement.
- I. Part-time Teacher: "Part-time teacher" shall mean any teacher who works 120 days or more per school year, and who works less than four (4) hours per day exclusive of lunch or planning time. A part time teacher shall be entitled to no paid leave except sick leave and personal leave and shall be paid at the part-time teacher per diem rate of pay.

No two (2) or more part-time teachers shall be employed to fill a full-time teaching position unless the full-time teaching position cannot be filled by a full-time teacher.

- J. Day: A calendar day,
- K. Workday: A regularly scheduled workday, Monday through Friday, during the school term; a weekday during the summer recess, excluding holidays and other days when the central administration office is not open.
- L. Calendar year: The calendar year shall mean January 1<sup>st</sup> through December 31<sup>st</sup>.
- M. School Year: The first teacher workday through the last teacher workday.
- N. Seniority:
  - 1. Seniority shall be determined by ORC 3319.17. If two (2) or more employees have the same length of continuous service, then seniority will be determined by using the criteria below in the order listed.
    - a. Prior years of teaching service as an employee in the District, which were lost by a break in service.
    - b. The date of the Board meeting at which the employee was hired for the first employment contract.
    - c. The date on the employee's first job application which led to employment, provided that a dated job application is on file for each employee involved in the tie-breaker.

- d. The length of any previous service in the District.
  - e. Tie broken by a coin toss, or, if more than two employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the MHTA President. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.
- 2. Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff approved by the Board and/or the Superintendent.
  - 3. Seniority List – All employees shall be placed on a seniority list. A copy of the seniority list and updates thereto shall be provided to the MHTA President upon request.
  - 4. Beyond School Year or School Day – Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
- O. Regular Contract (Limited or Continuing): The employee’s contract for their full time/part-time professional duties.
  - P. Supplemental Contract: The employee’s contract for their duties performed outside of their regular contract.

**ARTICLE II**  
**NEGOTIATING PROCEDURES**

2.01 Directing Requests

Either the Board or the MHTA may initiate negotiations by serving written notice to the Superintendent, representing the Board, or the MHTA President, representing the MHTA no later than April 1, during the year of expiration date of this Agreement. The party requesting to open negotiations shall also serve SERB with a Notice to Negotiate.

2.02 Negotiation Meetings

Within fifteen (15) calendar days after receipt of such notice, an initial meeting will be held at which the parties will submit in writing their proposals, and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Matters to be negotiated include wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.

Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiation (“laundry lists”) shall constitute a clear failure

of compliance with this requirement and may be disregarded. These proposals shall be identified as new matter or revisions of existing proposals.

Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be in executive sessions unless otherwise mutually agreed upon by both parties.

The parties agree to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The parties acknowledge their responsibility and obligation to listen to and react to each other's proposals, including providing explanation when one disagrees with a proposal. The obligation to meet for purposes of negotiations does not compel either party to agree to a proposal or make a concession.

Other rules for conducting negotiations procedures, which are deemed necessary and not covered by this Agreement, shall be discussed and agreed upon at this first session.

### 2.03 Negotiation Time Limits

Items under negotiation must be resolved to the mutual satisfaction of both parties not later than forty-five (45) calendar days prior to the expiration date of this Agreement. If no agreement is rendered by said date, the Dispute Settlement Procedures set in Section 2.08 of this Agreement shall be implemented.

### 2.04 Representation

The Board or its designated representatives shall meet with the MHTA or its designated representatives to negotiate in good faith. Each team shall limit its representation to not more than seven (7) members unless otherwise agreed upon at the first meeting. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### 2.05 Assistance

Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. If needed, clerical assistance shall be provided at mutual expense.

### 2.06 Study Committee

The parties may appoint joint ad hoc committees to research, to study and to develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report in writing all findings to both parties. All necessary expense incurred by the committees shall be mutually shared.

## 2.07 While Negotiations Are in Progress

### A. Caucuses

The chair of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time the caucus is requested.

### B. Protocol

No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

### C. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding until all items are initialed.

### D. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

### E. Changes in Negotiating Procedures

If either party desires changes in the negotiations procedures that party shall include the proposed changes along with the initial letter sent to open negotiations or the letter of response, as the case may be.

These proposed amendments will become the initial items for discussion in the upcoming negotiations and if agreed upon shall become a part of the total package to be ratified by the MHTA and adopted by the Board.

By mutual consent the amendments tentatively agreed upon may be followed during that particular series of negotiations.

### F. Release of Negotiating Proceedings

No release of proceedings shall be made to the news media during negotiations unless such release is agreed to by both parties. This provision will not limit either party from presenting factual interim reports of progress to their respective parties.

## 2.08 Dispute Settlement Procedures

- A. If agreement is not reached **within forty-five (45) calendar days** of the expiration of this agreement, a mediator shall be appointed by the Federal Mediation and Conciliation

Service ("FMCS"). Said individual shall serve as mediator only and shall act in accordance with FMCS's rules and established practices. All costs of mediation shall be shared equally by the Board and the MHTA.

- B. The procedure set forth in this Section represents a mutually agreed upon dispute settlement procedure, which supersedes the procedures contained in O.R.C. 4117.14I.

## 2.09 Labor/Management Committee

In the spirit of cooperation and in order to maintain open lines of communication, representatives of the Board and MHTA shall meet as a Labor/Management Committee. The Committee shall meet monthly, from September through May, at a time convenient to both parties. Additional meetings may be scheduled by mutual agreement. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than two (2) workdays prior to the meeting, an agenda of the matters to be discussed. Additional items may be added thereafter by mutual agreement. A meeting may be postponed or cancelled by mutual agreement. Each party shall have no more than seven (7) members on the Committee selected by their respective parties. No fewer than three (3) such representatives from each side should remain consistent throughout the school year.

Each building, in a cooperative manner, shall maintain a building level labor management committee that should meet at least once per quarter.

## 2.10 Publication of Agreement

- A. When final agreement is reached through negotiation, the outcome shall be reduced to writing, signed, and submitted to the MHTA for ratification. Following ratification by the MHTA, the Agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of the Master Agreement. No provisions of the resulting Agreement shall discriminate against any employee regardless of membership or non-membership in the MHTA.
- B. Each year the Board shall publish those amendments, if any, negotiated in the last preceding negotiating period and cause them to be distributed to each employee.
- C. Printings of the entire Agreement shall be made by the Board as the Parties deem necessary.
- D. The cost of publication and distribution of the amendments or the entire Agreement shall be borne equally by the Board and the MHTA.

## 2.11 Interim Bargaining

Should either party wish to reopen the Agreement to negotiate a change, they shall serve written notice upon the other party and specify the exact proposal to be negotiated. The other side may decline to negotiate and the parties agree not to make changes or bring the matter up again until normal Agreement negotiations time. Should the parties agree to interim bargaining of a proposal, they shall, within a ten (10) workday period, meet no less than five (5) workdays or until resolution of the issue, whichever is less. Agreement shall be reduced to writing, signed and then incorporated into the Agreement. If agreement is not reached in ten (10) workdays, then the Agreement shall continue unchanged.

## **ARTICLE III MHTA RIGHTS**

### 3.01 Exclusive Recognition

The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s), which have had or may seek bargaining rights by granting such organization(s) rights and/or privileges, which have been negotiated by the MHTA.

### 3.02 Use of School Buildings

The MHTA and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided permission is granted by the Superintendent for meetings held between 7:00 a.m. and 5:00 p.m. on school days and written permission is granted by the Superintendent at all other times. When special custodial service is requested, the Board may make a reasonable charge.

### 3.03 Use of Bulletin Boards, Mailboxes and Parent Communications

The MHTA shall be granted use of the bulletin board space in the employees' lounge of each building. Professional material from the MHTA may be routed to employees through the school mailboxes provided that the material is clearly identified as a MHTA communication. The distribution of MHTA communications shall in no way interfere with the primary purpose of the interoffice mail system as determined by Board Policy or administrative regulation. The employee as representatives of MHTA shall be permitted to contact parents and/or community members regarding public relations activities without reprisal, as long as the information cannot be misconstrued as derogatory towards staff or related to activities supported by the Board of Education.

### 3.04 Documents

Upon written request, the Board will furnish the MHTA, at no cost to the MHTA, available public records within a reasonable amount of time. If the request will be delayed longer than fifteen (15) workdays, the MHTA President will be notified.

### 3.05 Administration of Agreement

In order to administer this Agreement and to facilitate the procession of grievances, the MHTA President or his/her designee will be permitted to leave his/her building following the dismissal of students if a conflict with the business of the District does not exist. However, this should not interfere with the fulfillment of their professional responsibilities for individual assistance to students, parent conferences, staff meetings, curriculum committee meetings, in-service meetings, and the like. Likewise, phone calls to employees to discuss MHTA matters shall not be permitted during the employee's class time or during the above named conferences and meetings.

### 3.06 Released Time for the MHTA

#### A. President or Designee

The MHTA President or his/her designee will be released for up to nine (9) workdays per year at the request of the MHTA President, and upon approval of the Superintendent, without loss of salary or other benefits for the purpose of fulfilling MHTA responsibilities. The MHTA will pay half (1/2) the cost of a substitute if one is needed for such absence. The MHTA President will request approval from the Superintendent in writing when possible prior to the use of a day except in the case of emergency. In a negotiating year, release time may be given to the President or designee up to three (3) additional days upon approval from the Superintendent.

The MHTA President shall be released as needed upon approval of the Superintendent, to execute MHTA business. Within thirty (30) days of the election of the MHTA President, the Superintendent and the MHTA President shall meet to discuss possible adjustments to the employee's schedule to execute MHTA business.

#### B. Delegates

Elected delegates shall not exceed the OEA guidelines (one delegate per 50 employees). The leave will not exceed a total of three (3) workdays for each delegate. Where such delegates are replaced by substitute employees, the cost thereof shall be paid by the MHTA. Employees will submit anticipated absence requests to the Superintendent as soon as the delegates are selected.

### 3.07 MHTA Business

Duly authorized representatives of the MHTA and its respective affiliates not employed by the District shall be permitted to transact official business on school premises at all reasonable times so long as classes are not disrupted in any way. The request for such building use should be in writing to the Superintendent for the building. Such consent will not be denied without good and sufficient reason.

### 3.08 MHTA Dues

Combined professional organization dues shall be deducted in twenty-two (22) equal bi-monthly payments beginning with the last pay in September for the MHTA and any of its affiliated and/or approved organizations.

#### A. Remittance of Deductions

The deductions shall be remitted to MHTA on or immediately after each pay date. The remittance, at MHTA's option, may be deposited directly to a designated financial institution, made available for pickup at the Board office by designated MHTA representatives, or sent to MHTA by U.S. mail. In the event an employee is removed from the MHTA, the balance of the dues owed shall be deducted from the employee's last paycheck under which they were a MHTA member.

#### B. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, last four digits of their Social Security number and amount of deduction.

#### C. Notice of Change in Amount

MHTA shall give written notice to the Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

### 3.09 Fair Share Fee

Any employee who is not a MHTA member shall pay to MHTA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of MHTA.

#### A. Effective Dates

This provision shall be effective on the beginning date of employment for employees. The actual effective date of payroll deduction of the fair share fee shall be provided in written notice to the Treasurer by MHTA at least fourteen (14) days prior to the effective date of the deductions.

#### B. Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of MHTA. The deduction shall be in accordance with the procedures specified in Section 3.08 of this Article. The deduction shall commence in accordance with the effective date of this provision unless the Treasurer receives written notice from MHTA that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction

of the appropriate amount immediately upon written notice of such default to the Treasurer by MHTA.

C. Indemnification; Hold Harmless

The MHTA will indemnify, save, and hold harmless the Board from any cost, expense, or liability that the Board may incur provided:

1. The Board uses MHTA appointed legal counsel.
2. The Board notifies the MHTA immediately of any action taken as a result of this article.
3. The Board gives full cooperation and assistance to MHTA appointed legal counsel.

If any of the foregoing is not complied with the MHTA will not indemnify, save, or hold the Board harmless.

3.10 Discussion of MHTA Business

Matters pertaining to the collective bargaining relationship or to employee grievances or complaints will not be discussed by employees with pupils. The MHTA leadership may contact a student, outside of school hours, if a student is directly involved in a claim of a grievance.

3.11 MHTA Announcements

With prior notice to the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business at the faculty/staff meetings. With the prior approval of the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business by use of the public address system.

3.12 Officer Leave

Upon written request of MHTA on or before July 10, preceding the year of the leave, an employee elected to a state or national office of an affiliated professional organization (e.g., union) may be granted an unpaid leave of absence to serve in such office.

3.13 Bargaining Unit Roster

MHTA shall be provided a current bargaining unit roster on or about October 1 of each year, and upon written request to the Superintendent at other times. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's last name: home address, home telephone number (unless unlisted), work location, area(s) of certification/licensure for each employee, and the dates of expiration for each certificate/license.

### 3.14 Equipment

In accordance with Board policy and administrative regulations, MHTA shall be allowed to use school equipment, including, but not limited to, telephones at all reasonable times when the employee is not involved in instruction and/or the supervision of students, and the equipment is not otherwise in school use. Said use shall be limited to official MHTA business and may not be employed for personal use.

Nothing in this section shall be interpreted to limit the Board's right to enact policies, and through its administrators, enact administrative procedures, which regulate the use of communications equipment, computer equipment, and Internet use for purposes other than MHTA business.

### 3.15 Board Meeting Agendas/Minutes

MHTA shall be provided a copy of the full agenda and minutes of each Board meeting.

## **ARTICLE IV** **GRIEVANCE PROCEDURE**

4.01 The Board and the MHTA agree that in any organization unobstructed communication channels are an important asset.

An effective functioning grievance procedure contributes directly to improved communication channels. Therefore, the Board and the MHTA have adopted the following grievance procedure.

The Board and the MHTA agree that at every phase of the grievance procedure, their representatives, the grievant and the grievant's counsel will have the power and authority to resolve the grievance.

### 4.02 Definition

A "grievance" is any alleged violation, misinterpretation or misapplication of the Master Agreement.

### 4.03 Rights of the Grievant and the MHTA

- A. A grievant shall be represented at any and all steps of the grievance procedure by the MHTA or its affiliates or by its counsel.
- B. The fact that an employee files a grievance shall not be recorded in the employee's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the MHTA, its officers, or employee be

placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

- C. A grievance that affects more than one employee may be filed on behalf of all affected employees by the MHTA provided all affected employees are informed in writing and enumerated on the grievance. Employees not enumerated on the grievance are not eligible to participate in the process set out in Section 4.05.
- D. All formal hearings held under the procedure set out in subsection 4.05I, Level III, shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with both parties jointly agreeing to waive any or all of the foregoing.

#### 4.04 Time Limits

- A. The number of workdays indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance shall be considered resolved and shall not be eligible for further appeal.
- C. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- D. In the event a grievance is filed at such time that it can not be resolved by the close of a school term, the grievance procedure shall continue throughout the summer recess unless the Board and the MHTA otherwise agree.
- E. The temporary absence of an Immediate Supervisor or the Superintendent shall suspend the running of the workdays during the absence of such Immediate Supervisor or Superintendent, but in no case for more than five (5) days additional.
- F. Informal Meetings, Formal Meetings, and Formal Hearings held under Article IV Grievance Procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend.

#### 4.05 Grievance Procedure

##### A. Level I: (Informal Meeting)

If an employee believes there is a basis for a grievance, the employee must first discuss the matter with their Immediate Supervisor in an effort to resolve the problem informally. The supervisor must respond within ten (10) workdays. This discussion may be waived,

by the Immediate Supervisor, if they do not have authority to provide the relief requested.

B. Level II: (Formal Meeting)

If the MHTA is not satisfied with the results of Level I, or the grievant is unable, for good cause shown, to discuss the matter with his/her Immediate Supervisor within the time limit prescribed herein, or the Level I discussion is waived, the MHTA may begin the formal procedure by submitting the formal grievance, on the form attached hereto and made a part hereof as Appendix 3, to the Superintendent. The form must be signed by the MHTA President or his/her designee who must be an employee of the District. If a formal grievance is not filed within twenty (20) workdays after the act or conditions giving rise to the grievance are known, or should have been known, the grievance shall be considered waived. Within five (5) workdays of receipt of the form, the Superintendent shall notify the MHTA President or his/her designee of the date, time and location of the formal meeting. The date of the meeting shall not be later than five (5) workdays after the date of the notification. Within ten (10) workdays after the formal meeting, the Superintendent shall issue a written decision setting forth the reasons therefore, and transmit it to the grievant and the MHTA President or his/her designee and any administrator involved in the grievance.

C. Level III: (Formal Hearing)

The MHTA may, not later than twenty (20) workdays after receipt of the Superintendent's decision at Level II, file a notice of arbitration. The arbitrator shall be selected and the hearing shall be conducted under the rules of the American Arbitration Association ("AAA"). The cost of the arbitrator shall be shared equally by the Board and the MHTA. The decision of the arbitrator shall be binding on the Board, the MHTA, and the grievant(s). Each party shall bear the full cost for its representation in the arbitration proceedings.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the Agreement.

If the Board raises the issue of arbitrability, then the parties shall communicate in advance with the arbitrator in accordance with the rules of the AAA to determine whether the issue should be addressed prior to the hearing on the merits of the grievance.

**ARTICLE V**  
**EMPLOYMENT PRACTICES**

5.01 Contracts – Regular (Limited or Continuing)

All employees shall be issued written contracts in accordance with the Ohio Revised Code and the terms of this Agreement. Such contracts shall include, but not be limited to, the following information.

- A. Name of employee.
- B. Name of the District and the Board.
- C. Type of contract (limited or continuing); if limited, the number of years the contract is to be in effect.
- D. Annual compensation to be paid for the first year of the contract.
- E. Basis for determining compensation, e.g., Class IV, 5 years of experience.
- F. Number of paydays and dates of such.
- G. Number of days to be worked by the employee.
- H. Employee agreement to abide by Board-adopted policies.
- I. Provision for signature and date of signature of employee.
- J. Provision for the signatures of the Board President and Treasurer.

5.02 Continuing Contract and Salary Notices

- A. The contractual or salary notice shall contain a statement of the annual salary and basis of determining compensation, e.g., Class V, 6 years of experience.
- B. The contractual or salary notice shall indicate the number of days the employee is required to work.
- C. The contract or salary notice shall indicate that the amount of salary to be deducted on a per diem basis for unexcused absence will be computed by dividing the annual salary by the actual number of working days.

## 5.03 Supplemental Contracts

### A. Extended Time

All extended time beyond the school year shall be paid on a per diem rate as based on the teacher's present salary contract divided by number of days in the employee's regular work year days. Any employee required by the Superintendent to work extended time beyond the end of the school year shall be notified on or before May 1 of the year in which the extended time will be worked.

### B. Other Supplemental Contracts

All supplemental positions require time beyond the normal teaching day. Job descriptions for supplemental positions are on file with the Board. Supplemental positions listed in this agreement are reserved for qualified members of the MHTA bargaining unit. Only after a vacant supplemental position has been posted in each school building and no qualified member of the MHTA bargaining unit applies for a posted supplemental, the supplemental may be awarded to someone not in the MHTA bargaining unit. It will remain the Board's right to fill or not fill those supplemental salary positions as listed. Only those supplemental positions that the Board intends to fill will be posted. Any additions to the list of positions or combinations of positions shall be made through negotiations with the Superintendent and the MHTA President or designee. If the grade level structure of the District changes during the term of this Agreement, the Superintendent and the MHTA President or designee shall negotiate any changes in the supplemental salary schedule that are affected by such restructuring. Employees who work under a supplemental contract shall not be entitled to additional fringe benefits under this Agreement as a result of any supplemental contract, other than those set forth in Appendix 2.

The following teaching positions are contingent upon accepting the corresponding supplemental as denoted by an asterisk (\*) in Appendix 2:

visual arts, instrumental music and vocal music at all grade levels. Curricular instruction in these content areas shall occur during the school day. If another position in the District exists for which the employee is licensed, the Superintendent has the right to transfer such employee to the other position.

All employees assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Supplemental contracts will expire at the end of each school year unless stipulated otherwise. Such supplemental contracts shall include, but not be limited to, the following information:

1. Name of said employee.
2. Name of the District and Board.
3. Duration of contract.

4. Statement of responsibilities. A job description will be given upon request.
5. The amount of the compensation and the basis upon which compensation will be paid.
6. Dates within which compensation is being provided for said responsibility. Compensation for supplemental contracts performed by employees shall be paid proportionately during the contract year in each paycheck. Pay will begin within two pay periods after official Board action authorizing the supplemental contract. Non-bargaining unit members employed pursuant to a seasonal supplemental contract shall be paid only upon completion of the services involved. Seasonal supplemental contracts shall be those so indicated as shown under Appendix 2.
7. Provision for signatures of the Board President and Treasurer.
8. Provision for signature and date of signing by the employee.

#### 5.04 Renewal or Resignation of Regular Contracts

An employee offered a contract of employment or renewal of a regular contract pursuant to this provision shall execute and return such contract to the Treasurer within fifteen (15) workdays after receipt of the contract or twenty (20) workdays after the contract is sent by registered or certified mail; as evidence of execution and return of the contract, the employee may request a time-stamped copy from the Treasurer; failure to execute and timely return the contract as required herein may be deemed to constitute a rejection of such offer of employment or the employee may be fined Fifty dollars (\$50.00). After execution of the contract by the employee and receipt of said contract by the Treasurer, no employee shall resign from such contract, after July 10, unless released by the Board.

#### 5.05 Filing and Maintenance of Teaching Certificates/Licenses

- A. Employees shall be responsible for filing with the Superintendent all required certificates/licenses issued to the employee by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this Agreement. No right or privilege shall be asserted by an employee by reason of any certificate/license not filed by the employee as provided herein.
- B. If the employee permits a certificate(s)/license(s) to expire, without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each employee to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license with the Superintendent.
- C. The Superintendent will, by October 1<sup>st</sup>, provide a list of employees eligible for continuing contract status to the MHTA president. It shall be the responsibility of the employee to notify the Personnel office for any omissions or additions to the list by

November 1<sup>st</sup>, or the Board shall have the right to defer the continuing contract decision to the following school year.

- D. Failure to hold a valid teaching license as of the first regularly scheduled workday of the school year will be just cause for termination. Should the Board choose not to terminate said employee, the Superintendent shall have the authority to reemploy said employee at the substitute rate if the employee has a substitute license. Once the employee retains a regular teaching license, said employee may be reemployed as a regular employee at the discretion of the Superintendent.

#### 5.06 Probationary Status Pending Receipt of Records

In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and FBI check which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation, which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCII report, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under O.R.C. 3319.16 to formally terminate such employee's contract of employment.

If the employee denies the accuracy of the BCII report and FBI check, the employee shall immediately be placed on leave without pay or benefits for a period of up to sixty (60) days. If within that period, the Board receives a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave, and shall receive back pay for any workdays the employee missed. If within the period of such leave the Board does not receive a corrected report from BCII which is not inconsistent with the employee's answers to questions on the job application, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under O.R.C. 3319.16 to formally terminate such employee's contract of employment.

#### 5.07 Employee Discipline

##### A. Fact Finding

The administration may conduct a fact finding meeting to gather information. The employee shall be notified of the nature of the allegations or the issues of concern prior to the meeting. Such a meeting is not aimed at imposing discipline but rather at gathering facts. The employee must be provided with MHTA representation. If the employee fails to attend a fact finding meeting, they will be considered to have waived their right to present their side of the story prior to a disciplinary meeting.

B. Disciplinary Meeting

The administration shall provide an employee with a disciplinary meeting when the employee is being formally disciplined.

Written notification of the disciplinary meeting shall include the date, time and the alleged issue of concern. It shall state clearly that it is of a disciplinary nature and that the employee must have MHTA representation of their choice. The request for a representative shall not delay the proceedings for more than one (1) workday. The administration may also request the presence of a representative designated by the superintendent.

C. Discipline for Just Cause

Any discipline of any employee except for oral reprimands, including, but not limited to, written reprimands, suspensions with or without pay, demotions, or discharge shall be in writing only for just cause. This just cause standard shall not apply to non-renewal of a teaching contract, the suspension of a teaching contract, transfers, or any other non-disciplinary action affecting an employee.

D. Discipline in Private

Any formal discipline of an employee will be imposed in private and conducted in a professional manner.

5.08 Academic Freedom

The employees and administration seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual differences.

Employees are required to follow the Board's adopted curriculum for their teaching assignment. Employees have the academic freedom to develop and implement innovative instructional strategies and creative ways for students to learn. This includes designing engaging work for students and collaborating with one another to share best practices.

Academic freedom shall be guaranteed to employees, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning the Board approved curriculum.

5.09 Professional Personnel Records

Personnel records shall be kept up-to-date and on file for reference at all times. There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in the Central Office.

A. All material to be placed in an employee's personnel file that may be construed as critical of an employee shall be read and signed by the employee. Such signature

merely acknowledges the employee has read the material to be filed and does not necessarily indicate agreement with its content.

- B. The employee shall have the right to answer any material filed and such answer shall be attached to the file copy.
- C. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.
- D. Each employee shall have the right upon request, to review all contents of the employee's own personnel file in a prompt and reasonable manner during regular business hours. The employee shall be entitled to have a representative of his/her choosing accompany him/her during such review. If the employee desires a copy of any of the contents so examined in his/her file, he/she shall be provided the copy within a reasonable period of time. The first copy of any document in an employee's personnel file shall be without charge. Unauthorized removal of any documents from the personnel file shall be grounds for termination.
- E. An employee may petition the Superintendent in writing to remove a document that he/she claims to be inaccurate, untimely, or unfair from the employee's personnel file. The employee's petition must describe with specificity why the document is inaccurate, untimely, or unfair and may include any supporting evidence/documentation. The employee's claim must be sustained to the satisfaction of the Superintendent or the material will remain in the employee's personnel file. The approval to remove such material by the Superintendent shall not be unreasonably withheld. All removed materials must be placed into a designated district "dead" file.
- F. For confidentiality purposes, where an employee is required to provide medical certification or where a medical report is obtained from a Board selected or mutually selected physician pursuant to the requirements of this Agreement, the medical certification or medical reports shall be maintained in a separate confidential file which shall not be part of the employee's personnel file. Applications for use of sick leave (see Appendix 4) shall be maintained in the employee's personnel file and shall not be confidential.

#### 5.10 Assignments

All returning employees shall be given written notice of their assignment for the forthcoming year no later than June 15<sup>th</sup>. After this date, changes will be made in writing and only after consultation with the employee involved.

Any supplemental contract assignments, in addition to the normal teaching schedule during the regular school year, shall not be obligatory with the exception of art and music, but shall be with the consent of the employee. Each supplemental contract position that the Board decides to fill shall be filled no later than ninety (90) days prior to the starting date of the service for which the supplement is paid, except in extraordinary circumstances.

## 5.11 Vacant Positions

- A. A vacant position is defined as the first position vacated in the district. Any subsequent position(s) that become available as a result of voluntary and involuntary transfers will not be considered vacant, except for the last position available.
- B. Employees should be assigned to positions on the basis of what is in the best interests of the students. Whenever possible, the desires of the employee ought to be accommodated.
- C. Notices of any instructional or administrative positions within the certified/licensed staff shall be posted by the Superintendent for five (5) work days on all faculty bulletin boards prior to the filling of such position. A copy of this notice shall also be sent to the MHTA President. All open positions shall be sent to all employees via school email. By mutual agreement of the Superintendent and MHTA President, the five (5) day posting requirement can be waived.

## 5.12 Transfer Procedure

It is recognized that from time to time it may be in the best interests for the educational program to transfer members of the instructional staff, from one assignment to another or from one building to another. It is further recognized that such transfer may be desired by either the administration or the employee.

### A. Voluntary Transfer

An employee may submit a written request for a voluntary transfer on Appendix 4 to the Superintendent at any time. The request shall be maintained on file until the following July 10<sup>th</sup>. Any employee making a request for a voluntary transfer, and whose request is denied, shall be given written reason(s).

### B. Involuntary Transfer

Any employee involuntarily transferred shall be given written reason(s) for such transfer. Notice of the involuntary transfer shall be given to the employee prior to the start of the school year, except in cases of emergency. The MHTA President shall be given prior notice of any involuntary transfer.

1. In order to promote the best possible education for the children of the District, some involuntary transfers may be unavoidable. No employee shall be involuntarily transferred more than once in three years. An exception may be made if the MHTA President is in agreement that the district is in financial crisis or the alternative would cause a RIF of an employee. When involuntary transfers are necessary, factors, which shall be considered, but are not exclusive, are an employee's area of competence, his/her teaching performance, his/her length of service in the Maple Heights system, and the best interests of the children and the educational program. Employees being involuntarily transferred will be

assigned only to a position for which they are qualified. There shall be written notification by certified mail or by hand delivery notifying employees of involuntary transfer. Refusal to accept certified mail or hand delivery will constitute waiver of notice by the employee. Prior to the written notification of an involuntary transfer, there shall be a meeting of the employee involved and the Superintendent or his/her designee to explain the circumstances of the transfer.

2. When an employee is transferred, the employee shall be provided two days to pack and unpack teaching materials. If the move occurs during the school year, a substitute shall be provided for those two days. The employee shall also be provided with necessary packing materials and the necessary custodial services to move the materials. This provision does not apply to transfers made prior to the start of the school year in which the transfer is to occur unless it occurs after August 15<sup>th</sup>.

### 5.13 Reduction in Force

The Board may make a reduction in teaching staff for any of the reasons set forth in O.R.C. 3319.17. When making such reductions, the procedures set forth below shall apply.

The following procedures which apply to all contracted employees and govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils, return to duty of regular employees after leaves of absence, suspension of schools, territorial changes affecting the District, changes in curriculum, changes in the use of instructional personnel, and actual or projected shortage of funds. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certified/licensed employee non-renewed under O.R.C. 3319.11 or for performance reasons.

#### A. Attrition

To the extent possible, the number of persons affected by a Reduction in Force will be minimized by not employing replacements for employees who retire or resign or whose limited contracts are not renewed.

#### B. Layoff

Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. For all employees being evaluated, evaluations that are rated Accomplished and Skilled will be considered comparable and will be placed in the same category for the purposes of reduction in force. Evaluations that are rated as Developing will be considered a separate category for purposes of reduction in force. Evaluations that are rated as Ineffective will also be considered a separate category for purposes of reduction in force. All three (3) categories will then be ordered by seniority as defined in Article 1, Section 1.03, Subsection N. Employees with the least seniority

rated ineffective shall be laid off first. Then employees in the Developing category shall be laid off by seniority. Finally, employees in the Accomplished/Skilled comparable category shall be laid off by seniority.

2. Should an individual be certified/licensed in another area, he/she shall be permitted to cause the layoff of a less senior individual teaching in that area.

C. Suspension of Contracts

1. Notices of suspension of contracts shall be given in writing no later than June 1. Prior to mid-contract suspension, the Board will give a thirty (30) day notice of intent to suspend to the affected employee with a copy to the MHTA.
2. An employee suspended under this provision of the Agreement shall not be entitled to a hearing due to such suspension.
3. An employee holding a continuing contract who receives notice of suspension under this provision shall have the right to be recalled under provisions of this Article for five years. An employee holding a limited contract who receives notice of suspension under this provision shall have the right to be recalled under this Article for two school years beginning with the first workday of the following school year.
4. This provision shall not be interpreted as granting a limited contract employee a pre-existing contract right.
5. Employees suspended under this Article shall not be deemed to be unemployed until August 1 of the year in which they were suspended. If the employee receives no notice of future employment by August 1, the employee shall then be deemed unemployed and shall be eligible to file for unemployment compensation.
6. An employee who, at the time of suspension, held a full-time position may decline recall to a less than full-time contract position without loss of recall rights.

D. Recall

The Superintendent shall maintain a recall list that includes only employees who have had a contract suspended under this Article. Once an employee receives notice that his/her contract has been/will be suspended under this Article, he/she will have the following rights.

1. No new employee will be employed by the Board before first determining whether any employee on the recall list is eligible for recall by use of the method described in this Section.
2. The criteria for determining eligibility for recall shall be in reverse order of the suspension of contracts and the certificates/licenses the employees have on file with

the Superintendent at the time a position becomes open that the Board determines to fill.

3. Employees who voluntarily elect to delete an area or areas of certification/licensure from their teaching certificate/license must notify the Superintendent of such change. In that event, such employees are not eligible for recall, in the event of a reduction in force, in any certification/license area that has been deleted from the State-issued certificate/license at the employee's request.
4. If a vacancy occurs, notice will be sent via certified letter to the last known address of all employees on the recall list who are eligible for recall according to this Section. It is the employee's responsibility to keep the Board informed of their current address. All employees are required to respond in writing to the superintendent within ten (10) days of sending of notice. If more than one employee responds to the vacancy notice, the Superintendent shall recall the employee pursuant to Article 5, Section 5.13, Subsection D, 2. Any employee who fails to accept the position within seven (7) days will forfeit all recall rights.
5. An employee on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave and salary schedule placement as they held at the time of layoff. An employee on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate in those benefits, which are provided to employees in active employment, provided that the employee pays the group rates for such benefits. The employee shall make payments monthly.
6. An opening does not have to be posted if it is filled by an employee from the recall list.
7. An employee on layoff status shall be considered as a substitute for any absent employee.

#### 5.14 Employee Assistance Program

The Board shall provide an Employee Assistance Program ("EAP") for employees. Participation in the program shall be strictly voluntary, though an administrator may recommend an employee consider using the EAP.

#### 5.15 Falsification

Falsification of any document, form or certificate submitted by or statement made by an employee, under this Agreement, is cause for disciplinary action, up to and including suspension or termination under O.R.C. 3319.16. Both the employee and the Board recognize that submission of an electronic form, document or transmission is the equivalent of a signature on a form.

## 5.16 Forms

All forms created by this Agreement, and required to be submitted by an employee shall be made available electronically. The initial application form needed to apply for Workers' Compensation shall also be made available in all buildings.

## 5.17 Internship/Clinical Experience

An employee must receive the Superintendent's approval prior to utilizing work experience in the District toward hours necessary for an internship or Clinical course/degree requirement.

# **ARTICLE VI EMPLOYMENT CONDITIONS**

## 6.01 Teacher Work Load

- A. Efforts will be made to continue to provide a balanced and equitable instructional load for teachers at all levels of instruction. Instructional loads will be evaluated annually to ensure balance and equity. Ideally, a teacher shall not be assigned to excessive teaching load; however, under unusual circumstances, it may be necessary to assign a teacher to more than the normal teaching load.

B. Work Day

The employee workday shall not exceed seven and three-quarter (7 <sup>3</sup>/<sub>4</sub>) continuous hours including a lunch period. The lunch period shall be duty free and uninterrupted; and shall be no less than thirty (30) consecutive minutes. An employee directed by his/her Immediate Supervisor to work during the lunch period in an emergency shall be compensated at the spot substitution rate.

In addition to the exceptions enumerated in other sections of this Agreement, the workday shall also include the additional following exceptions:

1. Staff Meetings (High School, Middle School, Elementary): A maximum of two (2) staff meetings per month not to exceed forty-five (45) minutes in duration. Meetings can take place either before or after school. An established schedule shall be provided to employees within the first two weeks of school year. In the event there is a meeting date change, every attempt will be made to notify employees one week before the rescheduled date. In the event the rescheduled meeting must take place sooner, any staff member unable to attend rescheduled meetings shall not be subject to any disciplinary action providing they have notified their immediate supervisor of a reasonable excuse prior to the meeting.
2. Department Meetings (High and Middle School): A maximum of one (1) after-school department meeting per month not to exceed forty-five (45) minutes in duration

beginning no later than 10 minutes after student dismissal conducted by the appropriate Department Chairperson or an administrator.

3. Teacher Based Teams (TBT) Meetings (High School, Middle School, Elementary): A maximum of two (2) TBT meetings may be held per month, not to exceed forty-five (45) minutes in duration.
4. Superintendent Meetings (High School, Middle School, Elementary): The Superintendent may, from time to time, need to communicate important district information to all staff through a face-to-face meeting. A meeting of this nature will not be a regular occurrence. The meeting will be held either immediately before or after school or as an early release or delayed start school day. Staff will be notified of the time and place of the meeting in a timely manner.
5. Programs Beyond the Workday: An employee shall not be required to attend more than three (3) building specific programs selected by the employee beyond the regular workday each school year, provided that one (1) such program shall be the respective school's Open House, if one is conducted. The building specific programs will be from a list provided by the building administrator. The meetings required by subsections 1, 2, 3 and 4 above shall not apply to this limitation. Employees assigned to more than one building shall be required to attend only three (3) programs.
6. Staff Development: A maximum of four (4) in-service meetings for three and one half hours, for all teachers new to the District, but excluding employees returning to the District.
7. Early Release: If the District offers early release times during the school year, at least one meeting will be dedicated to district wide subject based collaboration.
8. Building Access: An employee shall be allowed access to the school building to which the employee is assigned for no less than the time between 7:00 a.m. and 6:00 p.m. each day.

C. Decreased Class Size

The Board recognizes the desirability of decreased class sizes, limited class load, (media specialists, speech pathologists and school nurses), and will make its best efforts to address these areas as additional financial resources may become available.

D. Planning Time

Employees will be scheduled for a minimum of two hundred and twenty five (225) minutes of planning time per week (i.e., during a five day school week, with a minimum of thirty (30) consecutive minutes each school day). As set forth in Section 6.15 below, an employee who is called upon to substitute for another teacher or supervise another teacher's class during their planning time will receive spot substitution pay. An effort will

be made to divide spot substitution equitably among employees. Planning time in a period shortened day will be prorated based upon the shortened student day.

E. Scheduling Committee

In a cooperative spirit, the building administration and employees shall establish annually a scheduling committee at each building consisting of a representative of all stakeholders (minimum three (3) MHTA members). Each committee will meet at least two (2) times per school year. The committee will review and resolve issues regarding lunch, planning and duty time in the schedule. Each committee will submit and present a written report to the Labor/Management Committee for approval in enough time for decisions/revisions to be made for the following school year.

6.02 Pupil/Employee Ratio

The Board recognizes the desirability of decreased class sizes, limited work load, employment of additional elementary specialists, guidance counselors, school library media specialists, speech pathologists, elementary liaisons and special education coordinators, and will make its best effort to achieve these goals as additional financial resources become available. Under optimal conditions, class size for any employee should not exceed twenty-five (25) students per employee except in classes where learning benefits from larger student numbers such as, but not limited to, band and choir classes. In the event that an individual employee's class size exceeds the optimal conditions identified, the MHTA shall notify the administration who will attempt to achieve equitable distribution of students.

Other exceptions may be made where the employee, MHTA, and the Immediate Supervisor agree in writing to the exception or where the exception is temporary because of an emergency. Class size for various programs for exceptional students, including, but not limited to, special education and intervention, should conform to law and to accepted optimum professional standards, but should be not less than those in effect in the respective Ohio Operating Standards as of July 1, 2014. The Superintendent shall inform the MHTA President prior to requesting a waiver pertaining to class size.

6.03 Student Learning Stations

The Board recognizes that it is desirable that classrooms established for specialized purposes, such as but not limited to laboratory classrooms and technology classrooms, should have no more students assigned to such classrooms than the number of student learning stations provided in the classroom.

6.04 Elementary Specialists

The Board recognizes that it is desirable that the ratio for elementary art, music, and physical education specialists should be one such respective employee for each four hundred fifty (450) elementary school students or major fraction thereof.

6.05 Guidance Counselors

The Board recognizes that it is desirable that the ratio of high school and middle school guidance counselors should be one such employee for each three hundred fifty (350) students or major fraction thereof in each school. The ratio of elementary guidance counselors shall be one (1) for each seven hundred (700) students or major fraction thereof.

6.06 School Library Media Specialists

The Board recognizes that it is desirable that the ratio of school library media specialists should be one such employee for each six hundred fifty (650) students or major fraction thereof.

6.07 Speech Pathologists

The Board recognizes that it is desirable that the ratio of speech pathologists should be one such employee for each six hundred fifty (650) students or major fraction thereof.

6.08 "Mainstreaming" and Inclusion

The Board recognizes that it is desirable that when disabled or other exceptional students are "mainstreamed" or otherwise placed in regular classroom assignments through inclusion programs and an inclusion teacher or aide is not assigned to the class, the class size limit of the employee to whom such students are assigned should be reduced by two (2) students for each such "mainstreamed" or inclusion student. The number of students should not exceed one-third of the total number of students assigned to the class. When feasible, placement of students with IEP's in regular education classes may be divided equitably among comparable employees.

6.09 Health/Medical Services

When a student requires health and medical services, the employee shall contact their immediate supervisor to establish a progression of responsibility for student care.

6.10 Music, Art, Physical Education and Employees

Music, art, and physical education should be taught by special employees with certification/licensure in these fields.

6.11 Special Education Coordinators

The Board recognizes that it is desirable that there should be one special education coordinator at the elementary level and one special education coordinator at the secondary level. Should the Board desire to create a special education supervisor(s), MHTA will allow the position of special education coordinator(s) to be eliminated.

6.12 Sections 6.02 through 6.11 are not subject to the grievance process.

### 6.13 Playground Supervision

Where in the judgment of the Immediate Supervisor circumstances make it difficult for one person to accept the duty of Playground Supervisor, the responsibility shall be shared. Regardless of whether or not the employee volunteers, compensation shall be prorated. The procedures for necessary substitution shall be developed by the Immediate Supervisor. Payment under this section shall be made twice yearly: once in February and once in June.

### 6.14 Traveling Employees

Employees with teaching assignments, assigned to more than one building in a school day, shall not have to travel during their planning or uninterrupted lunch. Traveling employees shall be allotted thirty (30) minutes to travel between teaching assignments on different campuses and fifteen (15) minutes to travel on the same campus.

### 6.15 Spot Substitution

An employee may be required to give up their planning time to substitute for another employee at either the elementary or secondary level.

For the safety of the students, the Immediate Supervisor can expect employees to supervise classes for employees who must be absent even when the employee is not certificated/licensed to teach the same subject as the absent employee. The employee would not be expected to teach the class if not certificated/licensed, but would as a certificated/licensed person, be expected to supervise the students while they do work assigned by the regular employee, or study. Employees with the same certification/licensure as the absent employee will be assigned when possible. No elementary art, elementary physical education, or elementary music employee will be removed from his/her regular teaching assignment to substitute for another employee.

The administration will do all in its power to obtain substitutes who can competently take over special subjects (art, music, etc.) in the elementary schools. As all elementary employees are certificated/licensed to teach these subjects, the regular employee will be assigned to teach classes when substitutes are not available.

### 6.16 Replacement for year long leave of absence

When notification is given to the Superintendent before July 10<sup>th</sup> that a position is available through any leave of absence for an entire school year the position will be filled with an MHTA employee under a one-year limited contract. Every effort will be made to fill the position with a content area licensed employee.

### 6.17 Lesson Plans

Standardized templates will be used for lesson planning. Templates are found in Appendix 5. Employees will have lesson plans readily available and use and update the district-approved, computer-based system (currently Progressbook) regularly.

### 6.18 School Calendar

A. The School Calendar shall be adopted annually by the Board. Prior to adopting the calendar, the MHTA will be afforded an opportunity to provide input concerning the calendar. One way such input may be provided is by the MHTA raising the issue as an agenda item at a Labor-Management Committee meeting (Article 2.09).

#### B. Days part of the school calendar

The School Calendar will not include more than the following: One hundred and eighty-eight (188) days, with one hundred and eighty-four (184) days for returning employees and one hundred and eighty-one (181) days for students.

Employee days will include:

1. Two (2) days at the beginning of the school year: half of each day will include convocation and building meetings and half of each day will consist of teacher directed classroom preparation.
2. Three (3) quarter (1/4) records days; one at the end of each grading period.
3. One (1) records day the last day of school.

C. On days in which school is delayed or cancelled due to a calamity or emergency situation, employees shall not be required to report to work or do work from home the first five (5) days. Beginning with the sixth (6<sup>th</sup>) day, employees may be required to report to work when the Superintendent deems conditions are safe to travel.

### 6.19 Work Environment

The Board will provide a safe, clean, healthy and secure work environment. As such,

- A. The Board shall require all visitors to any Board-owned facility to report to the main office of each building immediately when entering, sign in on the visitor's list, obtain and wear a visitor's pass, and sign out when leaving.
- B. A telephone will be maintained in each regular classroom.
- C. The Board will strive to provide adequate security staff in the District.

### 6.20 Employee Relocation

The Board shall provide all necessary assistance to move the equipment, materials, and all other professional belongings of an employee whose classroom assignment or program has been relocated to another room or building.

#### 6.21 Classroom Interruptions

Classroom interruptions by the public address system are to be kept at a minimum. Alternatives to general announcements shall be used whenever possible. Classrooms shall be free of interruptions by unnecessary maintenance and construction work.

#### 6.22 Student Performances

An art, music, or physical education teacher required to present an after-school or in-school performance program by students shall be provided sufficient released time to prepare and rehearse said program. Employees will request the release time from their immediate supervisor with the approval of the Superintendent. A substitute employee shall continue the classes of the teacher released.

#### 6.23 Equipment, Tools, Supplies, and Materials

Each school building shall contain such equipment, supplies, and other materials in good, usable, and working condition as necessary for the performance of the duties of the employees. Supplies and other materials will be available at the beginning of the school year when feasible. Supplies will be restocked as necessary throughout the school year. Employee recommendations shall be considered regarding the specifications for such items before such items are purchased.

#### 6.24 Instructional Materials

The Board shall provide to each employee the materials, supplies, district online grade book, technical training, and support required for the employee to adequately perform his/her duties. Current books and supplemental materials shall be provided for all students on the employee's class roster in the first few weeks of school when feasible.

#### 6.25 Instructional Technology and Support

The Board shall provide to each employee a functional computer, printing capabilities and the technology, training and support in the opinion of the Board, required for the employee to adequately perform their duties. Once trained, the employee will use the technology, when feasible. For new employees, at least one half of one of the four days of orientation shall be for computerized training on electronic district forms, school email, Progressbook and DASL.

#### 6.26 Employee Facilities

The Board will provide separate workroom, lunchroom, and restrooms.

#### 6.27 Residency

Residency within the District shall not be a condition of employment, re-employment, promotion, attaining continuing contract status and/or transfer.

## 6.28 Drug & Alcohol Testing

### Pre-Employment Alcohol and Drug Testing

All applicants for positions identified by the District as safety-sensitive positions including persons previously employed by the District will be required to submit to testing for alcohol, drugs, or controlled substances as a condition of employment once the job offer is made, pending medical testing. All applicants for supplemental positions, except employees who are currently employed by the District in another position, will be tested under this section. Applicants testing positive will not be hired by the District. An applicant refusing to submit to testing will not be considered a valid candidate for employment with the District and said application will be considered withdrawn. Such applicant will not be reconsidered for employment with the District for at least twelve (12) months and only upon documented proof of successful completion of a drug and/or alcohol rehabilitation program, and submission to testing.”

## 6.29 Preparation of IEPs

An employee assigned to prepare an Individual Education Plan (IEP) will be released from their regular assignment equal to two (2) hours in not less than thirty (30) minute increments for each IEP that they have to prepare. On calamity days when employees are required to report to work, any employee that has IEP's due with the next sixty (60) days must clearly identify, for their building administrator, which IEP's they will be working on during that time.

## 6.30 Timely Response to Communications To/From Parents and Students

All employees shall respond to telephone and e-mail messages from parents on a timely basis. Timely basis shall mean that such response shall occur on the same day as the message was left/sent, but in no event shall such response be later than forty-eight (48) hours if possible after said message was left/sent.

## 6.31 Grade Book

Employees will maintain the District's on-line "Grade Book" program in a timely manner and shall post grades and enter interims and report cards so parents and students can know the status of the student's grades at all times. Parents without computer access can request a copy from office staff.

## 6.32 Walkthroughs

In order to be effective instructional leaders, the administration will conduct individual or group walkthroughs of employee's classrooms. The primary purpose of walkthroughs is to support, assist and provide positive and constructive feedback to employees regarding their instructional practices. Large group (no more than four (4) individuals) walkthroughs will occur no more than twice quarterly in any employee's classroom.

6.33 Professional Attire

In order to send the appropriate message about professionalism in the workplace, all employees will dress professionally, on every work day when students are in school. Exceptions to this rule will be made on administratively designated "spirit days".

**ARTICLE VII**  
**ABSENCE AND LEAVE**

7.01 Unpaid Leave Guidelines

In the event an employee has no remaining appropriate leave days and requires additional leave, the employee must secure approval from the Superintendent prior to using any unpaid leave of absence, except for in emergency situations. Approval will not be denied without proof of falsification.

7.02 Sick Leave

- A. Accumulation of sick leave shall be limited to three hundred thirty (330) days. Sick leave may be taken in no less than one-half (1/2) day increments except where sick leave is taken at either the beginning or end of a workday. Where sick leave is taken at either the beginning or end of a workday, the sick leave may be taken in no less than one-quarter (1/4) day increments. For purposes of this subsection, a quarter (1/4) day shall be defined as follows: a quarter-day of sick leave shall mean the first two (2) hours or last two (2) hours of the employee's workday.
- B. Sick leave shall be accumulated at the rate of 1-1/4 days per month beginning with the first month of employment.
- C. A full-time employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave. Acceptable reasons for leave with pay are personal illness, pregnancy, adoption of a child, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the immediate family. The "immediate family" is to be interpreted to mean: father, mother, sister, brother, husband, wife, child, stepparent, stepchild, grandparent, grandchild, in-laws with the same relationship or a person living in the household.
- D. Employees who have accumulated leave with pay from state, municipal, or previous board of education employment in Ohio, upon entering the service of the Board shall make application to the former employer for a written statement of the approved amount of accumulated sick leave. This statement shall be forwarded to the Treasurer who shall credit the employee with the amount of such accumulated sick leave, up to the maximum set forth in 7.02(A).
- E. Upon receipt of a written request from the employee, the Board will advance sick leave to new employees, who have not yet earned sick leave, and veteran employees who have exhausted all the leave they have earned. The amount of sick leave advanced

shall be equal to, and shall not exceed in total, the amount the employee would earn during the school year in which it is granted. If for any reason employment is terminated and the employee has used more than the amount of sick leave earned, any excess shall be deducted from the employee's final paycheck. If the sum owed the Board is in excess of the final paycheck, the employee shall reimburse the Board within thirty (30) days of termination of employment.

- F. Deduction for absence shall be on a per diem basis using the actual number of days to be worked, i.e. 184, 188.
- G. All employees shall utilize a district-approved, computer-based system (currently Aesop) to document the use of any leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. The filing of a false statement or report shall result in disciplinary proceedings, which may include termination of the employee's contract.
- H. During the course of each school year, should an employee be absent for any reason set forth in section 7.02C, for four (4) consecutive days, where no documentation of the reason has been provided, an employee must furnish a certificate from a licensed physician documenting the reason for the absence. See Appendix 6. It is desirable that the employee should notify his/her immediate supervisor at their earliest convenience if the employee feels their illness could extend up to four (4) consecutive days.
- I. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.
- J. Notification by the employee to the District-approved, computer-based system (currently Aesop) of a teacher's absence due to an appropriate sick leave reason should be made no later than two (2) hours prior to the start of the school day.

### 7.03 Bereavement Leave

- A. An employee shall be allowed up to five (5) days of absence without loss of regular pay per school year, not chargeable to sick leave, in the event of a death in the immediate family. Bereavement leave may be taken in one-half (1/2) day increments.

- B. The immediate family shall be defined as father, mother, brother, sister, husband, wife, child, stepparent, stepchild, grandparent, or grandchild, in-laws with the same relationship or person living in the same household.
- C. An employee shall be allowed one (1) day of absence without loss of regular pay (but no more than one (1) day per school year), not chargeable to sick leave, to attend the funeral of other relatives. This leave may be taken in one-half (1/2) day increments.
- D. If the death of a member of the immediate family of an employee occurs at a distance greater than three hundred (300) miles from Maple Heights, the employee may be allowed an additional absence of up to one (1) workday per school year without loss of pay, not chargeable to sick leave, for travel time.
- E. Under no circumstances shall the leave set out in section 7.03 be accumulated from one school year to the next.

#### 7.04 Professional Meetings and Conferences

- A. Employees are encouraged to attend professional meetings that contribute to the improvement of the educational programs. In order to regulate attendance to these meetings, certain procedures must be observed.
- B. An employee wishing to attend any professional conference, meeting, or convention shall file a written request on the form using the online professional development/conference form located on the district website to the Superintendent through the Immediate Supervisor. Within five (5) workdays of receipt, the Immediate Supervisor shall initial the request and forward it to the Superintendent who may grant such request with or without full deduction of pay. Employees sent to such conferences as representatives of the Board shall have no deduction in pay. The Superintendent will evaluate requests for reimbursement, if any, for each approved trip. If this procedure is not followed, the trip will not be approved and will not be authorized.
- C. Employees attending professional conferences or meetings at Board expense shall brief the Board or brief the District at a staff meeting about the event when requested.
- D. Professional development sessions that occur outside of the school day can be outstanding opportunities for growth and improvement. Attendance for these professional development opportunities are not required although it is one way in which employees can remain current with best practices and enhance personal growth.

#### 7.05 Jury Duty

- A. When a jury summons is received, the employee shall notify the Superintendent promptly.
- B. If the employee serves as a juror, the employee will receive full compensation for each full workday of jury duty served provided (1) that if the employee is released from jury

duty prior to 1:00 p.m., they will report to work and serve the remainder of the employee workday; (2) the employee completes a form provided by the Treasurer to seek coverage under this section (See Appendix 8) until such time where appendix forms can be electronically submitted and the employee will utilize a district-approved, computer-based system (currently Aesop) to document the use of any leave; and (3) the employee delivers to the Treasurer any and all monies received in payment to the employee from the court as and for juror compensation and/or expenses.

- C. Employee travel expenses while serving jury duty on a work day will be reimbursed by the Board not to exceed the daily court reimbursement.
- D. Any employee who serves as a juror but who fails to comply with the mandates of this Section shall not be entitled to compensation for any days served as a juror. This provision shall not be utilized for any purpose other than jury duty and the Board shall not compensate the employee for court appearances under this Section that are not as and for jury duty.

#### 7.06 Personal Leave

- A. Each employee shall be entitled to up to three (3) days of absence, with pay, each school year (non-cumulative) due to personal reasons (as defined below), which days shall not be deducted from sick leave. Requests for personal leave shall be submitted to the Immediate Supervisor on a district-approved, computer-based system (currently Aesop), at least three (3) regularly scheduled workdays in advance of the days for which leave is requested, except in documented emergencies (i.e., for circumstances that require the employee's immediate attention and were not known and could not have been known about twenty-four (24) hours in advance).

In a documented emergency situation, the employee must complete the personal leave request form (Appendix 9) until such time where appendix forms can be electronically submitted on the day the employee returns to work and specifically identify the nature of the emergency and attach any relevant documentation. Where personal leave is taken at either the beginning or end of a workday, the personal leave may be taken in no less than one-quarter (1/4) days increments.

For purpose of this subsection, a quarter (1/4) day shall be defined as follows: A quarter-day of personal leave shall mean the first two (2) hours or last two (2) hours of the employee's workday. Emergency personal leave requests must be made on the appropriate form (Appendix 9) until such time where appendix forms can be electronically submitted. No request will be approved unless all sections are completed. Personal leave utilized in violation of this Section shall be cause for disciplinary action including suspension or termination of employment under O.R.C. 3319.16.

- B. Personal leave shall include but not be limited to major disaster affecting immediate family property; closing of loans on property; court appearance; wedding of employee; immediate family member receiving awards; immediate examination for military service;

religious holidays, any business activity of major significance which cannot be handled before or after school or on a weekend.

- C. Personal leave shall not include recreational activity; gainful employment; making application for employment elsewhere; purchasing an automobile; major electrical appliance, etc; accompanying a husband or wife on a business trip; extension of sick leave; attending a fraternal function; friend's illness; wedding anniversaries; and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.
- D. Personal leave will not be approved by the Superintendent on any of the following days, except under very unusual circumstances and where the request for leave is in writing:
  - 1. The first and last week of school;
  - 2. The workday preceding or following a day (or days) when school is closed for the holidays;
  - 3. Professional conference days.
- E. Unused personal leave shall be converted to sick leave on the first pay in July.

#### 7.07 Parental Leave

- A. An employee may request and be granted a parental leave of absence without pay or benefits on the conditions set forth below:
  - 1. The parental leave of absence shall be for the balance of the school year in which delivery or de facto custody of a child being adopted occurs, or prior to receiving such custody, if necessary, to fulfill the requirements for adoption, except that an extension of one (1) year shall be granted if delivery or custody occurs after March 1 and is requested by an employee no later than April 15 preceding the year for which such leave is requested. Leave may be terminated earlier as hereinafter provided.
  - 2. The leave may be extended for one (1) additional school year upon the request of the employee to the Board, made not later than April 15 preceding the year for which such leave is requested. No later than April 15 of the first school year of parental leave, the employee shall do one of the following:
    - a. notify the Superintendent in writing of the employee's intent to return to work the subsequent school year; or
    - b. request an additional school year of parental leave that may be granted.

Failure to notify the Board in writing by April 15 pursuant to this section of the employee's intent to return to work or request additional parental leave shall be deemed an abandonment of the employee's employment and a voluntary resignation of the employee's teaching contract.

3. Failure to obtain custody of a child in an adoption or the termination of pregnancy, application for reinstatement may be made by the employee at any time during the school year, but no later than July 10. The employee may be reinstated no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph (2) above.
  4. Upon return from approved parental leave, the employee shall be entitled to reinstatement to the same or similar position with the same contractual status which the employee held prior to the leave. If said leave is extended, the same provision shall apply.
  5. An employee on parental leave may continue to participate in group insurance benefits under COBRA.
  6. An employee on parental leave of absence will not be denied the opportunity to substitute in the School System by reason of the fact that he/she is on such leave of absence.
- B. A pregnant employee may use up to six (6) calendar weeks of sick leave after the birth after which the employee must return to work or be granted an unpaid leave pursuant to other provisions of this Agreement. However a documented illness after the six (6) week period can extend sick leave and the District will pay the premium for hospitalization and life insurance for the balance of the school year in which such leave is commenced or for a period of three (3) months, whichever is shorter; which shall be granted for disabilities resulting from her pregnancy and for her period of confinement. Where benefits are not paid by the District, the employee may continue to participate in benefits provided other employees by payment of the group rate for such benefits.
- C. The employee shall complete and be able to use the options available in Appendix 10 to use parental leave.

## 7.08 Sabbatical Leave

### A. Professional Improvement: With Compensation

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for not more than one (1) school year or less than one (1) college quarter for the purpose of professional improvement subject to the following conditions:

1. Not more than two teaching staff members and one non-teaching staff member may be on leave at any one time.

2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth.
3. A satisfactory substitute must be available, who shall be a first-year teacher at the bachelor's degree level if possible.
4. Upon evidence that the professional growth plan has been completed satisfactorily, the employee shall be eligible for partial compensation in accord with the following restrictions.
  - a. The employee must be willing to return to the employ of the District for at least one (1) year following the leave.
  - b. Compensation shall be limited to the difference between the employee's salary as scheduled in the District and the amount paid to his/her replacement, such compensation to be paid upon evidence of the employee completing the professional growth plan.
  - c. The employee shall refund the entire compensation if the employee does not complete one (1) year of service following such leave.
  - d. The Board shall not seek recovery from the estate of a deceased employee who died during the year following the sabbatical leave.
- F. An employee upon return from leave, shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment. (An employee may continue available benefits at their cost while on leave, provided the company providing the benefits will allow such continuation.)
- G. No employee shall be granted such leave more often than every five (5) years, and leave will not be granted more than once to the same individual until requests of other eligible employees are considered.

**B. Professional Improvement: Without Compensation**

Employees who have been employed by the District for at least three (3) consecutive years may be granted leave for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions:

1. Not more than two employees and one non-teaching staff member may be on leave at any one time.

2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth. Upon return, evidence shall be submitted of the attempted compliance with the plan.
3. A satisfactory substitute must be available.
4. Upon the return to service, the employee shall resume the contract status previously held and shall be granted salary increments (except for experience credit for the period of absence), and other benefits provided by law or by action of the Board.
5. A request for an extension of such leave for not more than one (1) additional school year will be considered under special circumstances.

C. Leave of Absence for Exploring An Alternate Career

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for no more than one (1) year to explore an alternate career, subject to the following conditions:

1. Not more than five (5) employees may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request no later than July 10 of the year in which the leave will commence for the following school year.
3. Should an employee choose to return to the District following the year of leave, he/she must notify the Superintendent of this intention by April 1 of the year in which they would return. If they choose to resign, a letter of this intention must be received by April 1 of the year the leave expires. If notification is not received by the deadline date the employee will be deemed to have abandoned their employment and to have voluntarily resigned their teaching contract.
4. During the time of the leave, there will be no compensation paid. An employee on leave may continue available benefits at their cost while on leave, provided the company providing the benefits will allow such continuation.
5. An employee who chooses to return from leave shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment.
6. A request for an extension of such leave for not more than one (1) additional school year will be considered under special circumstances.

#### 7.09 Extended Illness and/or Disability Leave

- A. A request for an unpaid leave for extended illness and/or disability must be made in writing to the Superintendent. Leave will be granted only upon certificate of a licensed physician that an extended illness or disability exists. An employee who is granted a leave of absence for extended illness and/or disability shall receive any and all fringe benefits, which they would otherwise have as an employee of the District for a period up to six (6) months from the initial date of absence. In the event an employee has applied for and been denied STRS Disability and they are appealing that decision, the employee would have up to an additional twelve (12) months.
- B. An employee who is on extended illness and/or disability leave must apply for and accept immediately STRS disability benefits as soon as the employee becomes eligible. Such coverage shall cease if and when the employee receives disability retirement payments from the State Teachers Retirement System. Failure to apply for STRS Disability will result in the loss of rights covered under section A above.
- C. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that medical report(s) addressed herein can be released to the Board. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.

#### 7.10 Public Calamity

In the case of absence resulting from travel difficulties between the employee's local residence and their place of employment, provided these difficulties are caused by flood, storm, or other uncontrollable conditions, the salary deduction shall be waived, upon approval of the Superintendent, if such absence was imperative to the protection of property and personal safety of the employee and/or their immediate family. The employee shall inform the school of the calamity at the earliest reasonable time so that the best provisions for the employee's classes can be made. Such approval shall not be unreasonably withheld.

#### 7.11 Federal Family and Medical Leave

The Board will comply with federal law regarding FMLA. However, all FMLA shall run concurrently with sick leave, and employees shall be entitled to use intermittent leave.

## 7.12 Professional Growth Leave

Employees are encouraged to maintain professional memberships and take part in the various local, state, and national organizations. Employees are strongly encouraged to continue their formal education. It is also desirable that employees participate in various conferences, professional meetings, school visitations, and workshops. Upon prior approval of the Superintendent and the Board, and assuming the availability of funds, all necessary and reasonable expenses (i.e., registration, meals, lodging, transportation, etc.) incurred by employees attending such conferences, meetings, visitations, and workshops will be reimbursed by the District.

## 7.13 Assault Leave

- A. An employee who is absent due to disability resulting from an unprovoked assault upon said employee where the assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall be granted up to thirty (30) workdays of assault leave provided all provisions of this section are met. During such assault leave, said employee shall be maintained on full pay status.

### Provisions:

1. An employee who has been threatened with assault or assaulted in connection with the performance of an assigned duty of the Board shall notify their Immediate Supervisor immediately. Within twenty-four (24) hours of the incident the employee, when physically possible, will provide their Immediate Supervisor with a written report of the incident (see Appendix 11). Such report shall be signed by the employee. The employee may need to provide additional written information to their immediate supervisor upon request. The employee may also file a police report with the appropriate law enforcement agency.
  2. A certificate from a licensed physician, attached at Appendix 7 shall be required before assault leave can be approved for payment if the leave exceeds two (2) days. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.
- B. Any assault leave may be subject to review by a Board appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. The Superintendent reserves the right to review questionable assault leave claims.
- C. An employee who is on assault leave may apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave, and Board payment of any fringe benefits, shall be discontinued as of the effective date of STRS disability or retirement benefits.

- D. An employee temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, when possible. If said employee desires another position or assignment, such selection shall be in accordance with the Board established "Transfer" policy.
- E. If the employee is physically disabled by the assault for longer than thirty (30) workdays, additional absence will be deducted from the employee's sick leave. If the physical assault results in a physical injury, which has abated, and a claim is made for assault leave as a result of a mental disability, then the employee must submit to an examination by a physician of the Board's choosing. The employee must disclose any pre-existing mental or physical condition.
- F. Any criminal assault charges filed by an employee as required by subsection 7.13(A)(1) may be withdrawn by the employee without waiving any right to assault leave only under the following limited circumstances:
  - 1. The student, prior to the assault, was receiving special education services from the District; and
  - 2. A manifestation meeting was conducted and it was determined that the student's behavior was a manifestation of the student's disability.
- G. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.
- H. If employee's absence resulting from assault is covered by worker's compensation, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault.

#### 7.14 Personal Leave Bank

- A. A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.
- B. The donations to the Personal Leave Bank shall not be counted as a day of absence for attendance incentive pay.
- C. The Board will keep track of accumulated days and provide a list of eligible leave participants to the MHTA President at the beginning of each school year.

**D. Eligibility and Use of Personal Leave Banks Days**

1. The Superintendent and the MHTA President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed forty five (45) days initially. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.
2. Only bargaining unit members who have donated shall be eligible for enrollment in the personal leave bank and may enroll by donating one (1) personal leave day to the bank by October 1<sup>st</sup>.
3. If an employee is considered for disbursement of personal leave bank days, they must first contribute their remaining personal days to the personal leave bank before any days are disbursed to the employee.
4. An employee using the personal leave bank must apply for STRS disability leave when eligible.

**ARTICLE VIII  
STUDENT RELATIONS**

**8.01 Student Physical, Social, and Emotional Concerns**

The Immediate Supervisor is responsible for notifying employees about the procedures for obtaining health information on the students they teach.

An employee shall observe all policies and administrative regulations as they pertain to student relations.

If an employee has concerns regarding the academic, physical, social, and/or emotional status of a student, then the employee has a responsibility to report this to his/her Immediate Supervisor. This child will then be brought up before the building intervention team. The building procedures for this process will be subsequently followed.

**8.02 Student Discipline**

The Board/Administration will provide all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. Such support and assistance will include, but not be limited to, an annual in-service program addressing classroom management skills and how to de-escalate student behavior/conduct.

It is recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. An

employee is expected to use reasonable judgment when addressing student misconduct (i.e., the employee is expected to utilize their training to de-escalate the situation).

The administration and employees recognize that acts of gross misconduct and disrespect shall not be tolerated. The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee must immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of the situation. If the administrator concludes gross misconduct has occurred, the student will not return at least until the next school day.

All referrals will be submitted electronically and all dispositions of student referrals shall be returned to the employee within ten (10) work days unless mutually agreed upon by the administrator and the effected employee.

In a cooperative spirit, the building administration and employees shall work together to establish, bi-annually review, and revise, if necessary, written building wide discipline procedures. These procedures shall include, but are not limited to: referral, student removal, and response from administration procedures.

### 8.03 Assault Protection of School Personnel

In the course of performing assigned duties, acts or threatened acts of physical assault or verbal or written attacks upon school personnel may occur. The Board has a responsibility to ensure that the rights of school personnel are protected when such situations arise. To ensure that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

- A. The employee will notify his/her supervisor immediately, and complete the written report addressed in Subsection 7.13(A)(1).
- B. Within twenty-four (24) hours of receiving the employee's written report, the employee's supervisor will investigate the incident and take appropriate action, which will include removing the student from the employee's class during the investigation. Within forty-eight (48) hours of receiving the employee's written report, the employee's supervisor will submit a written report of the investigation and of the action taken. Such report shall be signed by the employee and the supervisor.
- C. In cases where legal action may ensue, the supervisor shall attempt to obtain a list of the witnesses to the assault. The supervisor shall promptly attempt to obtain a written report from all the witnesses. These statements shall be signed, dated, and filed.
- D. A copy of all reports will be forwarded to the Board through the Superintendent. The Superintendent will also advise the employee of their legal rights and obligations with respect to such assault.

- E. The Board shall authorize its legal counsel to assist the employee in matters of legal rights and implications, and shall provide supportive assistance if such action results in court action. The Board's legal counsel shall only offer informational assistance to the employee and not provide legal advice. The employee shall sign a statement acknowledging they understand no attorney-client privilege exists between the employee and the Board's counsel. The Board's counsel will cooperate fully with the employee and the employee's counsel.
- F. If court action results, said employee shall be granted leave of their assigned duties and a qualified substitute shall be provided with no loss of pay to the employee for days in court and for days as may be requested by their legal counsel, court officials, and law enforcement officers. Said court leave shall apply only to situations which the employee is subpoenaed, and not to matters involving workers' compensation, civil matters, or other legal actions initiated by the employee.
- G. The individual found responsible for the assault shall be dealt with according to the District's "Discipline Code." The MHTA shall be a member of the District's Discipline Code Committee. The MHTA shall have equal representation with other groups on the committee when the Discipline Code is revised.

**ARTICLE IX**  
**EMPLOYEE EVALUATION PROCEDURE**

9.01 Identification of Employees Included in the Evaluation System

Use of the "Teacher Evaluation System" (found under "staff tools" on the Maple Heights City Schools district website) applies to employees who meet one of the following categories:

- A. An employee working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
- B. An employee working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related instruction; or
- C. An employee working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related instruction; or
- D. An employee working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related instruction.
- E. All others not covered under A-D above shall utilize the "Employee Evaluation System" (Appendix 12).

## 9.02 Philosophy

The process of employee evaluation has as its primary purpose the intent to assist all employees to improve instruction and to identify and document employee performance strengths and weaknesses. In a cooperative spirit, the evaluator and the employee enter into a continuous dialogue to maintain and/or improve both individual skills and building effectiveness, and to define and implement district goals. Individual needs and differences are respected and supported as the individual members of the professional staff strive to improve the quality of education services they offer the Maple Heights community. The Maple Heights evaluation committee will meet, as necessary, to review and recommend any changes to the process and/or document.

The evaluation procedure set forth in this section shall be the sole evaluation procedure for employees covered under the terms of this Agreement. A joint evaluation committee comprised of no less than five (5) MHTA members shall review the evaluation instruments and procedures two times annually, or as needed. Should the committee determine changes are necessary to either the instruments or the process, the committee will present to the Labor Management committee for approval. During the first (1) year of utilizing the new evaluation instrument, the evaluation will not be the sole deciding factor in employee retention.

## 9.03 Procedures for Employee Evaluation

Evaluators are designated by the Principal and may include the Principal, the Assistant Principal and/or other administrative personnel who are employed full time with the district and hold Ohio Teacher Evaluation System (OTES) credentials for the Ohio Department of Education. They will evaluate all employees, except in cases where employee performance has resulted in an "accomplished" or "skilled" rating on the summative performance evaluation. The "accomplished" rated teacher will then be evaluated every three (3) years as long as they maintain an average or higher student growth measure rating in the most recent school year. These employees will be observed, informally, one (1) time and a conference will be held with the administrator observing them. The "skilled" rated employee will then be evaluated every two (2) years as long as they maintain an average or high student growth measure rating in the most recent school year. These employees will be observed, informally, one (1) time and a conference will be held with the administrator observing them.

Employees eligible for tenure will be evaluated by their building principal with input from any other administrator directly involved with the employee's job performance. Forms, including but not limited to observation, self-assessment, goal creation and evaluation shall be found online on the eTPES site at [www.ohiotpes.com](http://www.ohiotpes.com).

### Observation Procedures for Employees Being Evaluated:

- A. The evaluators will meet with the employees to be evaluated in a group prior to the first visitation to clarify procedures and discuss the observation and evaluation forms.
- B. The Individual Teacher/Principal Meetings, delineated below, will be mutually scheduled:

1. By October 1<sup>st</sup> the following items will be completed by the employee and met upon with the administrator:
    - Self-Assessment Tool: Complete and submit online via the eTPES website prior to initial meeting with principal. Used to identify strength and areas for growth.
    - Professional Growth and Goal-setting Tool: Complete and submit online via the eTPES website prior to initial meeting with principal.
    - Based upon review of data, two SMART goals will be created in conjunction with areas for growth (prioritized areas).
  2. Pre-Conference: A pre-conference should be held as close to the date of the scheduled observation as possible. This meeting is intended as a forum to provide evidence to the administrator, discuss the lesson plan, and any other pertinent information regarding pre-conference questions.
  3. Post-Conference: A post-conference will be held with the employee after the receipt of the observation report. This meeting is intended as a forum to provide additional evidence to administrators and clarify any questions or concerns regarding the observation report rating. Decisions pertaining to rating changes will be given to the employee within three (3) school days.
- C. The first observation will be scheduled and the remaining observations may be unscheduled. If the observation needs to be rescheduled, the evaluator will notify the employee within a timely manner. Employees may invite evaluators to observe at any time, but these visitations would be in addition to the scheduled ones. An observation must be a minimum of thirty (30) minutes in length. Observations shall be scheduled at least ten (10) workdays apart, except at the request of the employee. All other class visitations or observations are informal observations. Their length and frequency are at the discretion of the evaluator or by employee invitation. Performance deficiencies that are noted during an informal observation should be shared with the employee in a timely manner.

The observation of employees shall be conducted at least twice during the school year. A third round observation will be conducted when the Board may wish to declare its intention not to re-employ the employee. One pre-observation conference and observation shall be conducted and completed. The employee being evaluated shall receive an electronic report of this observation online via the eTPES website and a post-observation conference not later than the last school day in December.

The evaluator's observation report following an observation will be received by the observed employee in a timely manner and at least forty-eight (48) hours prior to each of the scheduled conferences online via the eTPES website.

A second observation shall be conducted after January 1<sup>st</sup> and the employee being evaluated shall receive a report of the results of the second observation online via the

eTPES website and a post-observation conference not later than April 1.

A summative evaluation meeting will be held not later than May 1.

When the evaluation process is completed, the final summative evaluation form and the observations forms on which the evaluation is based will be placed in the employee's personnel file found online via the eTPES website.

- D. Absence of the employee for any reason which hinders the board's ability to meet the evaluation requirements contained in this article will not prevent the board from non-renewing said employee or otherwise result in a determination that the district did not meet its deadline. The scheduled evaluation, conference or observation will be continued until the next available date that the employee will be present or by agreement between the employee and superintendent. If the employee fails to return to work and no evaluation, conference or observation can be conducted, the evaluation, conference or observation shall be deemed waived by the employee and the MHTA and may not be asserted against the district in a subsequent legal action.

#### 9.04 Operational Definitions For Evaluation

- Accomplished (A) The employee is a leader and model of the standard in the classroom, school and district; exceeding expectations for performance.
- Skilled (S) The employee consistently meets expectations for performance and fully demonstrates overall competency.
- Developing (D) The employee demonstrates minimum competency. The employee is making progress but requires ongoing professional support for necessary growth to occur.
- Ineffective (I) The employee consistently fails to demonstrate minimum competency. There is little or no improvement over time. The employee requires immediate assistance in this area.

#### 9.05 Calculating Student Growth Measures (SGM)

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following:

- A. Teacher-level Value Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
- B. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized

must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with employees and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

- C. Locally-determined measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with employees and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

In the calculation for student academic growth, a student who has forty-five or more excused and/or unexcused absences for the school year will not be included.

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth:

1. "Above" (SGM score of 5)
2. "Expected" (SGM score of 3 or 4)
3. "Below" (SGM score of 1 or 2)

This section will apply only to those employees completing the Teacher Evaluation System.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT COMMITTEE**

#### **10.01 Purpose**

The purpose of the local professional development committee (LPDC) is to oversee and review professional development plans for credential renewal as required by O.R.C. 3319.22 and for the selection of Master Teachers pursuant to Ohio law.

#### **10.02 Committee Composition and Selection**

The Maple Heights LPDC will consist of five (5) members. MHTA Executive Committee shall appoint three (3) employees; the Board shall appoint two (2) administrative members, upon the recommendation of the Superintendent.

#### **10.03 Term of Office**

The term of office of each committee member shall be three (3) years.

#### 10.04 Operating Procedures

The Board shall establish the time, place and frequency of the meetings. The LPDC shall select the chairperson and other officers deemed necessary, and adopt rules for conducting the meetings.

#### 10.05 Decision Making

Decisions shall be made by a 4/5ths vote of the committee.

#### 10.06 Training

- A. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
- B. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members own individual development plans if they so decide by majority vote.

#### 10.07 Appeals Process

##### A. Level I Appeal

1. Complete LPDC appeal form and file with the Committee;
2. Meet with the LPDC; and
3. Receive written response from the LPDC.

##### B. Level II Appeal

Within ten (10) days of the decision at Level I, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level II process shall be:

1. Committee make-up: (a) certified/licensed educator chosen by employee; (b) certified/licensed educator chosen by LPDC; and (c) certified/licensed educator agreed upon by (a) and (b); and
2. Committee shall hear the appeal and render a decision.

##### C. Level III Appeal

Within ten (10) days of the decision at Level II, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level III process shall be:

1. Appeals may be taken to the Greater Cleveland Educational Development Center (GCEDC)/Northeast Professional Development Center (NRPDC) or the American Arbitration Association (AAA) for final resolution; and
2. Cost for Level III appeal will be at the expense of the individual filing the appeal.

10.08 In the event that O.R.C. 3319.22 is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

10.09 Any reference in this Agreement to educator licensing is hereby deemed to refer also to teacher certification.

10.10 Release time may be provided for up to one day per month during the school year for employees who are members of the LPDC so that they may attend Committee meetings. Employees shall be compensated for attending LPDC Committee meetings where they are scheduled outside the workday during the school year at a rate of \$30.00 per hour. The secretary of the LPDC shall be compensated at the rate of \$40.00 per hour for the time spent in LPDC meetings. If the Board determines the need for the Committee to meet during the summer, the employees who are members of the LPDC shall be paid at a per diem rate of pay of \$150.00, which shall be prorated for less than an eight (8) hour workday.

## **ARTICLE XI**

### **RESIDENT EDUCATOR LICENSE PROVISION**

#### 11.01 Purpose

The Resident Educator Program for beginning employees will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered and funded by the district.

#### 11.02 Committee Composition and Selection

This committee will include three (3) MHTA members who are practicing teachers and representative of elementary, middle school and high school employees appointed by MHTA and two (2) administrators appointed by the superintendent.

#### 11.03 Term of Office

The term of office of each committee member shall be three (3) years.

#### 11.04 Operating Procedures

The Board shall establish the time, place and frequency of the meetings. The committee shall select the chairperson and other officers deemed necessary, and adopt rules for conducting the meetings.

#### 11.05 Decision Making

Decisions shall be made by a 4/5ths vote of the committee.

- 11.06 In the event that the Resident Educator Program is repealed, this Article of the Agreement is null and void on the effective date of the repeal.
- 11.07 Release time will be determined and coordinated by the Superintendent. Employees shall be compensated for attending Resident Educator Program Committee meetings where they are scheduled outside the workday during the school year at a rate of \$30.00 per hour. The secretary of this program shall be compensated at the rate of \$40.00 per hour for the time spent in meetings. If the Board determines the need for the Committee to meet during the summer, the employees who are members of the Resident Educator Program shall be paid at a per diem rate of pay of \$150.00, which shall be prorated for less than an eight (8) hour workday.
- 11.08 Each mentor employee will receive a \$500.00 stipend for each resident educator they mentor. The stipend is to be paid in June of that school year.
- 11.09 Applications for mentoring will be made available and submitted electronically by eligible employees in April for the following school year. Mentors shall be selected from the pool of applicants. If the pool has insufficient or unqualified applicants, as determined by the Superintendent, mentors will be chosen from outside the pool.

### **ARTICLE XII** **COMPENSATION**

#### 12.01 Employee Salary Schedules

Employee salary schedule shall be found in Appendix 1 of this Agreement.

There shall be no "catch up" for the step freeze from the previous contract, September 1, 2012 through August 31, 2015. (Example: An employee on step 4 in the 2011-12 contract year remains on step 4 for the 2012-13, 2013-14 and 2014-15 contract years, and would only be eligible based on service to advance to step 5 for the 2015-16 contract year. Further, years of service during the three step freeze years do not count for advancement to steps 20 or 24.)

Effective September 1, 2015, the employee salary schedule shall be amended to reflect a step increase for those eligible and a 3% B.A. salary adjustment.

Effective September 1, 2016, the employee salary schedule shall be amended to reflect a step increase for those eligible and a 3% B.A. salary adjustment.

Effective September 1, 2017

- Step increase;
- One percent (1%) BA salary adjustment;
- Based on the 2018-2019 biennium budget passed by the legislator and signed by the governor:
  - If there is a 4% to 6% increase in the fiscal year 2018 first state funding report for Maple Heights City Schools allotted to State Aid funding over the fiscal year 2017 last state funding report for Maple Heights City Schools allotted to State Aid funding the employees' salary schedule shall be amended to reflect an additional 1% B.A. salary adjustment.
  - If there is a 7% to 9% increase in the fiscal year 2018 first state funding report for Maple Height City Schools allotted to State Aid funding over the fiscal year 2017 last state funding report for Maple Heights City Schools allotted to State Aid funding the employees' salary schedule shall be amended to reflect an additional 2% B.A. salary adjustment.
  - If there is a 10% increase in the fiscal year 2018 first state funding report for Maple Heights City Schools allotted to State Aid funding over the fiscal year 2017 last state funding report for Maple Heights City Schools allotted to State Aid funding the employees' salary schedule shall be amended to reflect an additional 3% B.A. salary adjustment.
  - The district treasurer along with an OEA financial consultant shall verify the numbers used.

## 12.02 Payroll Procedures and Schedules

### A. Masters Plus 60 Program

1. Any employee who files and qualifies for reclassification into the program, under Section 12.02(B) ("Reclassification") of this Agreement, will be reclassified, unless such reclassification will result in more than thirty (30) employees in the program, in which case entry into the program would be delayed until such time as reclassification would not result in more than thirty (30) employees in the program.
2. Paragraph 12.02(A)1 tie breaker rules are as follows:
  - a. Earliest filing under Section 12.02(B) ("Reclassification");
  - b. Earliest completion date of last course prior to filing under Section 12.02(B) ("Reclassification");
  - c. Seniority; and
  - d. Total years teaching.
  - e. Employees with a Ph.D. or E.D.D. filing for reclassification under Section 12.02(B) are exempt from the restrictions of this Section and employees in

or admitted to the program with a Ph.D. or E.D.D., will not be counted when calculating the cap imposed in Paragraph 12.02(A).

**B. Reclassification**

In order to be reclassified, each employee must apply for reclassification by completing and submitting Appendix 15 and must have on file with the Superintendent an official transcript reflecting additional training on or before October 15 of the year in which reclassification credit on the salary schedule is sought. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date. Failure to comply with the aforementioned timelines will delay the employee's reclassification accordingly.

All coursework taken for reclassification must be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio) and must be at the graduate level.

**C. Career Technology Employees**

The Career Technology Employee without a BA or BS shall move to column Iva upon receiving the Provisional Certificate + 9 semester hours or a five (5) year license + 9 semester hours, and to column Ivb upon receiving the Professional Certificate. The Career Technology Employee shall move to Column V upon completion of sixty (60) semester hours.

The Career Technology Employee who was granted a certificate/license without a BA or BS degree and completes a BA or BS degree +9 hours will move to column VA, +18 hours will move to column VB, and +30 hours will move to column VC. This will only apply to the employee working in a career technology area.

**D. Payroll Schedule**

All employees shall be paid in twenty-six (26) equal bi-weekly payments that shall be in conformity with the payroll procedures of the Board. All employees will utilize direct deposit.

**E. Deductions**

Deductions in pay are made for the following:

1. State Teachers Retirement;
2. Federal Income Tax;
3. City Income Tax;
4. State Income Tax; and

5. Unauthorized Absences.

F. Voluntary Deductions

The following deductions may be made when applied for by an employee:

1. Health Insurance;
2. If the Agreement is terminated as the result of an election for recognition of a bargaining agent in accordance with Article I, payroll deductions for organization dues will terminate immediately upon recognition of the new bargaining agent;
3. Credit Union;
4. Life Insurance;
5. Tax-sheltered Annuities; and/or
6. Political contributions may be deducted in accordance with O.R.C. 3599.031.
7. Flexible Spending Account

G. National Board Certification

Employees who obtain National Board Certification in the subject area/matter that they teach will receive an annual stipend of five hundred dollars (\$500.00) once per fiscal year.

12.03 STRS Pick-Up

Effective with the effective date of this Agreement, the Board shall "Pick-up" contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

- A. The amount to be picked-up and paid on behalf of each employee shall be the current rate required by O.R.C. 3307.26, which sets forth the teacher's required contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall apply to all compensation earned thereafter including supplemental earnings.

Severance pay, supplemental salaries and index, and similar matters shall be based upon the published salary schedule.

#### 12.04 Worker's Compensation

- A. Employees are eligible for compensation under the State Worker's Compensation Act of Ohio in cases of injury or death. Such injury or death must be incurred when the employee is fulfilling his/her duties as provided in their contract.
- B. When an employee sustains an injury while on duty, a written report shall be made by the individual and submitted to the Immediate Supervisor. Upon their verification of injury, the Immediate Supervisor will forward the report to the Superintendent. At the time of an injury, the administration shall notify the injured employee that they have the option of applying for Worker's Compensation or using sick leave, or, if applicable, assault leave for any days of work missed due to the injury. Any temporary total disability benefits received by an employee under the State Worker's Compensation laws shall reduce the Board's liabilities and the employee's benefits under any compensated absence and leave provisions of this Agreement.
- C. If an employee intends to make a claim for compensation, the employee shall obtain the necessary forms from the Treasurer's Office. The forms are prepared in duplicate – one copy for the Treasurer's file and the original for the Industrial Commission of Ohio. However, both forms, after being completed by the individual and physician in charge, shall be returned to the Treasurer for processing.
- D. All claims shall be processed without undue delay at each step by the person responsible.

#### 12.05 Mileage

Each employee shall be reimbursed for driving between building assignments, professional trips and evening/weekend assignments. Each employee seeking reimbursement pursuant to this Section shall complete a form provided by the Treasurer's office and file the form with the Treasurer's office prior to receiving any reimbursement. The reimbursement for mileage shall be calculated at the current Internal Revenue Service rate.

#### 12.06 Work Attendance Incentive Program

Any full-time employee who completes an entire school year with perfect attendance shall be entitled to a bonus of one thousand dollars (\$1,000.00). Any full-time employee who completes a semester with perfect attendance shall be entitled to a bonus of two hundred fifty dollars (\$250.00). Any full-time employee who has perfect attendance for the last forty-five (45) school days of the school year shall be entitled to a bonus of two hundred dollars (\$200.00). The maximum an employee can receive under this Section is one thousand dollars (\$1,000). Accordingly, attendance bonuses will be paid as follows:

- 1) \$1,000 – for perfect attendance during entire school year (including 1<sup>st</sup> and 2<sup>nd</sup> semester and final 45 school days).
- 2) \$450 – for perfect attendance only during 1<sup>st</sup> semester and during final 45 school days.
- 3) \$250 – for perfect attendance only during 1<sup>st</sup> semester.
- 4) \$250 – for perfect attendance only during 2<sup>nd</sup> semester (including final 45 school days).
- 5) \$200 – for perfect attendance only during final 45 school days.

Perfect attendance shall mean the employee will be physically present during the entire workday, each and every workday, except for professional meetings and conferences, under section 7.04, released time for the President under Section 3.06, released time for Professional Development Committee attendance under Section 10.10, bereavement leave, leave mandated by the Board to determine fitness for duty shall not be counted against this perfect attendance award, and other Board-approved released time for which the employee is performing a service to the District. Any absence or tardiness, which does not fall within the exceptions listed above, will nullify an employee's right to a bonus, regardless of the circumstances. The provisions of this incentive program shall be strictly monitored and construed. Payment of this incentive shall occur with the second pay period occurring in July of the year in which the incentive was earned.

#### 12.07 Severance Pay

- A. Upon retirement, as hereinafter defined, employees shall be entitled to pay at the employee's respective daily rate for one-third (1/3) of accumulated sick leave, payment of severance shall be limited, however, to a maximum of one hundred and ten (110) days.
- B. Within the meaning of this section, an employee may "retire" once only in Ohio. Retirement from another district shall make an individual ineligible for this retirement benefit. This section does not apply to anyone who left the system prior to its adoption.
- C. The employee shall have until ninety (90) days from the date on which the employee retires to apply for severance pay. The employee will provide written documentation of their first payment from the State Teachers Retirement System.
- D. All employees eligible to receive benefits provided under this section shall have those payments directed to the tax sheltered 403b programs which the District currently authorizes.
  1. An employee eligible for a severance pay benefit shall receive such benefit in a lump sum payment which shall be paid at the time of the first pay date in January in the calendar year following termination of employment.

2. If payment exceeds IRS limits, the remaining amount will be paid the first pay date in January of the following calendar year.
- E. Acceptance of severance pay shall eliminate all sick leave pay credit accrued by the employee up to that time and such credit may not be transferred to any other institution.
- F. The rate paid will be the per diem rate of the employee's last contract including all supplemental contracts and extended service.
- G. In the event of the employee's death prior to disbursement of any payment(s) and upon notification from the survivor's beneficiary within a month of the death, the district shall immediately allocate the said amount(s) to the employee's estate.

#### 12.08 Tuition Reimbursement

The Board shall reimburse an employee for the actual cost of tuition for credit courses in accordance with the following guidelines:

- A. Course work acceptable for reimbursement shall include any graduate course pre-approved by the Local Professional Development Committee; or any course approved by the Superintendent.
- B. An employee is eligible to seek reimbursement for up to three Hundred Dollars (\$300) per semester hour, or Two Hundred Dollars (\$200) per quarter hour, to an annual maximum of two thousand (\$2,000) in tuition in any year, September 1 through August 31.
- C. Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Personnel office on the form found as Appendix 16 to this Agreement and shall include evidence of the expense and satisfactory completion of the course. Satisfactory completion of the course is defined as attaining either an A or B in coursework or a Passing Grade in a Pass/Fail course. Payment shall occur to employees in a separate check with the second pay in October.
- D. There shall be an annual total limit on reimbursement of sixty thousand (\$60,000) per school year. In the event applications exceed sixty thousand (\$60,000) for any year, the total of sixty thousand (\$60,000) shall be allocated on an equal per credit hour basis among employees who submit applications.
- E. An employee must be employed by the Board the year following the eligible course work to receive the tuition reimbursement, unless the employee is affected by a reduction in force. Employees on approved leaves of absence are also entitled to reimbursement.

F. Formula to calculate tuition is as follows:

Step 1

1. For each employee calculate:

Money spent by employee = % due x 60,000 = Money due  
Total spent

2. If money due  $\geq$  \$2,000, the employee gets \$2,000

Step 2

1. Take  $\$60,000 - x(\$2,000) = \text{Balance}$  x = # of people who get \$2,000

2. For remaining people:

Money spent by each = % Due x Balance = \$ Due  
Total spent – (\$ spent by those getting \$2,000)

12.09 Supplemental Salary Positions

Employees that are hired by the Board to fill supplemental salary positions shall be paid in accordance with the Supplemental Salary Position Schedule found in Appendix 2 of this Agreement. Employees may voluntarily split supplemental salary positions with written application and prior approval of the Superintendent.

12.10 Other Special Rates of Pay

The pay for spot substitution, summer curriculum writing, home instruction and summer school shall be .0007 per hour of the base salary payable to the next quarter hour. Payment for spot substitution shall be made twice yearly, once in February and once in June.

**ARTICLE XIII**  
**INSURANCE**

13.01 Hospitalization (as of May 2015)

A. Premiums

Each employee enrolled in a District-sponsored plan shall contribute toward the plan based on the following schedule:

\$70.72 per month	Single Coverage
\$175.69 per month	Family Coverage

**B. Prescription Drug Plan**

Generic Retail	\$5	30 day supply
Generic Home Delivery	\$10	90 day supply
Formulary Retail	\$20	30 day supply
Formulary Home Delivery	\$40	90 day supply
Non-Formulary Retail	\$35	30 day supply
Non-Formulary Home Delivery	\$70	90 day supply

**C. Summary of Insurance Specifications**

	Member Responsibility
Deductible:	
Single	\$0 in/\$400 out
Family	\$0 in/\$800 out
Co-insurance:	10% in/30% out
Out-of-Pocket Max (includes deductible)	
Single	\$1,100 in/\$3,300 out
Family	\$2,200 in/\$6,600 out
Office Visit Co-pay:	\$10 in/30% co-insurance out
Office Visit In a Specialist Office	\$20 in/30% co-insurance out
Routine Mammogram, Pap test, labs/x-rays & endoscopic tests	\$0
Urgent Care co-pay:	\$10 in/30% co-insurance out
ER Co-pay:	\$100
Non-emergency use of ER	\$200 in/\$200, then 30% out

**D. Spousal Coordination of Benefits**

1. If the employee's spouse is eligible in their employer's group health insurance and/or prescription drug insurance, the spouse of the employee must enroll in said employer's sponsored group insurance coverage(s). (Spouse available insurance). The employee's spouse may enroll in single employer sponsored group insurance coverage. The spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available group health insurance coverage", that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether or not their spouse is eligible to participate in "spouse available group health insurance" sponsored by the spouse's employer.
4. If an employee submits false information about their spouse's "spouse available group health insurance" coverage, the employee may be subject to disciplinary action by the Board, up to and including termination of the employee.

5. If an employee and/or their spouse and/or the dependent(s) involuntarily lose insurance coverage from any other plan (eg. Employer of spouse/dependent discontinues insurance coverage, spouse/dependent changes job and no longer has insurance benefits through the employer), that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage with no pre-existing condition exclusions or waiting period.
6. The Spousal Coordination of Benefits requirement does not apply to any spouse who works twenty (20) hours or less per week.
7. The Spousal Coordination of Benefits language only applies to a spouse who can take group health insurance coverage. The contract language does not apply to any spouse who works for an organization that does not offer a group health insurance plan.

E. Opt Out

Employees who are covered by another medical insurance plan and elect not to enroll in the Board paid hospitalization and major medical insurance, shall receive a payment at the completion of each school year in the following amount(s):

<u>Eligible for:</u>	<u>Enroll in:</u>	<u>Payment:</u>
Family	No Board plan	\$400
Family	Single plan	\$200
Single	No Board plan	\$200

13.02 Life Insurance

The Board will provide term life insurance in the amount of \$50,000 for each employee, with a provision for up to \$300,000 additional term life insurance at the employee's expense.

13.03 Dental Insurance

The Board will provide for a dental insurance plan through a state licensed carrier and shall pay an amount not to exceed \$30.00 per month for each employee's plan, whether for an individual or family plan, as the case may be. The eligible employee shall pay any amount required in excess of \$30.00 per month and shall have the option to choose an individual or family plan.

The Board's obligation to provide any amount for a dental plan shall depend upon a sufficient number of employees choosing to enroll in the plan as determined by the insurance carrier.

13.04 Optical Insurance

Employees are eligible to enroll in the optical insurance plan provided by the Board. The Board optical coverage shall be limited to employees only. The coverage will provide for one (1) annual eye exam, not to exceed \$75.00, and one (1) annual pair of frames with lenses and/or contact lenses not to exceed \$250.00. Family coverage may be purchased by eligible employees at a premium rate provided annually by the Board and paid by the employee.

### 13.05 Health Insurance Committee

- A. A committee composed of up to four (4) representatives appointed by the MHTA president and up to four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The MOST local president shall be invited to appoint up to four (4) representatives as well. The Health Care Committee shall be co-chaired by the MHTA president or designee, the MOST president, and the Superintendent. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An annual organizational meeting will be held no later than October to discuss the operation of the committee.
- B. Training for members for the Health Care Committee will be conducted by representatives from our health insurance consultant as needed. The objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
- C. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective September 1<sup>st</sup> of each year at five percent (5%) or below compared to the prior year. Each year the Board will be responsible for the first five percent (5%) of increased premium costs.
- D.
  - 1. If the increase in premiums is five percent (5%) or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.
  - 2. If the increase is more than five percent (5%), but less than ten percent (10%), the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the five percent (5%) level effective September 1<sup>st</sup>.
  - 3. If the increase is more than ten percent (10%), the committee will only be charged to convene to reduce the total premium increase by five percent (5%) effective September 1<sup>st</sup>.
  - 4. If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first five percent (5%) and any increase above ten percent (10%) will be distributed among plan participants from the Maple Heights Administration, MHTA , and MOST (if MOST agrees to participate on these terms) in the form of additional premium contributions starting September 1<sup>st</sup> of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan

participants, however, will be responsible for no more than five percent (5%) above the original five percent (5%) the Board will assume.

- E. The administration and the MHTA each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
- F. The Health Care Committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as practicable, on and after the effective date of the bargaining agreement.
- G. The Health Insurance Consultant will be an independent, non-commission based agent.
- H. On or before August 1<sup>st</sup> of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. All decisions shall be made by consensus and a report of those changes submitted to the MHTA President and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the Health Care Committee will become effective September 1<sup>st</sup> for the MHTA and Administration.

#### 13.06 Health Care Flexible Spending Accounts

The Board shall provide at no cost to the employee a Section 125 Flexible Spending Account which may be used to pay for eligible dependent care expenses and health care expenses to the maximum allowed by law.

### **ARTICLE XIV** **EFFECTS AND DURATION**

#### 14.01 Conflict with Law or Regulations

Except as provided in O.R.C. 4117.10 currently or as amended hereafter, if any provisions of this Agreement, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal, or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

#### 14.02 Maintenance of Standards

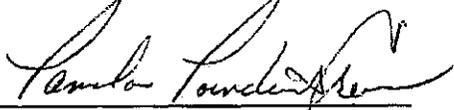
The Board shall maintain all terms, conditions and benefits of employment, which are expressly bargained for in this Agreement, at no less than the level in effect as of the effective date of this Agreement.

14.03 Duration

This Agreement shall take effect September 1, 2015, and shall remain in full force and effect through and including August 31, 2018.

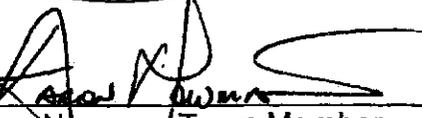
The foregoing agreement is executed this 11th day of May, 2015.

MAPLE HEIGHTS  
BOARD OF EDUCATION

By:   
Pamela Poindexter-Crews, Board President

By:   
Charles Keenan, Superintendent

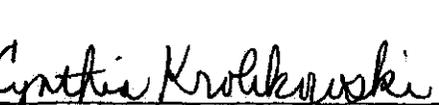
By:   
Bruce Willingham, Team Member

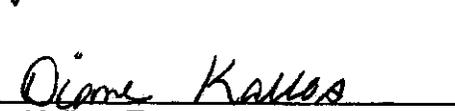
By:   
Aaron Newman, Team Member

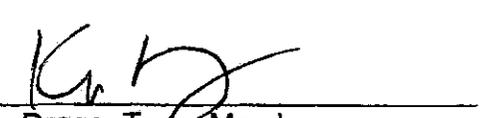
By:   
Frank Major, Team Member

MAPLE HEIGHTS TEACHERS  
ASSOCIATION

By:   
Daniel Kovalak, MHTA President

By:   
Cynthia Krolikowski, Team Member

By:   
Diane Kallos, Team Member

By:   
Kristy Drago, Team Member

By:   
Elizabeth Everiss, Team Member

By:   
Eric Schmidt, Team Member

By:   
Cristy Sherman, Team Member

**APPENDIX 1  
SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2015-16**

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	39470	40141	40812	43022	43666	44305	45213	47364
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	41076	41803	42529	45118	45785	46456	47403	49985
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	42683	43460	44242	47218	47905	48603	49594	52602
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	44289	45122	45959	49314	50024	50754	51785	55222
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	45896	46784	47676	51410	52144	52902	53975	57839
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	47502	48446	49393	53506	54263	55053	56166	60640
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	49109	50103	51106	55605	56383	57200	58356	63077
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	50715	51765	52823	57701	58502	59351	60547	65698
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	52321	53427	54540	59797	60622	61498	62738	68315
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	53928	55084	56253	61893	62742	63649	64928	70935
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	55534	56746	57970	63993	64861	65796	67119	73552
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	57141	58408	59687	66089	66981	67948	69309	76173
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	58747	60065	61400	68184	69100	70095	71500	78790
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	60354	61727	63116	70280	71220	72246	73690	81411
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	61960	63389	64833	72380	73339	74393	75881	84028
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	63566	65051	66550	74476	75459	76544	78072	86648
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	63566	65051	66550	76572	77578	78691	80262	89265
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	65145	66629	68129	78151	79157	80270	81841	90844
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	66724	68208	69708	79729	80736	81849	83420	92423
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 1  
SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2016-17**

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	40654	41345	42036	44313	44976	45634	46569	48785
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	42309	43057	43805	46472	47159	47850	48825	51484
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	43963	44764	45569	48634	49342	50061	51082	54180
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	45618	46476	47338	50793	51525	52277	53338	56879
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	47272	48187	49106	52952	53708	54489	55594	59574
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	48927	49899	50874	55111	55891	56704	57851	62274
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	50582	51606	52639	57273	58074	58916	60107	64969
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	52236	53318	54407	59432	60527	61131	62363	67669
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	53891	55029	56176	61591	62440	63343	64620	70364
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	55546	56737	57940	63750	64624	65559	66876	73063
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	57200	58448	59709	65912	66807	67770	69132	75759
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	58855	60160	61477	68071	68990	69986	71388	78458
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	60509	61867	63241	70230	71173	72197	73645	81154
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	62164	63579	65010	72389	73356	74413	75901	83853
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	63819	65290	66778	74551	75539	76625	78157	86548
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	65473	67002	68547	76710	77722	78840	80414	89248
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	65473	67002	68547	78869	79905	81052	82670	91943
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	67099	68628	70173	80495	81532	82678	84296	93569
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	68726	70254	71799	82121	83158	84304	85922	95195
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 1  
SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2017-18**

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	41061	41759	42457	44756	45426	46091	47035	49273
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	42732	43488	44243	46937	47631	48329	49314	52000
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	44403	45212	46025	49121	49836	50563	51593	54722
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	46075	46941	47811	51302	52041	52800	53872	57448
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	47746	48670	49598	53482	54246	55034	56151	60171
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	49417	50398	51384	55662	56451	57272	58430	62897
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	51088	52123	53166	57847	58656	59506	60709	65620
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	52759	53852	54952	60027	60861	61743	62988	68346
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	54430	55580	56738	62207	63066	63977	65266	71068
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	56102	57305	58520	64388	65271	66215	67545	73795
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	57773	59033	60306	66572	67476	68449	69824	76517
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	59444	60762	62092	68753	69681	70687	72103	79244
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	61115	62487	63874	70933	71885	72920	74382	81966
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	62786	64215	65661	73113	74090	75158	76661	84692
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	64458	65944	67447	75298	76295	77392	78940	87415
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	66129	67673	69223	77478	78500	79630	81219	90141
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	66129	67673	69233	79658	80705	81863	83498	92864
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	67771	69315	70875	81301	82348	83506	85140	94506
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	69414	70958	72518	82943	83990	85148	86782	96148
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 2**  
**SUPPLEMENTAL POSITIONS**

<u>Position</u>	<u>Level</u>	<u>Salary</u> <u>(Rate of Base)+</u>
Academic Coach	High, Middle, Elementary	.04
Academic Decathlon Advisor	High School	.10
Art Club	High School	.03
Art Club	Middle	.03
* Art Coordinator	High School	.03
* Art Coordinator	Middle	.03
* Art Coordinator	Elementary	.03
Assistant to the Principal	Elementary	.04
A/V Supervisor	Middle School	.09
Book Club	High School	.02
Career Tech Youth Club Advisor	per advisor	.05
Class Co-Advisor (Senior)	High School	.05
Class Co-Advisor (Junior)	High School	.04
Class Co-Advisor (Sophomore)	High School	.03
Class Co-Advisor (Freshman)	High School	.02
Conflict Mediation	Middle School	.06
Dance Club	Middle School	.02
Detention Monitor	High School	.06
Detention Monitor	Middle School	.06
Detention Monitor	Elementary	.06
Detention Monitor (2 hr.)	High School	.07
Detention Monitor (2 hr.)	Middle School	.07
Drill Team Advisor	High School	.06
Flag Corps Advisor	High School	.05
G.I.R.L.S. Club	Middle School	.02
Gospel Choir	High School	.05
Honor Society Advisor	High School	.05
Honor Society Advisor	Middle School	.03
International Club	High School	.04
Intramurals – Boys	Middle School	.04
Intramurals – Girls	Middle School	.04
Intramurals – Boys/Girls (per sport)	Elementary	.02
Media Production Advisor	High School	.06
Mock Trial	High School	.02
* Music Director – Instrumental	High School	.05
* Assistant Band Director	High School	.04
* Music Director – Instrumental	Elementary	.04
* Music Director – Instrumental	Middle School	.05
* Music Director – Vocal	High School	.03
* Music Director – Vocal	Middle School	.03
* Music Director – Vocal	Elementary	.03

Newspaper Advisor	High School	.04
Open Position (4 total)	High School	.02
Open Position (2 total)	Middle School	.02
Open Position (2 total)	Elementary Schools	.02
Pep Club Advisor	High School	.03
Play Business Manager	High School	.04
Play Director	High School	.11
Play Music Director	High School	.04
Playground Monitor (Certificated)	Elementary	.09
Power of Pen	Middle School	.04
Resource Teachers	District	.002
Safety Patrol Advisor (Dunham & Stafford)	Elementary	.03
Science Olympiad	High School	.03
Science Olympiad	Middle School	.03
Special Olympics	High School	.075
STEM Club	High School	.04
STEM Club	MiddleSchool	.04
STEM Club	1 Per Elementary	.02
Student Council Advisor	High School	.08
Student Council Advisor	Middle School	.05
Student Council Advisor	Elementary School	.02
Tech Crew Advisor	High School	.04
Technology Assistant	Each School	.04
Webmaster	District	.12
Weight Room Supervisor	District (1 position)	.05
Yearbook Advisor	High School	.07
Yearbook Advisor	Middle School	.02
Yearbook Business Manager	High School	.05

+Supplemental salaries shall be indexed on the base salary each year.

DEPARTMENT CHAIRPERSON

	<u>Salary (Rate of Base)+</u>
Departments	
Guidance High School	.08
Other Department Chairpersons	
1 – 8 Employees	.08
9 Employees or more	.14
High School	
Career Technology	
English	
Foreign Language/Industrial Arts, Art	
Math	
Physical Ed./Music	
Science	
Social Studies	
Special Education	
Middle School	
English	
Math	
Science	
Social Studies	
Special Education	
Unified Arts	
Elementary	
Unified Arts	
District Wide	
Library Department Head	

+Supplemental salaries shall be indexed on the base salary each year.

SALARY SCHEDULE ATHLETIC PROGRAM

Position	Rate of Base			
	0	1	2	3
<b>Football</b>				
Head Coach	.20	.21	.22	.23
Varsity Assistant	.13	.14	.15	.16
8 <sup>th</sup> – Head Coach	.07	.08	.09	.10
8 <sup>th</sup> – Assistant	.055	.065	.075	.085
7 <sup>th</sup> – Head Coach	.055	.065	.075	.085
7 <sup>th</sup> – Assistant	.04	.045	.05	.06
<b>Cross Country</b>				
Head Coach	.11	.12	.13	.14
Assistant Coach	.08	.09	.10	.11
Head M.S. Coach	.095	.10	.105	.11
<b>Golf</b>				
Head Coach	.08	.09	.10	.115
<b>Volleyball</b>				
Head Coach	.13	.14	.15	.16
Assistant Coach	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 <sup>th</sup> – Head Coach	.07	.08	.09	.10
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant	.045	.05	.055	.06
<b>Girls/Boys Basketball</b>				
Head Coach	.14	.16	.18	.20
Junior Varsity	.11	.12	.13	.14
Varsity Assistant	.11	.12	.13	.14
9 <sup>th</sup> Head Coach	.085	.09	.095	.10
8 <sup>th</sup> Head Coach	.065	.07	.075	.08
7 <sup>th</sup> Head Coach	.04	.045	.050	.055
<b>Wrestling</b>				
Head Coach	.14	.16	.18	.20
Varsity Assistant	.11	.12	.13	.14
Junior Varsity	.11	.12	.13	.14
9 <sup>th</sup> – Head	.085	.09	.095	.10
8 <sup>th</sup> –M.S. Head Coach	.085	.09	.095	.10
M.S. Assistant	.065	.07	.075	.08
<b>Swimming</b>				
Head Coach	.14	.16	.18	.20
Varsity Assistant	.08	.10	.12	.14

SALARY SCHEDULE ATHLETIC PROGRAM (continued)

	Rate of Base			
	0	1	2	3
<b>Girls/Boys Track</b>				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant Coach	.045	.05	.055	.06
<b>Indoor Track</b>				
Head Coach	.03	.035	.04	.045
<b>Softball/Baseball</b>				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 <sup>th</sup>	.07	.08	.085	.09
M.S. Head Coach	.07	.075	.08	.085
<b>Cheerleader – Advisors – HS</b>				
M.S. Head Coach	.04	.045	.05	.055
<b>Faculty Manager</b>				
High School	.14	.16	.18	.20
Middle School	.07	.08	.09	.10

+Supplemental salaries shall be indexed on the base salary each year.

**APPENDIX 3**  
**Maple Heights City Schools**  
**GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

DATE OF LEVEL 1 DISCUSSION: \_\_\_\_\_

13 **STATEMENT OF GRIEVANCE:** (Set forth a clear and concise description of the grievance. Specify all provisions of the Agreement alleged to be violated, misinterpreted or misapplied. Any provisions not included in this statement as having been violated, misinterpreted, or misapplied may not be raised later in the grievance procedure.):

14 **RELIEF SOUGHT:**

\_\_\_\_\_  
Signature of MHTA President/Designee

\_\_\_\_\_  
Signature of Person Receiving Grievance  
at Initial Filing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX 4**  
**Maple Heights City Schools**  
**VOLUNTARY TRANSFER REQUEST**

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

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Certification: \_\_\_\_\_

I request a transfer to a different (select all that apply):

- Building:
- Subject:
- Grade Level:

Select ONE:

- If none of the above-listed positions are available, I wish to remain in my current position.
- If none of the above-listed positions are available, I wish to leave my current position for any other position for which I am certified.

This request is valid until July 10<sup>th</sup> following the request.

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

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

**APPENDIX 5**  
**Maple Heights City Schools**  
**LESSON PLAN TEMPLATES**

**MHCS Lesson Plan Template**

Name:

Subject, Grade:

Week of:

Procedures -- Organization of Knowledge	
Mon	
Tues	
Wed	
Thurs	
Fri	

Standards/Indicator Codes content/substance

Design Qualities of Choice (select at least one) How did you incorporate it? see list below
Affiliation
Novelty & Variety
Choice
Authenticity
Affirmation of Performance
Product Focus

Modifications	Assessment
<i>Protect - Adverse Conseqs</i>	<i>Clear Product Standards</i>
<input type="checkbox"/> drafts/revisions	<input type="checkbox"/> rubric
<input type="checkbox"/> graphic org	<input type="checkbox"/> observation
<input type="checkbox"/> conference	<input type="checkbox"/> eval - self/peer/group
<input type="checkbox"/> individual plan	<input type="checkbox"/> quiz/test
<input type="checkbox"/> other	<input type="checkbox"/> other

Notes (optional)
------------------

**APPENDIX 5**  
**Maple Heights City Schools**  
**LESSON PLAN TEMPLATE**

**MHCS Lesson Plan Template**

Name:

Subject, Grade:

Week of:

Standards/Indicators content/substance (* codes)	Design Qualities of Choice (select at least one) <i>How did you incorporate it? list below.</i>
	<input type="checkbox"/> Affiliation <input type="checkbox"/> Novelty & Variety <input type="checkbox"/> Choice <input type="checkbox"/> Authenticity <input type="checkbox"/> Affirmation of Performance <input type="checkbox"/> Product Focus

Procedures / Organization of Knowledge				
Mon	Tues	Wed	Thurs	Fri

Notes (optional)	Assessment <i>Clear Product Standards</i>	Modifications <i>Protect - Adverse Consequences</i>
		<input type="checkbox"/> rubric <input type="checkbox"/> observation <input type="checkbox"/> eval – self/peer/group <input type="checkbox"/> quiz/test <input type="checkbox"/> other

**APPENDIX 6**  
**Maple Heights City Schools**  
**PHYSICIAN CERTIFICATION**

**This section must be completed by a physician for any employee  
who has exceeded four (4) consecutive days of sick leave.**

This certifies that on \_\_\_\_\_, 20\_\_\_\_, I treated \_\_\_\_\_  
\_\_\_\_\_  
(patient)

for \_\_\_\_\_  
\_\_\_\_\_  
(employee's condition or length of required absence to care for immediate family member)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Licensed Physician

Address: \_\_\_\_\_

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

**APPENDIX 7**  
**MAPLE HEIGHTS CITY SCHOOLS**  
**REQUEST FOR BEREAVEMENT LEAVE**

Please fill in this form and submit to your Immediate Supervisor when attending the funeral of a relative in your immediate family (father, mother, brother, sister, spouse, child, stepparent, stepchild, immediate relative-in-law, grandparent, or grandchild).

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

I hereby request \_\_\_\_\_ (date/dates) for Bereavement Leave.

Name of Relative and Relationship \_\_\_\_\_

I CERTIFY THAT THIS BEREAVEMENT LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 7.03, BEREAVEMENT LEAVE.

Signed: \_\_\_\_\_  
Applicant

\_\_\_\_\_  
Principal/Immediate Supervisor's Signature

\_\_\_\_\_  
Superintendent's Signature

**APPENDIX 8**  
**Maple Heights City Schools**  
**JURY DUTY**

I, \_\_\_\_\_, certify that I served jury  
duty on the date(s) of \_\_\_\_\_  
and will return to work on or after the date of \_\_\_\_\_.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Treasurer's Signature \_\_\_\_\_

**APPENDIX 10**  
**Maple Heights City Schools**  
**APPLICATION FOR USE OF**  
**PARENTAL LEAVE**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

I wish to take parental leave pursuant to Section 7.07 of the Agreement. Check one:

1. \_\_\_\_\_ I wish to participate in the fringe benefits package and to pay the full monthly premium to the Treasurer by the first day of each month
2. \_\_\_\_\_ I do NOT wish to participate in the fringe benefits package
3. \_\_\_\_\_ I choose to use my available sick leave up to the contractual limit before commencing unpaid leave.

My anticipated delivery date is: \_\_\_\_\_

Beginning date of leave: \_\_\_\_\_

Approximate ending date of leave: \_\_\_\_\_

I CERTIFY THAT THIS PARENTAL LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 7.07, PARENTAL LEAVE.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPENDIX 11**  
**Maple Heights City Schools**  
**ASSAULT LEAVE REPORT FORM**

Employee's Name: \_\_\_\_\_

Date of Assault: \_\_\_\_\_

School: \_\_\_\_\_

Describe the incident in detail which resulted in the assault (attach extra pages if necessary):

Describe any injury:

Describe any pre-existing physical conditions and/or illness:

State the name and address of all physicians that treated you for the condition arising from the alleged assault and the dates that you were treated by each physician.

List the names of witnesses to the assault:

Did you file a police report?

If a police report was filed, state the name of the law enforcement agency, the date of filing, and attach a copy of the police report.

- I am taking assault leave.  
 I am NOT taking assault leave.

I hereby certify that the requested assault leave is not being used in violation of the Master Agreement, Section 7.12, Assault Leave.

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX 12**  
**Employee Evaluation System**

**Maple Heights City Schools Employee Evaluation System**

**Observation Tool**

**Employee's Name:**

**Building:**

**Grade/Subject:**

**Date of Observation:**

**Time Beginning:**

**Time Ending:**

**Evaluator:**

**Class/Setting Observed:**

**Were written plans for this lesson available and reviewed?**  YES  NO  Not Applicable

**Type of Lesson:**

Introduction  Development  Reinforcement  Culmination  Other

**Instruction Format:**

Discussion  Group (Type )  Demonstration  Lecture  Other

**Individual Standards Evaluation Scale:**

<b>Ineffective (I)</b>	<b>Developing (D)</b>	<b>Skilled (S)</b>	<b>Accomplished (A)</b>
The employee does not demonstrate minimum competency for the standard.	The employee demonstrates minimum competency for the standard.	The employee meets the expectation for performance and fully demonstrates knowledge of the standard.	The employee demonstrates exceptional knowledge and performance of the standard.

	<b>Standard</b>	<b>Rating</b>	<b>Evidence</b>
<b>Standard 1: Students</b>	1.1 Displays knowledge of developmentally appropriate strategies		
	1.2 Understanding of what students know and are able to do		
	1.3 Identification, instruction and intervention for special populations		
	1.4 Respect and high expectations for all students		

<b>Standard 2: Content</b>	<b>2.1 Knowledge and use of strategies to perform job duties.</b>		
	<b>2.2 Support school and district curriculum priorities and Ohio academic content standards /Common Core</b>		
	<b>2.3 Relationship of knowledge within the discipline to other content areas and connection of content to life experiences and career opportunities</b>		

<b>Standard 3: Assessment</b>	3.1 Knowledge of assessment types to support planning, scheduling, and modification of assessments.		
	3.2 Analysis of data to monitor student progress and to support, planning, differentiating, and modification of instruction.		
	3.3 Communication of results to students, parents/guardians, administrators, and teaching team.		
<b>Standard 4:</b>	*Standard 4 only applies to classroom teachers.		

<b>Standard 5: Learning Environment</b>	<b>5.1 Fair and equitable treatment of all students</b>		
	<b>5.2 Establish and maintain a safe learning environment that is conducive to learning for all students</b>		
	<b>5.3 Use of strategies to motivate students to work productively and assume responsibility for learning</b>		

<b>Standard 6: Collaboration &amp; Communication</b>	6.1 Clear and effective communication with students, teachers, administrators, school and district staff, and when applicable, local community agencies		
	6.2 Shared responsibility with parents/caregivers to support student learning		
	6.3 Collaboration with teachers, administrators, school and district staff, and when applicable, local community agencies		

<b>Standard 7: Professional Responsibility and Growth</b>	7.1 Understanding of and adherence to professional ethics, district policies and legal codes		
	7.2 Engagement in continuous, purposeful professional development and implementation in the school setting.		
	7.3 Employees set measurable, rigorous goals and taken clear steps to achieve them		
	7.4 Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement		

## Overall Performance Rating

Ineffective	Developing	Skilled	Accomplished
The employee consistently fails to demonstrate minimum competency. There is little or no improvement over time. The teacher requires immediate assistance in this area.	The employee demonstrated minimum competency. The teacher is making progress but requires ongoing professional support for necessary growth to occur.	The employee consistently meets expectations for performance and fully demonstrates overall competency.	The employee is a leader and model of the standard in the classroom, school and district; exceeding expectations for performance.

**Overall Rating:**    \_\_\_ Ineffective    \_\_\_ Developing    \_\_\_ Skilled    \_\_\_ Accomplished

**Commendations:**

**Recommendations:**

**Employee's Comments:**

**Evaluator's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Conference Date** \_\_\_\_\_

\*The signature of the employee does not indicate agreement with the ratings or comments, but rather that they received a copy of this form.

# Maple Heights City Schools Evaluation System

## Self-Assessment Tool

**Directions:** Employees should decide if each standard is an area of strength or growth. Write a brief description to support your decision. Then, look across all of the standards holistically and identify two areas for growth for the upcoming year. Note these two priorities with check marks in the far-right column.

	Standard	Description of Strength/Area of Growth	Priorities
<b>Standard 1:</b> Students	1.1 Displays knowledge of how students learn using developmentally appropriate strategies. 1.2 Understanding of what students know and are able to do 1.3 Identification, instruction and intervention for special populations 1.4 Respect and high standards for all students		
<b>Standard 2:</b> Content	2.1 Knowledge and use of strategies to perform job duties 2.2 Implements school and district curriculum priorities and Ohio Academic Content Standards/Common Core 2.3 Relationship of knowledge within the discipline to other content areas and connection of content to life experiences and career opportunities		
<b>Standard 3:</b> Assessment	3.1 Knowledge of assessment types to support, planning, scheduling, and modification of assessments. 3.2 Analysis of data to monitor student progress and to support planning, differentiation, and modification of instruction 3.3 Communication of results to students, parents/guardians, administrators and teaching team		
<b>Standard 4:</b>	*Standard 4 only applies to classroom teachers.		

Standard		Description of Strength/Area of Growth	Priorities
<b>Standard 5:</b> Learning Environment	<p>5.1 Fair and equitable treatment of all students</p> <p>5.2 Establish and maintain a safe learning environment that is conducive to learning for all students</p> <p>5.3 Use of strategies to motivate students to work productively and assume responsibility for learning.</p>		
<b>Standard 6:</b> Collaboration & Communication	<p>6.1 Clear and effective communication with teachers, administrators, school and district staff, and when applicable, local community agencies</p> <p>6.2 Shared responsibility with parents/caregivers to support student learning</p> <p>6.3 Collaboration with teachers, administrators, school and district staff, and when applicable, local community agencies.</p>		
<b>Standard 7:</b> Professional Responsibility and Growth	<p>7.1 Understanding of and adherence to professional ethics, district policies and legal codes</p> <p>7.2 Engagement in continuous, purposeful professional development and implantation in the school setting</p> <p>7.3 Employee set measurable, rigorous goals and take clear steps to achieve them.</p> <p>7.4 Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</p>		

# Maple Heights City Schools Evaluation System

## Goal Setting

### Professional Goal-Setting Tool

**Directions:** Based on the two priorities identified in the self-assessment, create two SMART goals with action steps, evidence, and timeline needed to meet these goals.

**SMART Goal (specific, measurable, attainable, relevant, and time-bound):** *(SAMPLE GOAL)* By October 1st, I will establish and maintain a clear and effective communication system with students, parents, and district staff and maintain it through June on a monthly basis.

Standard for Goal-Standard # 6		
Action Steps for Goal 1	Evidence/Artifacts to Collect	Timeline
I will create my district website and make parents and students aware of how to access it.	Website will be created by the second week of school and will be updated bi-weekly with assignments and units of study.	By October 1st
I will maintain my district website and make parents and students aware of how to access it.	Website will be updated bi-weekly with assignments and units of study.	By the end of the school year
I will create a newsletter monthly to update parents and students on upcoming assignments, lessons, etc.	Newsletter	From August to June
I will regularly attend TBT meetings with my team to discuss student progress	TBT Log	From August to June

**SMART Goal #1 (specific, measurable, attainable, relevant, and time-bound):**

Standard for Goal 1-		
Action Steps for Goal 1	Evidence/Artifacts to Collect	Timeline

**SMART Goal #2 (specific, measurable, attainable, relevant, and time-bound) :**

Standard for Goal 2-		
Action Steps for Goal 1	Evidence/Artifacts to Collect	Timeline

# Maple Heights City Schools Evaluation System

## Goal-Setting Conference

### Professional Goal-Setting Tool (Part 2)

Part 2: First Observation Progress Check (Goals 1 and 2)			
<b>Date of First Observation Progress Check Conference:</b>			
<p><b>For employee to complete:</b>  <i>*Please complete prior to post conference for the first observation</i>  <i>What has been your progress so far – action steps, evidence collection?</i>  <i>How has this work impacted your teaching and student learning?</i>  <i>What are your next steps?</i></p>	<p><b>For evaluator to complete:</b>  <i>How successful has the employee been to date at working towards the goals?</i>  <i>What support would be helpful for this employee to meet these goals?</i></p>		
Part 3: Second Observation Evaluation and Reflection (Goals 1 and 2)			
<b>Date of Second Observation Conference:</b>			
<p><b>For employee to complete:</b>  <i>*Please complete prior to post conference for the second observation</i>  <i>What have you learned?</i>  <i>What did you accomplish by working on these goals?</i>  <i>Will you continue to work on these goals? How?</i></p>	<p><b>For evaluator to complete:</b>  <i>Evaluation of final outcomes: How well did employee meet the goals?</i>  <i>Impact on student learning: How did this work effect student learning?</i></p>		
<b>Teacher's Signature:</b>	<b>Date:</b>	<b>Evaluator's Signature:</b>	<b>Date:</b>

### Professional Goal-Setting Rubric

In OTES, the work that employees put into the goal-setting process informs the end-of-year summative rating of the employee's effectiveness. Evaluators may want to use a rubric like the following to rate the employee's performance. Because employees have engaged in the goal-setting process with their evaluators, many potential problems will have likely been resolved early in the process. By the end of the process, it is assumed that employees will have set measurable, rigorous goals and taken clear steps to achieve them.

Professional Goal-Setting Rating Rubric				
	Ineffective	Developing	Skilled	Accomplished
<b>NEEDS ASSESSMENT/ DATA SOURCES</b>	<ul style="list-style-type: none"> <li>Data are not used to identify needs.</li> <li>Goals are not tied to the standards.</li> <li>Goals are not rigorous or measurable.</li> </ul>	<ul style="list-style-type: none"> <li>Data are reviewed, but the needs of specific student groups are not examined in depth.</li> <li>Goals are tied generally to standards.</li> </ul>	<ul style="list-style-type: none"> <li>Data are reviewed for strengths and weaknesses and for specific groups of students.</li> <li>Goals target specific standards.</li> </ul>	<ul style="list-style-type: none"> <li>Multiple data sources are reviewed in depth.</li> <li>Goals target specific standards.</li> </ul>
<b>ACTION STEPS/ EVIDENCE INDICATORS</b>	<ul style="list-style-type: none"> <li>Goals are not measurable.</li> <li>Planned steps do not allow for mid-point progress check.</li> <li>Planned steps do not reflect good practices.</li> <li>Employee does not meet timeline for action steps.</li> <li>No artifacts are collected to demonstrate progress.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps link to the goal but may not allow for regular progress checks.</li> <li>Planned steps reflect good teaching practices.</li> <li>Employee may not meet timeline for all action steps.</li> <li>Limited artifacts are collected to demonstrate progress.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps are clearly linked to the goal and allow for mid-point progress check.</li> <li>Planned steps reflect good teaching practices.</li> <li>Employee meets timeline for action steps.</li> <li>Artifacts collected demonstrate progress towards goals.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps align with the goal and allow for regular progress checks.</li> <li>Planned steps are strongly based in reliable and valid research-based practices.</li> <li>Employee meets set timelines, and may set additional steps and timelines as a result of progress checks.</li> <li>Artifacts provide strong and thorough evidence.</li> </ul>
<b>EVALUATION/ REFLECTION</b>	<ul style="list-style-type: none"> <li>Goals are not rigorous.</li> <li>Goals are not met.</li> <li>Employee cannot reflect thoughtfully on the process or convey learning.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are easily obtained; not a stretch for teacher.</li> <li>Employee demonstrates limited reflection on learning.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are challenging.</li> <li>Goals are met or, if not, Employee communicates learning and next steps.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are rigorous; achievement is demanding.</li> <li>Goals are met or, if not, Employee can communicate learning from goals and next steps based on data.</li> </ul>

Professional Goal-Setting Rating Rubric			
Ineffective	Developing	Skilled	Accomplished

## Maple Heights City Schools Employee Evaluation System

**Final Summative Rating**

Proficiency on Standard 100%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</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.

**Evaluator's**

**Comments/Notes:** \_\_\_\_\_

Ineffective	Developing	Skilled	Accomplished
The employee consistently fails to demonstrate minimum competency. There is little or no improvement overtime. The Employee requires immediate assistance in this area.	The employee demonstrated minimum competency. The Employee is making progress but requires ongoing professional support for necessary growth to occur.	The employee consistently meets expectations for performance and fully demonstrates knowledge of standard.	The employee is a leader and model of the standard in the classroom, school and district. The Employee can mentor colleagues

**Employee Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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

**Date** \_\_\_\_\_

\*The signatures above indicate that the employee and evaluator have discussed the Summative Rating.

**Note:** The employee 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.

# Maple Heights City Schools Employee Evaluation System

## Assessment of Employee Performance Rubric

	Ineffective	Developing	Proficient	Accomplished
<b>Standard 1: Students</b>	The employee does not build on or connect to students' prior knowledge, or may give an explanation that is illogical or inaccurate.	The employee makes an attempt to connect students' prior knowledge, to previous lessons or future learning but is not completely successful.	The employee makes clear and coherent connections with students' prior knowledge and future learning.	The employee uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The employee makes meaningful and relevant connections between school experiences, real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.
	The employee demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The employee demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The employee demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The employee demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.
	The employee's interaction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The employee's interaction draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences.	The employee's interaction draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The employee's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data with research to identify specific strategies to support teachers planning.  The employee researches and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students, as to support teachers in planning.
	The employee does not attempt to make the interaction accessible and challenging for most students, or attempts are developmentally inappropriate.	The employee relies on a single strategy or alternate set of materials to make the interaction accessible to most students though some students may not be able to access certain parts and/or some may not be challenged.	The employee supports the learning needs of students through a variety of strategies and materials.	The employee supports the learning needs of students by helping to match strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom and sharing these strategies with the classroom teacher.
	There is little or no evidence of a positive rapport between the employee and students. For example, the employee may respond disrespectfully to students or ignore their questions or comments.	The employee is fair in the treatment of students and establishes a basic rapport with them. For example, the employee addresses student's questions or comments but does not inquire about their overall well-being.	The employee has positive rapport with students and demonstrates respect for and interest in all students. For example, the employee makes eye contact and connects with individual students.	The employee has positive rapport with students and demonstrates respect for, and interest in, individual students' experiences, thoughts and opinions. For example, the employee responds quietly, individually, and sensitively to student confusion or distress.
	Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The employee responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The employee inconsistently monitors behavior.	Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.

	Ineffective	Developing	Proficient	Accomplished
<b>Standard 2: Content</b>	An employee's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding.	Employee explanations are accurate and generally clear but may not fully clarify information based on questions, leading to confusion or limiting discussion.	Employee explanations are clear and accurate. They use developmentally appropriate strategies to perform job duties.	Employee explanations are clear, coherent, and precise. They use well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage questions and discussion.
	The employee makes to attempt to select materials or resources to support instruction.	The employee makes an attempt to select materials and resources to support instruction, but does not include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The employee selects materials and resources that are aligned to the important content, concepts, and processes in school and district curriculum priorities and in state standards in order to support instruction.	The employee selects materials and resources that reflect 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.
<b>Standard 3: Assessment</b>	The employee does not support assessment of student learning or does not analyze student learning data to inform implementation, planning, scheduling and modification of assessments	The employee can identify the characteristics, uses, and limitations of various assessments but does not consistently support their implementation, planning, scheduling and modification of assessments	The employee demonstrates an understanding that supporting assessment involves implementation, planning, scheduling and modification of assessments	The employee actively supports assessments and their implementation, planning, scheduling and modification for the full range of student needs through collaborative efforts.
	The employee does not routinely use assessments to measure student mastery.	The employee uses assessments to measure student mastery, but may not differentiate support based on this information.	The employee uses assessment data to identify students' strengths and needs, and modifies and differentiates support accordingly, although the employee may not be able to anticipate learning obstacles.	The employee uses assessment data to identify students' strengths and needs, and modifies and differentiates support accordingly, as well as examines student assessment results to reveal trends and patterns in student progress and to anticipate learning obstacles.
	The employee persists in using a particular strategy for responding to student needs, even when the approach is not succeeding.	The employee gathers and uses student data from a few sources to choose appropriate support strategies for groups of students.	The employee gathers and uses student data from a variety of sources to choose and implement appropriate support for individuals and groups of students.	By using student data from a variety of sources, the employee appropriately adapts support to meet the needs of individual students as well as the larger student body.
	The employee does not provide students with feedback about their academic progress.	Students receive occasional or limited feedback about their performance in applicable areas from the employee.	The employee provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The employee provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The employee provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The employee uses appropriate data to reflect on his or her own effectiveness and to monitor support strategies and behaviors in relation to student success.
<b>Standard 4:</b>	*Standard 4 only applies to classroom teachers.		100	

<b>Standard 5: Learning Environment</b>	There is little or no evidence of a positive rapport between the employee and students. For example, the employee may respond disrespectfully to students or ignore their questions or comments.	The employee is fair in the treatment of students and establishes a basic rapport with them. For example, the employee addresses student's questions or comments but does not inquire about their overall well-being.	The employee has positive rapport with students and demonstrates respect for and interest in all students. For example, the employee makes eye contact and connects with individual students.	The employee has positive rapport with students and demonstrates respect for, and interest in, individual students' experiences, thoughts and opinions. For example, the employee responds quietly, individually, and sensitively to student confusion or distress.
	Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The employee responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The employee inconsistently monitors behavior.	Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
<b>Standard 6: Collaboration and Communication</b>	The employee fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The employee 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.	The employee 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.	The employee communicates effectively with students, families, and colleagues. The employee collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
	The employee creates a learning environment that allows for little or no communication or engagement with families.	The employee welcomes communication from families and replies in a timely manner.	The employee engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The employee engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
<b>Standard 7: Professional Responsibility and Grow</b>	The employee fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The employee 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.	The employee 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.	The employee communicates effectively with students, families, and colleagues. The employee collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
	The employee fails to understand and follow regulations, policies, and agreements.	The employee understands and follows district policies and state and federal regulations at a minimal level.	The employee meets ethical and professional responsibilities with integrity and honesty. The employee models and upholds district policies and state and federal regulations.	The employee meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
	The employee fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The employee identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The employee sets data-based short- and long-term professional goals and takes action to meet these goals.	The employee sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.

**APPENDIX 13**  
**MAPLE HEIGHTS CITY SCHOOLS**  
**REQUEST FOR RECLASSIFICATION**

Employee's Name: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

I hereby request reclassification for purposes of my placement on the salary schedule. I have completed the following additional training/education:

\_\_\_\_\_  
\_\_\_\_\_

- Attached is the official transcript reflecting the additional training.
- The official transcript is not yet available, for reasons beyond my control. I have attached supporting verification from the university granting the additional training.
- I have requested the university directly forward to the District the official transcript reflecting the additional training.

*All coursework taken for reclassification must be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio).*

I CERTIFY THAT THIS REQUEST FOR RECLASSIFICATION IS BEING SUBMITTED IN CONFORMANCE WITH ARTICLE 12.02, RECLASSIFICATION.

Signed: \_\_\_\_\_  
Employee's Signature

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

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For Office Use:

*This form and the official transcript supporting verification reflecting additional training must be submitted on or before October 15 of the year in which reclassification credit on the salary schedule is sought. No credit will be given on the salary schedule until the official transcript is on file, which, in any event, must be no later than February 15. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date.*

**APPENDIX 14**  
**Maple Heights City Schools**  
**PRE-APPROVAL FORM**  
**TUITION REIMBURSEMENT PROGRAM**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_  
For Office Use Only

College/University offering coursework \_\_\_\_\_

Official Course Number \_\_\_\_\_ Number of Hours \_\_\_\_\_  
(semester/quarter)

Name of Course (enclose a copy of the official course description which includes the class start date) \_\_\_\_\_  
\_\_\_\_\_

Quarter/semester and year course will be taken \_\_\_\_\_

Course offered as a pass/fail only? Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered Yes above, documentation must be included with this form.

Is another organization/agency providing assistance with your tuition?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, name of organization/agency \_\_\_\_\_

Details of assistance provided \_\_\_\_\_  
\_\_\_\_\_

Employees' signature \_\_\_\_\_

Hours Approved \_\_\_\_\_  Yes  No

Reason for denial \_\_\_\_\_

LPDC Chairperson \_\_\_\_\_  
(or Designee) (Signature)

Superintendent \_\_\_\_\_  
(or Designee) (Signature)