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K32453

**Maplewood Career Center  
MCCEA Master Agreement  
July 1, 2015 – June 30, 2018**

## I. RECOGNITION

- A. The Board hereby recognizes the Maplewood Career Center Education Association (MCCEA), affiliated with the National Education Association and the Ohio Education Association, as the sole and exclusive bargaining representative for the bargaining unit composed of classroom teachers, guidance counselors, special area teachers, other employees on the teachers' salary schedule, and tutors, certificated by the State of Ohio Department of Education, employed on a regular full-time basis, and who do not have administrative authority to evaluate or recommend termination or nonrenewal of a member of the bargaining unit.
- B. The following classifications of employees shall be excluded from the bargaining unit:  
(1) Superintendent, (2) Directors, (3) Supervisors, (4) exclusive full- and part-time teachers and tutors of adult education, (5) substitute teachers, and (6) substitute tutors. This recognition is for the purpose of collective bargaining with respect to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section. ORC 4117.08 (A)
- C. The Association shall present to the Superintendent a notarized statement before January 1 of each year listing the members of the Association. Recognition of the MCCEA shall remain in effect as long as a majority of the eligible bargaining unit members are members of the Association.

## II. NEGOTIATIONS PROCEDURES

### A. Duration Of Agreement

This agreement shall be in effect from 12:00 am, July 1, 2015 through 11:59 pm, June 30, 2018.

### B. Preamble

1. The Maplewood Career Center Board of Education, hereinafter called the Board, and the Maplewood Career Center Education Association, hereinafter called the Association, agree to meet in good faith, which means:
  - a. teams shall meet at reasonable times
  - b. each team will be willing to react to the other's proposals
  - c. teams are not required to make concessions
  - d. teams shall work openly and fairly
  - e. teams shall provide viable counter proposals when in disagreement
  - f. teams shall consider Interest-Based Bargaining
2. The president of the Association shall submit to the Superintendent in writing a request to initiate negotiations between February 1 and March 1 of the last year of the contract.

### C. Bargaining

The parties will select either interest-based bargaining or traditional bargaining, with the guidelines listed below. All pre-negotiations communications will be between the president of the Association and the Superintendent. If interest-based bargaining is used, training will be provided for all team members by the Federal Mediation and Conciliation Service.

Item	Interest-Based		Traditional	
a. Team Members	MCCEA	3 elected members 2 elected alternates	MCCEA	3 elected members 2 elected alternates Secretary (notes only)
	Board	5 board representatives (maximum)	Board	3 board representatives
	Notes	neutral person agreed to by both parties	Other	Superintendent Treasurer
	Either team may use a substitute		Either team may use a substitute	
b. Scope of Discussion	<ul style="list-style-type: none"> <li>➤ Wages</li> <li>➤ Hours</li> <li>➤ Terms</li> <li>➤ Other Conditions of Employment</li> <li>➤ All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section. ORC 4417.08(A)</li> </ul>		<ul style="list-style-type: none"> <li>➤ Wages</li> <li>➤ Hours</li> <li>➤ Terms</li> <li>➤ Other Conditions of Employment</li> <li>➤ All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section. ORC 4417.08(A)</li> </ul>	
c. First Session	<ul style="list-style-type: none"> <li>➤ Scheduled within 10 days of receipt of Intent to Negotiate</li> <li>➤ The Association will notify SERB of commencement of negotiations and the dispute resolution procedures</li> <li>➤ Meetings shall be in executive session unless otherwise agreed by both parties</li> <li>➤ Ground rules set and agreed to by both parties at the first session</li> </ul>		<ul style="list-style-type: none"> <li>➤ Scheduled within 10 days of receipt of Intent to Negotiate</li> <li>➤ The Association will notify SERB of commencement of negotiations and the dispute resolution procedures</li> <li>➤ Meetings shall be in executive session unless otherwise agreed by both parties</li> </ul>	
d. Proposal	<ul style="list-style-type: none"> <li>➤ The teams shall follow the interest-based procedures agreed to at the first session</li> </ul>		<ul style="list-style-type: none"> <li>➤ The MCCEA shall present a proposal of contract changes at the first session, and no new items may be added after that proposal</li> </ul>	
e. Subsequent Sessions	<ul style="list-style-type: none"> <li>➤ The teams shall follow the interest-based procedures agreed to at the first session</li> </ul>		<ul style="list-style-type: none"> <li>➤ Any team member may call for a caucus</li> <li>➤ Meetings are limited to 1.5 hours unless both parties agree to lengthen</li> <li>➤ There will be a chief spokesperson for each team</li> <li>➤ The chief spokesperson for the board will serve as chairperson and will call order if comments become out of line</li> </ul>	

## C. Bargaining (cont'd)

Item	Interest-Based	Traditional
f. Subsequent Sessions (cont'd)		<ul style="list-style-type: none"> <li>➤ The Treasurer will take minutes, which will be distributed to all members for corrections, deletions, additions, and approval, and signed by both chief spokespersons</li> <li>➤ Any agreements reached are subject to the final approval of both the Board and the Association</li> <li>➤ There will be no press releases without agreement of both parties</li> <li>➤ Each team will make progress reports to their own organization</li> <li>➤ Prior to the completion of each session, a mutually agreeable time, place, and date shall be set for the next session</li> </ul>
g. Stalemate	<ul style="list-style-type: none"> <li>➤ Each party pledges an honest effort to make IBB a successful venture. However, either party has the unilateral right to abandon the process at any time without being subjected to an Unfair Labor Practice charge</li> </ul>	<ul style="list-style-type: none"> <li>➤ If 51 days prior to the expiration of this agreement the parties have not reached a new agreement, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist in reaching agreement. This exclusive dispute resolution procedure is mutually agreed to be the parties under ORC 4117.14(C)(1)(f) and is intended to supersede procedures contained in ORC 4117.14. In the event that FMCS will not provide a mediator, then the parties shall mutually select a mediator either through the American Arbitration Association (AAA) as provided in the AAA's rules and regulations or through such other agency as the parties mutually agree. Service of a paid arbitrator shall be limited to 2 days, with the cost of such service to be borne 75% by the Board and 25% or a maximum of \$300 to be borne by the Association.</li> </ul>
h. Agreement	<ul style="list-style-type: none"> <li>➤ The teams shall follow the interest-based procedures agreed to at the first session</li> </ul>	<ul style="list-style-type: none"> <li>➤ When an agreement is reached, the outcome shall be put in writing and submitted to the Association for ratification not more than 3 days before the next scheduled Board meeting</li> <li>➤ The agreement will then go to the Board for formal approval</li> </ul>
i. Board Resolution	<ul style="list-style-type: none"> <li>➤ The teams shall follow the interest-based procedures agreed to at the first session</li> </ul>	<ul style="list-style-type: none"> <li>➤ Following ratification by the Association and approval by the Board, the Board shall adopt a resolution setting forth the agreement and its duration. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board.</li> </ul>

### III. ASSOCIATION RIGHTS

#### A. Privileges

As the recognized bargaining unit representative and agent, the Association has the following privileges:

1. Communicate with members via a bulletin board and with approval of Career/Technical Director, via PA or at end of staff meetings.
2. The Association may use the staff mailboxes to communicate dates and times of Association meetings, being held at Maplewood, for the purpose of administration and enforcement of the collective bargaining agreement. (This right does not grant the Association permission to use the staff mailboxes to distribute flyers, advertisements, social event notification, solicitation, political statements, surveys, personal communications, or any other communication unrelated to setting a time and date for a meeting.)
3. The Association will be permitted to distribute the official NEA/OEA Uniserv Council Newsletter and NEOEA News Views publication through the staff mailboxes.
4. With the Superintendent's approval, to meet in a school room for Association meetings beginning at 2:45 pm on student school days without using comp time; however, members must use earned comp time beginning with the fourth meeting of the year.
5. With the exception of the cost of paper, copying, and loss/damage, to use, on non-school time without charge, typewriters, copy machines, computers, and audiovisual equipment.
6. Hold a 60-minute meeting on any nonstudent in-service or report day if it does not interfere with school-sponsored activities.

#### B. Information

1. The administration shall provide the following items to the Association as they are available:
 

<ol style="list-style-type: none"> <li>a. Board of Education agenda prior to meetings</li> <li>b. Detailed financial statement</li> <li>c. Monthly expenditure list of bills paid</li> </ol>	<ol style="list-style-type: none"> <li>d. Board of Education meeting minutes</li> <li>e. Other documents prepared for the public and media for Board meetings</li> </ol>
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2. If requested in writing by the Association president, the administration shall supply:
  - a. annual appropriation resolution as submitted to the Board
  - b. annual appropriation budget as submitted to the Board
  - c. auditor's amended certificate

#### C. Superintendent/Association Meetings

1. The Superintendent and Career/Technical Director will meet with the Association President and President Elect as frequently as needed:
  - a. Any party may initiate the meeting by presenting between the 15<sup>th</sup> and 30<sup>th</sup> of the month a written agenda of items to be discussed.
  - b. The Superintendent will set a date, time, and place within two weeks of written request.
  - c. By mutual consent, other officers and administrators may also attend the meetings.
  - d. If no request is made, it will be assumed a meeting was not desired.

**D. Board/Superintendent/Association Meetings**

1. The Board President or Vice President, Superintendent, and Association President or President Elect shall meet in October and May of each year of the contract if requested by any of the concerned parties:
  - a. Any party may initiate the meeting by presenting between the 15<sup>th</sup> and 30<sup>th</sup> of the month a written agenda of items to be discussed.
  - b. The Superintendent will set a date, time, and place within two weeks of written request.
  - c. If no request is made, it will be assumed a meeting was not desired.

**E. Fair Share Fee**

The Board agrees to automatic payroll deduction as a condition of employment from the pay of all bargaining unit members who choose not to remain or become members:

**MCCEA:**

- a. The Association will offer membership to all eligible bargaining unit members and will notify the MCC Treasurer of dues amount for those declining membership.
- b. The amount shall equal the dues of the Association, pro-rated if part of year.
- c. Nonmembers may appeal Fair Share implementation to the Association or other remedies provided by law.
- d. The MCCEA President will inform the MCC Treasurer, in writing, when the Association can legally begin collecting fair share fees through payroll deduction.
- e. The Association shall hold harmless the Board and the MCC Treasurer regarding the collection of fair share membership dues if the MCCEA President fails to submit a letter to the MCC Treasurer indicating that deductions may begin.
- f. The Association shall hold harmless the Board and the MCC Treasurer for not withholding fair share fees from the pay of any bargaining unit member who refuses to sign an authorization for the deduction.

**MCC Treasurer:**

- g. The MCCEA President's letter informing the MCC Treasurer that fair share dues deductions may begin will be dated upon receipt.
- h. Fair share member deductions will be deducted the next pay period after the pay period in which the receipt date falls.
- i. Fair share membership dues will be prorated based upon the figure provided by the MCCEA Treasurer and will be deducted every pay through the end of July.
- j. The MCC Treasurer will promptly send dues to the Association along with a list of names, period covered, and amounts deducted.
- k. The Association shall hold harmless the Board and the MCC Treasurer for the accuracy of the amounts to be withheld that are provided by the MCCEA Treasurer.

## IV. BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in ORC 4117.08:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards or services, its overall budget, utilization of technology, and organization structure.
  2. Direct, supervise, evaluate, or hire employees.
  3. Maintain and improve the efficiency and effectiveness of governmental operations.
  4. Determine the overall methods, process, means, or personnel by which government operations are to be conducted.
  5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees.
  6. Determine the adequacy of the work force.
  7. Determine the overall mission of the employer as a unit of government.
  8. Effectively manage the work force.
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. Employment of Retired Teachers, Including Those with Prior Service Credit in Maplewood Career Center
1. Retired teachers will be employed only in the event that a qualified certificated/licensed teacher is not available. Retired teachers who will be considered for employment will be given a copy of this section of the negotiated agreement prior to acceptance of position. The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service retirement. Specifically, the parties agree that:
    - a. The Board is under no obligation to employ any retired teacher and, further, there is no expectation of continued employment or re-employment when a teacher retires from Maplewood Career Center. Such teachers need not be interviewed by the Board for any open positions for which they may apply. Retired teachers who previously worked in the district are not guaranteed a particular assignment upon re-employment. Retired teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to the negotiated agreement.
    - b. A "retired" teacher already receiving health benefits through STRS and who is employed or re-employed by the Board must agree to waive any and all rights to such coverage as a condition of employment (or re-employment) in addition to eligibility for any opt-out amounts that might otherwise be payable for such coverage and such teachers may be required to execute an appropriate waiver declining the Board's coverage and eligibility for an opt-out, if any, upon such employment or re-employment. To the extent that a retired teacher previously covered by STRS loses insurance coverage through changes in STRS regulation, state law, or through legal action, such teachers would immediately be eligible to participate in the Board's health insurance coverage (or opt-out, if applicable) on par with

- any other teacher. Likewise, any retired teachers not yet eligible for health insurance benefits through STRS may participate in the Board's health insurance coverage until they become eligible for STRS insurance coverage.
- c. Salary placement for years of service granted for newly hired teachers not previously employed by the Board shall be consistent with the terms of the collective bargaining agreement. Notwithstanding ORC 3317.13 and 3317.14, salary placement for years of service granted for retired teachers previously employed by Maplewood Career Center Board of Education shall be as if such teacher was new to the District and therefore will be consistent with the terms of the collective bargaining agreement for newly hired teachers not previously employed by the Board. Any salary schedule placement determination as set forth shall be considered final and shall not be subject to challenge through the grievance procedure or otherwise.
  - d. Salary placement for educational status (i.e., "horizontal" placement from BA through Masters +20) shall be fully recognized.
  - e. Seniority for retired teachers newly hired by the Board as well as for Maplewood Career Center teachers returning to employment with the Board after retirement will be zero (0) years and remain at zero years throughout the retired teacher's "post-retirement" tenure.
  - f. Teachers employed by the Board after retirement shall not be eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with ORC Sections 3319.11 and 3319.111. For purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces ORC Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement and are restricted to 1-year limited contracts of employment.
  - g. In the event the Board determines it necessary to enact a reduction in force pursuant to Article XI, teachers employed by the Board after retirement shall not be rehired at the end of their 1-year contract to fill any position that might otherwise be available for interested non-retired members of the bargaining unit. Further, teachers employed by the Board after retirement shall have no bumping rights nor any right to recall.
  - h. There will be no severance pay for accumulated sick leave for retired teachers employed by the Board; however, such teachers will be granted three (3) days of sick leave with their first contract with the Board after their initial retirement and will accumulate sick leave thereafter on par with other teachers. The parties specifically agree that this provision supersedes ORC 3319.141.
  - i. Retired teachers employed by the Board are not eligible to participate in any retirement incentive programs.
  - j. The availability of an appropriate payment for supplemental contracts is unaffected by the terms of this provision.
  - k. Retire/rehire instructors will be evaluated using the same procedures as other instructors. As stated previously, nonrenewal of such teachers will be deemed automatic upon the expiration of their limited contract and the nonrenewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
  - l. Teachers employed by the Board after retirement may not accrue additional STRS credit as a result of their teaching service following their initial retirement. Instead, the Board and the retired teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the retired teacher's accumulated contributions during his/her period of

service as a regular teacher following his/her initial retirement. For additional information concerning the annuity, see ORC 3307.35.

- m. Subject to these provisions, teachers employed by the Board after retirement are part of the bargaining unit.
- n. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of ORC 3317.13, 3317.14, 3319.11, 3319.111, 3319.141, and any and all other inconsistent or contrary state or federal statutes, laws, and/or regulations.

## V. BENEFITS

### A. Personal Leave

1. Definition:
  - a. For purposes of personal leave, a day shall be defined as a period of time equal to the staff member's normally scheduled work day.
2. Eligibility:
  - a. First year bargaining unit members are eligible for one (1) unrestricted personal leave day.
  - b. Bargaining unit members who have worked 120 days or more as a bargaining unit member the prior school year are eligible for three (3) unrestricted personal leave days.
  - c. Bargaining unit members who have worked between 60 and 119 days as a bargaining unit member the prior school year are eligible for two (2) unrestricted personal leave days.
  - d. Bargaining unit members who have worked less than 60 days as a bargaining unit member the prior school year are eligible for one (1) unrestricted personal leave day.
3. Use:
  - a. Bargaining unit member must get a personal leave day form from the Superintendent's office, submit it to the immediate supervisor, and have it approved by the Superintendent as far as advance as possible and at least one day in advance of the requested day.
  - b. Leave without pay may also be granted at the discretion of the Superintendent by following the same procedure.
  - c. Personal leave shall not be taken on the day before or after holidays or holiday breaks, such as Christmas or Spring Break; however, partial leave may be taken provided the staff member returns to school for at least half (1/2) of the work day. The personal leave must be taken during the first half (1/2) of the workday before a holiday/break or the second half (1/2) of the workday after a holiday/break.
  - d. Use of increments of 15 minutes may be approved at the discretion of the Superintendent if substitute coverage is available and if the usage follows the dictates of the school day schedule and beginning and ending of class periods.
4. Pay for Unused Personal Leave:
  - a. Bargaining unit members who have worked 120 days or more the prior school year at Maplewood may convert unused personal leave days earned the current year, rounded to the nearest increment used, to a lump sum payment at 85% of their normal per diem rate for a normally scheduled work day.
  - b. Payment to be by July 1 of the current year.

5. Other:
  - a. Personal leave shall be noncumulative and shall not be deducted from the bargaining unit member's accumulated sick leave.

## B. SICK LEAVE

1. Earning:
  - a. Bargaining unit members who are scheduled to work more than four (4) hours daily shall earn 1.25 sick leave days each month of service, which is fifteen (15) days per school year, cumulative without limit.
  - b. Bargaining unit members who are scheduled to work less than four (4) hours daily shall earn .75 sick leave days each month of service, which is 7.5 days per school year, cumulative without limit.
2. Advancement of Sick Leave:
  - a. Bargaining unit members must work twelve (12) months beyond the date of employment to be eligible for the advancement of sick leave.
  - b. If a bargaining unit member's days used exceeds the number accumulated, that member shall be entitled to an advancement of five (5) sick leave days.
  - c. If the member remains employed by the Board, that member must earn back sick leave days that were advanced.
  - d. If the member does not remain employed by the Board, is placed on unpaid leave of absence, or dies, the advanced sick leave days shall be deducted from the final adjusted pay.
3. Using:
  - a. Sick leave use for illness or death of family members is limited to spouse, parent, parent of spouse, child, sibling, grandparents, and grandchildren.
  - b. Sick leave use for illness or death of other family members is limited to a maximum of five (5) days per year and one (1) per family member, including foster mother, foster father, brother-in-law, sister-in-law, foster child, uncle, aunt, niece, or nephew.
4. Perfect Attendance Incentive:
  - a. For the purpose of this incentive, perfect attendance is defined as not using personal leave, sick leave, or being tardy.
  - b. The Board will grant a \$25 bonus for each grading period of perfect attendance, payable at the end of each grading period.
  - c. The Board will grant an additional \$200 bonus by July 1 for one (1) full year of perfect attendance.

## C. FAMILY AND MEDICAL LEAVE ACT

1. General Terms of the Leave:
  - a. Bargaining unit members who have worked for the district for at least twelve (12) months and worked at least 1,250 hours in the preceding twelve (12) months are eligible for up to twelve (12) weeks of unpaid leave during any rolling twelve (12) month period for any of the following four reasons:
    - (1) birth of a child and child care;
    - (2) placement for adoption or for foster child;
    - (3) serious illness of a spouse, child, or parent; and
    - (4) personal serious illness.

- b. As used in this section of the Family Leave and Medical Act, parent, son, and daughter include biological, step, adopted, or foster, and serious illness includes both mental and physical illness.
2. Maintenance of Benefits:
- a. The Board will continue the group health plan including hospitalization and major medical, dental, optical, prescription card, and life insurance coverage during the family leave with the employee being responsible for his/her share of the premium.
  - b. The Board will reinstate the employee to the same or an equivalent position upon return, meaning the same wages, number of hours, terms, and conditions of employment. Other benefits accrued prior to the leave will be maintained.
3. Intermittent Leaves/Reduced Schedules:
- a. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury and may include leaves of periods as short as those used by the district for sick and personal leave, up to several weeks.
  - b. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
  - c. Reduced leave is leave that reduces an employee's usual number of working hours per work week or hours per work day. This is a change in the schedule for a period of time.
  - d. An employee is eligible for the equivalent of sixty (60) times the normal number of hours in a work day (the equivalent of twelve (12) weeks off) during a twelve (12) month period, subject to the following:
    - (1) The Board reserves the right to transfer the employee to a different shift or weekly schedule that better accommodates the leave and work duties.
    - (2) The employee must make reasonable efforts to schedule treatments to minimize disruptions.
    - (3) The employee must provide reasonable advance notice.
    - (4) Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child or placement for adoption or foster child.
    - (5) In the case of instructional staff members, in order to minimize the impact of the leave on students:
      - (a) The Board may require the employee to take a regular leave or transfer to an alternate position if the treatment is foreseeable, requires planned medical treatment, and the required intermittent leave exceeds twenty (20) percent of the working days that the leave would extend.
      - (b) The Board may require the leave to extend to the end of the academic semester if the leave is to begin more than five (5) weeks prior to the end, is at least three (3) weeks in length, and the expected return is during the last three (3) weeks of the semester.
      - (c) The Board may require the leave to extend to the end of the academic semester if the leave is to begin with five (5) weeks or less left in the semester, the leave is greater than two (2) weeks in length, and the expected return is during the last two (2) weeks of the semester.
      - (d) The Board may require the leave to extend to the end of the academic semester if the leave is to begin during the last three (3) weeks of the semester and is for six (6) working days or more.

4. Miscellaneous:
  - a. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, placement for adoption or foster child, or the care of a parent.
  - b. The combined entitlement is not limited to twelve (12) weeks when the leave is for the illness of a spouse or child or the illness of the employee.
  - c. Leaves for the birth of a child, child care, placement for adoption and/or foster parenting must be requested within one (1) year of the date of birth or date of placement or adoption, and 30 days or as soon as possible in advance of the requested start of the leave.
5. Assurances, Medical Verification, and Medical Certification:
  - a. The Board may request medical verification and certification of the need to be on leave.
  - b. The Board may request second and in some cases a third medical opinion at Board expense.
  - c. The Board may request periodic assurances while the employee is on leave and/or certification that the employee can resume duties upon return to work.
  - d. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued illness, death, or family circumstances prevent the employee from returning to work.

#### **D. ASSAULT LEAVE**

1. Eligibility:
  - a. A bargaining unit member who is required to be absent due to physical disability resulting from an assault is eligible for assault leave.
  - b. Assault occurred in the course of Board employment while on duty on school grounds during school hours or in attendance at a school-sponsored function.
2. Terms:
  - a. Once the Board has determined eligibility, leave shall not exceed 30 days.
  - b. Bargaining unit member must give a notarized statement to the Treasurer indicating the nature of the injury, the date of occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the bargaining unit member to participate and cooperate with the Board in pursuing legal action against the assailant(s).
  - c. If leave is for more than two (2) consecutive work days, the bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
3. Payment:
  - a. Full payment for assault leave, less worker's compensation benefits and any other financial remuneration, shall not exceed the bargaining unit member's per diem rate of pay and will not be approved for payment unless and until the form and certificate mentioned above are supplied to the Treasurer.
  - b. Falsification of either the signed statement or the physician certificate is grounds for suspension or termination of employment under ORC 3319.16.
4. Sick Leave:
  - a. The Superintendent, with the recommendation of the employee's physician, can extend the assault leave before the employee begins to use sick leave.

- b. If the bargaining unit member exhausts the assault leave, he/she may use sick leave.
- c. If the bargaining unit member exhausts both the assault leave and the sick leave, the member may apply for further assault leave, and approval shall be determined solely by the Board.

5. Termination of Leave Provision:

- a. If the bargaining unit member becomes eligible for benefits under the State Teachers Retirement System because of disability or because of age, or if the bargaining unit member's employment by the Board ceases, this leave provision shall no longer apply.

**E. PARENTAL LEAVE**

1. Family and Medical Leave Act:

- a. Provisions of the Family Leave and Medical Act will apply as appropriate to all members of the bargaining unit.

2. Sick Leave:

- a. Any bargaining unit member may use sick leave or sick leave advancements for absence due to disability caused, or contributed to, by the bargaining unit member's pregnancy, miscarriage, childbirth, and recovery (hereafter collectively referred to as "pregnancy").

3. Years of Service:

- a. An unpaid parental leave of one full year shall not add to service but shall not interrupt service.

4. Unpaid Parental Leave:

- a. Unpaid parental leave may be used by any bargaining unit member who is still disabled by pregnancy after exhausting sick leave.
- b. A bargaining unit member who is pregnant or adopting a child less than one year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin at any time during pregnancy or upon the receipt of adoption custody.
- c. The maximum for such leave shall be for the remainder of the semester or current school year, and thereafter for one additional consecutive semester or consecutive full school year, if desired.
- d. Application for parental leave shall be filed with the Superintendent as soon as possible, but no less than 30 days prior to the expected date of the commencement of the leave.
- e. Application shall state the expected date of birth, or in the case of adoption the date of obtaining custody, the date on which the leave is to commence, and the expected date of return to work.

5. Maintenance of Benefits:

- a. Any bargaining unit member on unpaid maternity leave may elect to continue to be covered by any and all group insurance plans in which he/she currently participates, provided the employee applies in writing to the Treasurer for such coverage and pays in advance of each premium due date the full premium for such insurance, along with any service charges, in accordance with the policies of the Treasurer.
- b. Any overpayment of premium shall be refunded to the employee upon termination of the leave.
- c. This provision shall be subject to the approval of the insurance provider and the terms of the applicable insurance policies and agreements.

6. Reinstatement After Leave:

- a. The bargaining unit member shall be entitled to reinstatement at the expiration of the leave to the general teaching assignment held immediately prior to the leave, unless changes in pupil enrollment, or the combination or elimination of positions make it necessary for the bargaining unit member to accept a different position.
- b. The bargaining unit member shall notify the Superintendent of his/her intent to return to teaching no later than March 15 preceding the school year in which he/she intends to return, and if he/she fails to do so, he/she shall be deemed to have waived the right to continued employment.
- c. Once the bargaining unit member is released by his/her doctor, the maternity leave may be shortened at the request of either the Superintendent or the bargaining unit member and with the consent of both.
- d. If a bargaining unit member who had been approved for an unpaid leave for an additional full school year decides not to take that additional year, he/she shall be entitled to return at the beginning of that full year provided that he/she gives written notice to the Superintendent no later than March 15 prior to the beginning of said school year and provided he/she has been released by her doctor to return to work.
- e. Otherwise, the early return from approved leave with doctor's release will be with the approval of the Superintendent.
- f. In the case of miscarriage, the bargaining unit member shall be entitled to reinstatement after being released by her doctor.

**F. SABBATICAL LEAVE**

1. Eligibility:

- a. A bargaining unit member must have completed at least five consecutive years as a full-time bargaining unit member.

2. Duration and Purpose of Leave:

- a. Unpaid leave not to exceed one school year for the purpose of professional improvement.

3. Procedure:

- a. Requests must be made in writing to the Superintendent no later than April 1 prior to the school year for which leave is requested, with approval by the Board.
- b. Request shall include the dates and professional improvement purpose for the leave.
- c. Sabbatical leave is limited to two (2) bargaining unit members in any one school year.

4. Maintenance of Benefits:

- a. Any bargaining unit member on unpaid sabbatical leave may elect to continue to be covered by any and all group insurance plans in which he/she currently participates, provided the employee applies in writing to the Treasurer for such coverage and pays in advance of each premium due date the full premium for such insurance, along with any service charges, in accordance with the policies of the Treasurer.
- b. Any overpayment of premium shall be refunded to the employee upon termination of the leave.
- c. This provision shall be subject to the approval of the insurance provider and the terms of the applicable insurance policies and agreements.

5. Return from Leave:
  - a. The bargaining unit member shall be entitled to return to the same position if it exists or to an equivalent position for which he/she holds proper certification, with an equivalent base pay rate subject to the reduction in force provisions of this agreement.
  - b. Otherwise, the bargaining unit member shall be entitled to return to another position if one is available and agreed upon by the bargaining unit member and the administration.
6. Years of Service:
  - a. An unpaid sabbatical leave of one full year shall not add to service but shall not interrupt service.

#### **G. RETIREMENT SEVERANCE PAY**

1. Eligibility:
  - a. The Board authorizes severance pay for all eligible bargaining unit members, which includes all certificated staff members who are presently employed by the Board for a 5-year period or more and who have earned and accumulated sick days.
2. Severance Calculation:
  - a. The Board shall provide severance pay equal to 50% of the bargaining unit member's accumulated sick leave up to an accumulation of 170 days, not to exceed 85 full days paid.
3. Applying for Severance:
  - a. A bargaining unit member has up to one year following separation of service with the school district to apply for and receive severance pay.
  - b. A bargaining unit member must select date for payment of severance prior to the official date of retirement, and this date selection is irrevocable.
  - c. A bargaining unit member has two choices for selecting a payment date:
    - (1) upon presentation of proof that the first retirement check has been received, cashed, or deposited; or,
    - (2) within one (1) year of the employee's official date of retirement, with the employee specifying the date.
4. Payment:
  - a. The bargaining unit member shall receive one lump-sum payment upon retirement from this school district, after proving receipt of his/her first retirement check.
  - b. A bargaining unit member employed less than five (5) years in this school district shall be eligible under ORC 124.39 to receive the minimum severance payment specified by law.
  - c. A bargaining unit member who dies prior to receiving the total amount credited to his or her account will have the entire remaining balance paid promptly to his or her legal representative.

#### **H. INSURANCE PACKAGE**

1. Eligibility:
  - a. In order to qualify for any part of the insurance package, a bargaining unit member must be a full-time staff member working more than thirty-one (31) hours per week and scheduled to work at least 120 days during the school year, or be eligible under federal law.

2. Life Insurance and Accidental Death/Dismemberment Insurance
  - a. The Board shall pay 100% of the premium to provide each bargaining unit member with term life insurance and accidental death and dismemberment coverage in an amount that matches the member's salary to the nearest \$1,000, with a minimum of \$25,000 coverage.
  - b. The Board shall pay 100% of the premium to provide each bargaining unit member with term life insurance of \$10,000 for his or her spouse and \$5,000 for each dependent child.
  
3. Board paid premiums:
  - a. Board paid premium amounts identified throughout this document are predicated on the staff member covered under the District insurance plan completing an annual health appraisal (current name – Vitality Health Review) provided by the District.
  - b. Staff members who choose to forego the annual health appraisal will pay five percent (5%) more of the total premium and the Board will pay five percent (5%) less of the total premium. Example: *“The Board shall pay 90% of the premium to provide each bargaining unit member with comprehensive hospitalization and major medical insurance” – in this case bargaining members who fail to complete the annual health appraisal by October 1<sup>st</sup> - will be responsible for 15% of the premium and the Board will only pay 85% of the premium amount – this methodology will carry throughout all the premium amounts*
  - c. The health appraisal must be completed annually by October 1. Staff members who chose to forgo the appraisal will pay the increased premium rates for the entire contract year from July 1 to June 30. Reasonable alternatives will be provided to comply with Federal Law.
  
4. Hospitalization, Major Medical, and Prescription
  - a. Eligibility:
    - (1) The Board shall pay 90% of the premium to provide each bargaining unit member with comprehensive hospitalization and major medical insurance with no less specifications as shown in the District's Summary Plan Description (SPD) in effect on July 1, 2015.
    - (2) The Board will also offer a Minimum Essential Coverage (MEC) Plan as described in the Summary Plan Description (SPD) in effect on July 1, 2015. The purpose of this plan is to ensure compliance with the Federal Law and to avoid any penalties related to the law. The MEC plan may be amended from time to time to make sure it maintains Federal Law compliance.
  - b. Coverage:
    - (1) Prescription Drug Insurance – the Board shall pay 90% of the premium to provide single or family prescription drug insurance coverage for a three-tier prescription plan as shown in the District's Summary Plan Description (SPD) in effect July 1, 2015.
    - (2) Portage Consortium – bargaining unit members who have a spouse employed in a school district which participates in the Portage County School Consortium Health and Welfare Trust for health insurance coverage will select the plan of choice between the two (2) districts to place their entire family unit in that health insurance plan.
  - c. Dental:
    - (1) The Board will pay 90% of the premium to provide the dental package as defined in the District's Summary Plan Description (SPD) in effect as of July 1, 2015.
  - d. Optical:
    - (1) The Board will pay 90% of the premium to provide the optical package as defined in the District's Summary Plan Description (SPD) in effect as of July 1, 2015.
  
5. The Board will make available a premium only section 125 plan for the benefit of allowing contributions to be taken at a pre-tax basis.

## I. MISCELLANEOUS BENEFITS

### 1. Internal Substitution

- a. The administration will make every attempt to provide a certificated substitute for each absent classroom or lab bargaining unit member to whom class responsibilities are assigned. Should a qualified substitute not be available or if partial day substitution is necessary, internal substitution will be performed as follows:
- (1) If a substitute is not available, a bargaining unit member will be assigned to cover for the absent bargaining unit member.
  - (2) Bargaining unit members have the option of declining internal substitution once per semester.
  - (3) A bargaining unit member who declines the substituting assignment must sign the sign-off sheet in the high school office.
  - (4) Bargaining unit members who are assigned to cover for an absent staff member and do not receive a 40-minute preparatory period during the day of substitution will be compensated according to the internal substitution pay scale. (A staff member's preparatory time may be moved, during the student day, to ensure that they receive a 40-minute preparatory period.)
  - (5) Staff members who do not have a scheduled preparatory period during the student day will be paid according to the internal substitution pay scale the second time they substitute during a school day.
  - (6) Staff members who are used to substitute during their duty period will not be paid any additional monies for substituting.
  - (7) In substituting crises, administrators will substitute for absent bargaining unit members in order to maintain a disciplined and smooth-running educational system.

Internal substitution pay scale:

- (a) Junior & Senior Lab Simultaneously All Day - \$40 per day
- (b) Junior & Senior Lab Not Simultaneously - \$30 per day
- (c) Any Two Labs Simultaneously - \$30 per day
- (d) Individual Classes - \$25 per period up to a maximum of \$30 per day

### 2. Extra Duty Pay (Beyond Regular School Day)

- a. National Honor Society advisor(s):
1. Provided a supplemental contract for a period of one year.
  2. Supplemental contract will be \$1200 for one advisor or \$600 a piece for two advisors.
  3. National Honor Society advisor(s) will not be formally evaluated and will have no right to maintain the advisory position beyond the expiration of the supplemental contract they are granted.
  4. There is no requirement to award the National Honor Society supplemental contract based upon seniority, previous service in the position, and/or tenure.
  5. The number, selection, and/or renewal of advisors will be at the discretion of the administration.
  6. Bargaining unit members interested in serving as a National Honor Society advisor will submit a letter of interest to the Career/Technical Director by May 1, prior to the school year in which they are interested in serving as advisor.
  7. Supplemental contract payment for National Honor Society advisor(s) will be provided during the month of June, of the fiscal year in which the supplemental contract ends, upon completion of the required duties and submission of the proper paperwork.

8. The administration will provide interested parties with a job description following receipt of a letter of interest.
  9. The Board retains the right to change the National Honor Society advisor's job description yearly.
  10. Bargaining unit members will not receive compensatory time or mileage.
  11. If a bargaining unit member is absent for an extended period of time and is unable to perform the duties of this position, the administration will temporarily assign another bargaining unit member and prorate the payment of the supplemental contract accordingly.
- b. Banquets – with prior approval of the Career/Technical Director, Culinary Arts teachers shall be paid \$15 per hour when working beyond the normal work day to prepare, serve, and clean up from a banquet, no comp time or mileage.
  - c. Both the Option 4 Coordinator and the Option 4 Tutor will be granted up to 40 hours of work time, during the school year and outside of the work day, to work with students, as necessary, on job sites. Both individuals will be compensated at an hourly rate of \$15 per hour. In order to be paid, the individuals must receive approval from their Supervisor, the Career/Technical Director, or the Superintendent prior to performing the work.
  - d. Other – attendance by members at additional similar activities as agreed to by the Board and the Association shall be optional with reimbursement or comp time similar to items listed above.

### 3. Extended Time

- a. Eligibility:
  - (1) All bargaining unit members who teach programs that require extended service as a criteria for program approval will be given the minimum number of extended service days that will be approved by the State Department.
  - (2) The following bargaining unit members who teach programs that do not require extended service as a criteria for State Department approval shall be entitled to extended time:
    - (a) Combined Junior/Senior Program or Lab – four (4) days (if not covered by the first category above) – may be waived upon written request of the teacher, with approval of both the Supervisor and the Career/Technical Director.
    - (b) Guidance Counselors – ten (10) days.
    - (c) Option 4 Job Coach(es) – may work up to a combined total of eighty (80) hours at the regular hourly pay during the summer with prior written approval of the Supervisor or the Superintendent – if the eighty (80) hours are to be distributed among more than one job coach, distribution shall be based upon performance.
    - (d) VOSE Coordinators – two (2) days – with the priority being the distribution of student I.E.P.'s to instructors.
- b. Terms:
  - (1) Extended service days must be scheduled and completed before the start of the school year/junior orientation day, or as stated in the State Department operational directives.
  - (2) Any variance from this must be approved in advance by the Career/Technical Director.
  - (3) Unless otherwise stated, compensation will be at 80% of the member's per diem rate.
  - (4) New bargaining unit members who attend pre-service and summer follow-up workshops approved by the Superintendent shall be compensated at 75% of their per diem rate.

4. Mileage Reimbursement

- a. The Board shall reimburse bargaining unit members at a rate of thirty (30) cents or the federal rate per mile, whichever is greater.
- b. The federal rate will be verified by the Treasurer and the Association at the beginning of January, April, July, and October each year.
- c. Employees who are requested and agree to use their one-ton or larger truck for Maplewood business shall be paid twice the regular rate.

5. Course of Study Compensation

- a. Bargaining unit members who are required to write or revise a course of study shall be compensated \$250.00.
- b. The Administration shall schedule and conduct meetings on the required elements, guidelines, and format for the course of study. Bargaining unit members are expected to check with their supervisor periodically to assure that they are following the required guidelines.
- c. Typing services for courses of study shall be provided for the bargaining unit members. Bargaining unit members will provide the typist with legible copy, properly formatted, and with correct grammar, spelling, and punctuation.
- d. The work on said course of study shall be accomplished outside the scheduled work day.
- e. Compensation for the course of study writing or revisions will follow administrative approval and adoption by the Board.
- f. If two (2) or more bargaining unit members are involved in the writing or revision of a course of study, they shall agree to split the compensation equitably. Should they not agree on an equitable split, the determination will be made by the Association Executive Council.
- g. Bargaining unit members who are required to develop and write a course of study as part of the requirements for a provisional certificate/license will not be reimbursed under this provision.

6. Tuition Reimbursement

- a. The Board shall appropriate \$9,000 each school year for tuition reimbursement to bargaining unit members only.
- b. Half of the \$9,000 will be designated for use at accredited colleges or universities in which attendance is required for the course.
- c. Half of the \$9,000 will be designated for use at accredited colleges or universities in which any portion of the course is completed online.
- d. Monies appropriated for a specific use will not be supplanted.
- e. "Accredited" means that the college or university is recognized by the United States Department of Education as accredited by the North Central Association of colleges and schools. (Site: <http://ope.ed.gov/accreditation/Search.aspx>)
- f. Bargaining unit members are eligible for 75% of tuition costs of approved college credit up to a maximum of \$1,000 per bargaining unit member per year.
- g. Applicants must identify the type of course being taken on the application. (Attendance required or online course content.)
- h. Reimbursement is contingent upon proof of payment of tuition and satisfactory completion of the course so that the LPDC awards the employee credits.
- i. The Superintendent shall establish the procedure for distribution.
- j. Application forms are in the Superintendent's office, and a sample is in the appendix.
- k. Teachers desiring reimbursement must submit the completed application form to the Superintendent prior to the start of course work.

## 7. Adult Education

- a. Bargaining unit members and their spouses may register and attend adult education programs without charge if a vacancy exists between minimum enrollment requirements and maximum class size.
- b. Dependent children (18 or younger) of bargaining unit members may register and attend Saturday and summer adult education programs without charge if a vacancy exists between minimum enrollment requirements and maximum class size.
- c. Bargaining unit members and/or their family members will pay for all required class materials.
- d. Bargaining unit members and/or their family members must indicate at the time of registration if they are willing to pay the registration fee to guarantee a spot in case paid enrollments fill the programs to maximum size.

## VI. WORKING CONDITIONS

### A. INDIVIDUAL RIGHTS

1. Individual contracts for bargaining unit members employed by the Board shall be governed by the provisions of ORC 3319.11 except as otherwise provided for herein.
2. If a bargaining unit member makes a request in writing, his/her home address and phone number will not be printed in the school directory distributed from the Superintendent's office.

### B. PERSONNEL FILES

1. There shall be one official personnel file in the Superintendent's office for each bargaining unit member; however, administrators who supervise bargaining unit members may also maintain files to better assist in maintaining and improving job performance.
2. The source of all documents in the official personnel file shall be identified and dated.
3. Bargaining unit members may submit a written request to view all material in their official personnel file except for confidential letters of recommendation or reference, and the Superintendent or designee shall facilitate viewing within 24 hours of receipt of the request; this request will become a part of the file.
4. Bargaining unit members may submit a written request and shall receive one (1) copy of any material in their official personnel file except for confidential letters of recommendation or reference; this request will become a part of the file.
5. Bargaining unit members may upon request place a statement of rebuttal or explanation in the official personnel file regarding a notification or unfair statement in the personnel file.

### C. PAYCHECK DISTRIBUTION

1. Direct deposit will be mandatory for all employees.

**D. PAYROLL DEDUCTIONS**

1. The Treasurer shall deduct credit union and tax-sheltered annuities.
2. The Association shall provide a list of bargaining unit members requesting payroll deduction for the current year to the Treasurer, by October 1, who shall deduct professional dues made payable monthly to the Association.

**E. LENGTH OF SCHOOL YEAR**

1. 188 days – first-year bargaining unit members.
2. 184 days – bargaining unit members beyond their first year.
3. NEOEA Day - will not be a scheduled school day or work day. In lieu of NEOEA Day, one 90-minute in-service will be scheduled each semester. In-service dates will be determined by the administration. The in-services will be scheduled after the regular school day and will constitute one-half (1/2) of a regular work day. Because one-half (1/2) of a school day is not equal to 90 minutes, attendance will be prorated proportionally. All bargaining unit members are required to attend, and no compensatory time will be given for these in-service meetings.
4. Spaghetti Dinner Open House and Spring Parent Teacher Conference – All bargaining unit members are required to attend, and the date and length of each event will be determined by the administration. Each event will constitute one half of a regular work day. The combined length of time required to be in attendance for these events will not exceed 7½ hours. Because one-half (1/2) of a school day may not be equal to the length of time required for each event, attendance will be prorated proportionally. Compensatory time and mileage will not be granted for these events.
5. Checkout Day – the last day for bargaining unit members beyond their first year will be checkout day and will be expedited as quickly as possible through the mutual cooperation of the Association and the administration, will not include in-service activities, and bargaining unit members may leave after 10:00 a.m. once they are properly checked out
6. Sophomore Orientation Day counts as a student day. Instructors must provide current students with an assignment on Sophomore Orientation Day.
7. If the state changes their current policy and refuses to count Sophomore Orientation Day as a student day, the total days for bargaining unit members beyond their first year will become 185 days.

**F. LENGTH OF WORK DAY**

1. Salaried – 7½ hours for full-time salaried bargaining unit members, including 30 minutes for lunch, with starting and ending times set annually by the administration.
2. Hourly – bargaining unit members who are paid hourly will have their work day schedule set individually in advance by the administration with no hourly member employed as of July 1, 1993, scheduled for less than 6½ hours per day.

3. Hourly rates for hourly staff members attending staff meetings or other approved community activities will be compensated as follows:
  - a. Requested Staff Meetings      actual hours attended
  - b. Christmas in the Woods      actual hours worked, maximum 6 hours
  - c. Portage County Fair &  
Ravenna Balloon-a-Fair      actual hours worked, maximum 6 hours for both
4. Staff members are required to complete training components annually as designated by the chart exhibited in Appendix D.
  - a. Each bargaining unit member will be assigned trainings in accordance with the chart in Appendix D.
  - b. The system will track when trainings are required for each staff member and completion of the trainings will be documented by the system.
  - c. Staff members may access the system and complete trainings during the school day with the exception of instructional times, duty assignments, or other required/planned activities.
  - d. Trainings must be completed by June 1 every school year.
  - e. All staff members will take the New Hire schedule as defined in Appendix D during the 2015-2016 school year.
  - f. Failure to complete the trainings required of each bargaining unit members by June 1 of the current year will result in withholding two weeks of pay until the trainings are completed.
  - g. Should state or federal law require additional training, trainings will be added to Appendix D when feasible. Additionally, the list of required trainings as defined in Appendix D may be reduced by the Board if they are no longer desired or required by law.
5. All parties recognize that the district may need to adjust the student school day and the teacher work day to meet changes in state mandatory graduation requirements, and bargaining unit members may voluntarily agree to a change in their teacher work day but shall not be required to do so.

#### **G. JURY DUTY AND SUBPOENA**

1. A bargaining unit member required to serve as juror shall receive his/her regular wages less any compensation received as a juror for time lost from regularly scheduled work. Satisfactory evidence of serving as a juror must be presented to the Treasurer to qualify for payment, and must include the date, location and times of service. Bargaining unit members are expected to return to work if jury duty does not take the entire scheduled work day.
2. A bargaining unit member subpoenaed to appear in court shall receive his/her regular wages less any compensation received as a witness for time lost from regularly scheduled work. Satisfactory evidence of appearing as a witness must be presented to the Treasurer to qualify for payment, and must include the date of court appearance, location and times of testimony. Bargaining unit members are expected to return to work if witness duty does not take the entire scheduled work day. A bargaining unit member would not qualify for payment of lost wages if he/she was a plaintiff, defendant or other party to a personal proceeding.

#### **H. COMPENSATORY TIME**

1. Definition:
  - a. Compensatory (comp) time is defined as time off in an amount equal to time worked outside of the normal teacher work day, rounded to the nearest quarter hour.

2. General Information:

- a. Weekly comp time sheets must be turned in to the High School Office no later than the week following the activity to get credit for comp time earned.
- b. If the bargaining unit member must drive his/her personal vehicle for an activity, beyond the normal commuting to and from school on a regularly scheduled work day, mileage shall also be approved.
- c. Bargaining unit members wishing to earn comp time must submit those activities in writing or in person for approval in advance of the activity.
- d. In cases where it was not possible to submit activities in writing or in person, the Career/Technical Director will have discretionary authority to approve the activity for comp time.
- e. A maximum of 25 hours of comp time may be carried over from one school year to the next.
- f. There shall be no financial remuneration for accumulated comp time.

3. Earning Comp Time:

1. Bargaining unit members may earn comp time for the following activities beyond the regular work day:

- (1) Career technical club conventions.
- (2) Student-related activities and contests.
- (3) Parent conferences outside the school day.
- (4) Advisory committee meetings.
- (5) Working the Maplewood display at the Portage County Fair.
- (6) Working the Maplewood display at the Balloon-A-Fair.
- (7) Promotional activities at home school orientations and open houses.
- (8) Christmas in the Woods activities at the school.
- (9) National Honor Society Induction Ceremony – two (2) hours maximum, no mileage, excludes advisors.
- (10) Attendance at the Senior Awards Ceremony – two (2) hours maximum, no mileage.
- (11) The preparation of labs, classrooms, or classroom materials at school prior to the start of the school year up to a maximum of eight (8) hours. These hours must be approved by the career and technical director in advance of the activity, take place before orientation day, and may not be accumulated on a scheduled work day.
- (12) Meetings, workshops, or seminars that the administration requires the bargaining unit member to attend. If attendance is not required by the administration, comp time will only be granted at the discretion of the administration.
- (13) If approved in advance by the Supervisor and Career/Technical Director, care and maintenance of tools and equipment in labs and classrooms up to a maximum of sixteen (16) hours. These hours must be approved by the immediate supervisor in advance of the activity.
- (14) If approved in advance by the Supervisor and Career/Technical Director, other activities mutually agreed to.

- b. Comp time will accrue as follows for these activities:

- (1) The actual time of an approved evening activity at the school.
- (2) "Wait time" if staying at school to do school work until an evening activity up to a maximum of fifteen (15) hours per school year.
- (3) The actual time of an approved activity plus up to a maximum of one (1) hour of round-trip travel to and from home if a special trip was made just for the activity.

- (4) When supervising students, comp time will accrue beginning from the time the bargaining unit member departs school with the students until the time they return, less any regular school day time, up to a limit of five (5) hours per school day and twelve (12) hours per non-school day.
- (5) If the administration requires the bargaining unit member to attend a professional meeting, workshop, or seminar, comp time will accrue for any time beyond the normal school day and for the time involved for round-trip travel.

#### 4. Using Comp Time:

- a. Bargaining unit members may use comp time, after 2:30 p.m. and the completion of afternoon duty assignments, unless it conflicts with an activity scheduled by the administration 48 hours in advance (staff meetings will normally be scheduled for Wednesdays) by:
  - (1) Listing on the game plan a specific time and date for use or in emergencies notifying his/her immediate supervisor by computer.
  - (2) Signing out in the High School Office.
  - (3) Recording use on his/her comp time sheet.

#### I. CAFETERIA

If bargaining unit members request it, a separate dining area shall be provided.

#### J. REDUCTION IN FORCE

##### 1. Definition:

- a. A reduction in force (RIF) is a reduction in the number of bargaining unit members as deemed necessary by the Board due to decreased enrollment of pupils, return to duty of bargaining unit members after leaves of absence, changing course offerings or selections, or suspension of schools or territorial changes affecting the district.
- b. When a RIF is deemed necessary as defined above, the Board will do so in accordance with the procedures outlined in this section.

##### 2. Order and Timing of Contract Suspension:

- a. The first step of a RIF will be to suspend contracts of bargaining unit members based upon performance while giving preference, within each teaching field affected, to bargaining unit members with continuing contracts.
- b. The Board of Education shall not take action to suspend the contract of any bargaining unit member for the subsequent school year following the May Board meeting.

##### 3. RIF Rights:

- a. Within each area of certification/licensure, bargaining unit members will have their contracts suspended based on performance while giving preference to bargaining unit members with continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Seniority at Maplewood Career Center will be defined as follows:
  - (1) Seniority Determination – Determined by length of continuous service in the bargaining unit starting with the date of the Board meeting at which the bargaining unit member was hired, then by the date the bargaining unit member signed the initial contract of employment if the Board meeting date is the same. Continuous service for seniority shall not start over as a result of any leave of absence.

- (2) Bumping – After receiving notification of a RIF, in order for a bargaining unit member to move (bump) into another certification/licensure area, he/she must currently hold a five (5) year teaching license or a provisional or higher teaching certificate valid for the next school year in the area that he/she wishes to bump into and must possess a better performance record than the existing bargaining unit member in that certification area.
- (3) Disallowed Bumping – Teachers shall not be entitled to bump tutors, and tutors shall not be entitled to bump teachers. Bargaining unit employees shall not be entitled to bump non-bargaining unit employees, and non-bargaining unit employees shall not be entitled to bump bargaining unit employees.

4. Career/Technical Teachers:

- a. At the May Board meeting, the Board will make decisions concerning the courses, programs, and positions that will be offered for the following school year and the personnel needed to staff said courses, programs, and positions and take action to reduce staff for any classes/programs that it deems necessary to discontinue.
- b. At the May Board meeting, a career/technical teacher will not have his/her contract suspended for the subsequent school year as long as any one of the following criteria has been met:
  - (1) Career/Technical program (Two Teacher - Jr. And Sr. labs separate):
    - a. The program has a minimum total of twenty-six (26) students enrolled.
    - b. Both the junior and senior classes must have a minimum of eleven (11) students enrolled for the subsequent school year
    - c. The junior program must have had an October count with a minimum of fifteen (15) students the current year or the priority
    - d. The senior program must have had an October count with a minimum of twelve (12) students the current year or the prior year.
  - (2) Career/Technical program (Single Teacher - Jr. and Sr. labs separate):
    - a. The program has a minimum total of twenty-six (26) students enrolled.
    - b. Both the junior and senior classes must have a minimum of eleven (11) students enrolled for the subsequent school year.
    - c. The junior program must have had an October count with a minimum of fifteen (15) students the current year or the prior year.
    - d. The senior program must have had an October count with a minimum of twelve (12) students the current year or the prior year.
    - e. When the terms set forth in this section (2) have been exhausted, the program will have one (1) probationary year to meet these requirements set forth in this section (2).
  - (3) Combined Career/Technical Program (Single Teacher - Jr. and Sr. labs together):
 

There must be a minimum of fifteen (15) students enrolled and the program must have had an October count with a minimum of fifteen (15) students the current year or the prior year.
  - (4) Special Education Career/Technical Program (Single Teacher - Jr. and Sr. labs separate):
    - a. Must have a minimum total of sixteen (16) students enrolled.
    - b. Both the junior and senior classes must have a minimum of seven (7) students enrolled for the subsequent school year.
    - c. The junior program must have had an October count with a minimum of nine (9) students the current year or the prior year.
    - d. The senior program must have had an October count with a minimum of seven (7) students the current year or the prior year.
  - (5) Special Education Career/Technical Combined Program.

Single Teacher – Jr. and Sr. labs together):

There must be a minimum of nine (9) students enrolled and the program must have had an October count with a minimum of nine (9) students the current and prior year.

- (6) Enrollment Defined – A student who will have spent two (2) years in a high school program grades 9-12 by the end of the current school year; who will assuredly have completed a minimum of four (4) high school credits by the end of the current school year, with an educational plan toward graduation; and who has properly completed a registration form which is on file with the Maplewood Career Center Student Services Office.
- (7) Senior Enrollment Defined – A current Maplewood junior student will be counted as enrolled for the senior program the following year if he/she will assuredly have completed and received high school credit for the career/technical program and classes in which he/she is currently enrolled.
- (8) Board Discretion – On the recommendation of the Superintendent, the Board may continue programs even if it is possible that the Board will not receive funding for programs

5. Recall Rights:

- a. Rights - Bargaining unit members who have had their contracts suspended because of RIF will have a right to recall as outlined in this section.
- b. Recall List
  - (1) Bargaining unit members whose contracts have been suspended because of RIF shall be placed on a recall list for two (2) years. Tutors will be placed on a tutor recall list, and teachers will be placed on a teacher recall list. Placement on the recall list will expire two (2) years from June 30 following the date of the suspension.
  - (2) When a vacancy arises, a bargaining unit member on the appropriate recall list who has proper certification for that vacancy already on file with the Superintendent's office and who has the best performance record shall be recalled to fill the position.
  - (3) If the vacancy is for a teacher and there are either no teachers on the teacher recall list or there are no teachers who want the position, the position will then be filled from the tutor recall list. The tutor must have the proper certification/licensure for that vacancy already on file with the Superintendent's office and have the best performance record. If there are either no tutors on the tutor recall list or tutors who want the position, the position may be filled from outside the bargaining unit.
  - (4) If the vacancy is for a tutor and there are either no tutors on the tutor recall list or tutors who want the position, the position will then be filled from the teacher recall list. The teacher must have the proper certification/licensure for that vacancy already on file with the Superintendent's office and have the best performance record. If there are either no teachers on the teacher recall list or teachers who want the position, the position may be filled from outside the bargaining unit.
  - (5) If a bargaining unit member who had been on the teacher's salary schedule accepts a position paid on the tutor's salary schedule, and subsequently during the original 24-month recall period a teaching vacancy arises, the bargaining unit member shall have the opportunity to move to that position if he/she has the proper current certification/licensure for that vacancy already on file with the Superintendent's office and has the best performance record.
  - (6) If a bargaining unit member who had been on the tutor's salary schedule accepts a position paid on the teacher's salary schedule, and subsequently during the original 24-month recall period a tutor vacancy arises, the bargaining unit member shall have the opportunity to move to that position if he/she has the proper current

certification/licensure for that vacancy already on file with the Superintendent's office and has the best performance record.

- c. Recall Notice - The Board shall give written notice of recall to the bargaining unit member by registered or certified letter to his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Superintendent of any change of address.
  - (1) Within ten (10) days of delivery of the notice of recall, the bargaining unit member shall accept the position by delivering his/her written acceptance to the Superintendent or Treasurer, in person, or by certified mail restricted delivery. If the bargaining unit member does not accept within ten (10) days as stated above, the bargaining unit member shall be deemed to have declined the position. No new bargaining unit member shall be hired for a position until all bargaining unit members on the recall list who are certificated/licensed for the position shall have been offered the position in accordance with this provision.
  - (2) Bargaining unit members returning to employment after a RIF shall resume their previous contract status, seniority, fringe benefits, and salary step. Bargaining unit members who were on the teacher's salary schedule and were recalled as tutors shall be placed on the proper tutor salary step, and bargaining unit members who were on the tutor's salary schedule and were recalled as teachers shall be placed on the proper teacher salary step.
  - (3) If a bargaining unit member who was on the teacher's salary schedule declines an offer to return to a position which is paid on the tutor's salary schedule, the member will remain on the teacher's recall list until his/her recall period expires. If a bargaining unit member who was on the tutor's salary schedule declines an offer to return to a position which is paid on the teacher's salary schedule, the member will remain on the tutor's recall list until his/her recall period expires.
  - (4) If a bargaining unit member who was on the teacher's recall list declines an offer to return to a teacher's salary schedule position, or a bargaining unit member on the tutor's recall list declines an offer to return to a tutor's salary schedule position or a bargaining unit member has been on the recall list for more than twenty-four (24) months, as per the section above, the recall period shall be deemed to have expired and said bargaining unit member shall be removed from the recall list, and the Board shall have no further obligation to the bargaining unit member.

6. Substitute List

- a. A bargaining unit member whose contract has been suspended because of RIF shall be placed on the substitute list if he/she desires.

7. Applying for Other Positions

- a. A bargaining unit member whose contract has been suspended because of RIF may apply for any vacant classified position.

**K. PARENT CONFERENCES**

- 1. The administration shall schedule times for three (3) parent conference sessions, 10 ½ hours total plus meal time, attendance mandatory for all bargaining unit members, and counted toward the total required student days.
- 2. Bargaining unit members with students shall contact parents and schedule individual conferences.

#### **L. MANDATED HOME VISITS**

1. Teachers who are mandated to do home visits will receive a parent/guardian contact form from the Superintendent's office that will encourage a home visit by the career/technical teacher but will include an option for a school conference instead.
2. Career/technical teachers will not be required to make a home visit more than one (1) time per student even if the student is in his/her class for two (2) years, but the parent/guardian must be given the option of a school conference the second year.
3. Career/technical teachers with ten (10) days or more of extended time will make home visits and will be paid mileage only; however, if a parent/guardian schedule requires that the visit be made outside the required teaching or extended service day, comp time will be given and if the career/technical teacher must return to school for the conference, mileage will also be paid.
4. If a career/technical teacher must make more than one (1) home visit to the same student home, supervisor approval for compensation will be required.
5. If a career/technical teacher with extended time has students added to the program after the start of the school year, the teacher will be paid \$30 and mileage for each home visit if made outside the school day or just mileage if made during the school day.
6. If a career/technical teacher believes that it is potentially unsafe or unhealthy to make a home visit, the teacher may request his/her supervisor to go along for the visit, or the supervisor may permit the teacher to meet the parent/guardian at school.
7. Bargaining unit members such as GRADS and guidance counselors who make home visits as a component of the program will not receive additional compensation for the visits beyond the regular school day hours, but comp time may be approved in advance by the Career/Technical Director.

#### **M. POSTING POSITIONS**

1. During the school year, position openings will be posted at the mailboxes and in the staff lounge, and current bargaining unit members who qualify and are properly certificated or licensed and apply within five (5) days of the posting will be considered for the position.
2. During the summer break, position openings will be mailed. Current bargaining unit members who qualify, are properly certificated or licensed, and apply within seven (7) calendar days of the date of the mailing, will be considered for the position.

#### **N. PROFESSIONAL LEAVE**

1. Definitions:
  - a. Each year the Board will appropriate funds for the professional leave of bargaining unit members, which could include staff in-service meetings, conferences, or seminars, but which will not include escorting, chaperoning, or supervising a student function.
  - b. Professional leave days shall not be counted against a bargaining unit member's perfect attendance.

2. Eligibility:
  - a. The Superintendent shall have the discretion to approve professional leave activities, which must serve at least one of the following purposes:
    - (1) Be related to the bargaining unit member's field.
    - (2) Improve the quality of instruction.
    - (3) Improve the student learning process.
    - (4) Aid in the enrichment of teaching.
    - (5) Improve the understanding of the student learner.
  
3. Procedure:
  - a. A bargaining unit member will submit a request for professional leave to his/her supervisor in advance along with completed requisitions for any travel, lodging, or meals.
  - b. A bargaining unit member may be asked to share the cost of out-of-state activities.
  - c. A bargaining unit member using an approved professional leave day shall submit the following to the supervisor:
    - (1) Visitation/Professional Meeting Request Form.
    - (2) A written report.
    - (3) An expense report with receipts - with meal reimbursement limited to amounts as set by the Board as follows:
      - a) Breakfast – if bargaining unit member has been approved for lodging the night before or if part of the meeting agenda.
      - b) Dinner – if it is part of the function of the meeting or if the travel time home will not permit the bargaining unit member to return home prior to 5:00 pm.

#### **O. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

1. Mission – The mission of the local professional development committee (LPDC) shall be to establish guidelines and to oversee and review professional development goals for certification and license renewal for MCC educators.
  
2. Rationale – Professional development plays an important role in the continuous improvement of education in the Maplewood CCSD. Professional development shall focus on expanding experiences of the individual educator, improving instructional or administrative techniques, and providing opportunities for new strategies to address student needs.
  
3. Committee Composition and Selection:
  - a. The committee shall be comprised of five (5) members – three (3) bargaining unit members and two (2) administrative members.
  - b. The three (3) bargaining unit members shall be appointed by the Association president, the two (2) administrative members shall be appointed by the Superintendent, and in the event of a vacancy, the committee member shall be replaced in the same fashion.
  
4. Term of Office – A rotation system of term of office for LPDC members was implemented in 1998 to maintain continuity of membership and shall continue as follows:
  - a. Two (2) year terms, with two (2) new bargaining unit members and one (1) administrator being elected one year, and one (1) bargaining unit member and one (1) administrator being elected the following year.
  - b. At the completion of a term, a member may be reappointed for an additional consecutive term.

5. Chairperson – The committee chairperson shall be determined by a majority vote of the committee members.
6. Secretary/Recorder – The secretary/recorder shall be determined by a majority vote of the committee members. He/she will assure the secure storage of materials used by the LPDC, and the records are public records that shall be kept in the Superintendent's office.
7. Decision Making – Decisions shall be made by majority vote of the committee members present and voting, and four (4) members present shall constitute a quorum.
8. Training
  - a. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDCs.
  - b. If the available training is during work hours, the committee members may apply for professional leave, subject to approval of the district, for training that occurs outside the regular work day or work year.
  - c. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
  - d. In addition, committee members shall receive a stipend of three (3) percent of the base teacher pay each year for their work on the LPDC, payable on the last pay of the fiscal year.
9. Meetings – Meetings shall be scheduled by the committee chairperson or a quorum of the committee once a month or more often as necessary.

**P. CONTINUING CONTRACT**

1. To be eligible for a continuing contract for the ensuing school year, a bargaining unit member must file the appropriate teaching certificate/license with the Superintendent no later than March 30.
2. Bargaining unit members who wish to be considered for a continuing contract will notify the Superintendent in writing by March 30 of the current school year. Failure to make a request by March 30 will result in postponing consideration to the following year.

**Q. EVALUATION**

1. The purpose of evaluation is to promote professional growth and improve instruction.

**R. SUPERVISORY DUTY ASSIGNMENTS**

1. Bargaining unit members are responsible for monitoring and supervising the behavior of students at all times in their immediate area.
2. Duty assignments and/or duty periods will be determined by the administration. Student benefit will take precedent when assigning duties. When making supervisory duty assignments, the administration will refer to individual duty preferences and may resort to the flip of coin when all things are considered equal during the assigned period of duty.
3. The Association president may suggest schedule changes that more evenly distribute the duty assignment load. These suggestions must be presented in writing during the first two (2) weeks

of the school year. Teaching assignments and other responsibilities are to be taken into consideration, and instructional duty times assigned as supervisory duties shall not include any additional preparation duty.

4. The Administration shall make the final decision on any changes to be made.
5. Teachers with a first period teaching assignment shall be responsible to monitor and supervise students in their first period classroom or lab and in the hallway outside their first period classroom from 7:55 am until 8:12 a.m., and the administration may assign such a teacher to cover just the inside of the classroom or lab or another nearby location if deemed necessary because of the volume and movement of students during that time period.
6. Teachers with a last period teaching assignment shall be responsible to monitor and supervise students in their last period classroom or lab and in the hallway outside their last period classroom until 2:30 pm.

**S. TEACHER CLASS LOADS**

1. The administration will attempt to assign teaching loads as equitably as possible; however, the Association president may suggest in writing during the first two weeks of the school year any schedule changes that might more equitably distribute the teaching load.
2. The Administration shall make the final decision on any changes to be made.
3. The Administration shall schedule a planning period during the teacher work day for each classroom teacher.
4. Reasonable effort will be made to meet the following guidelines:
  - a. Academic teachers – no more than six (6) instructional periods.
  - b. A single-teacher program teacher – no more than eight (8) instructional periods.
  - c. A two-teacher program teacher – no more than six (6) instructional periods.
5. If either the Association or the Board determines that these guidelines are not meeting the needs of the district, either may request that a committee be formed to review the need for further revisions.
6. This committee shall include three (3) members to be selected by the Superintendent and three (3) bargaining unit members to be selected by the Association president, which shall upon reaching an agreement amend the contract with a memorandum of understanding.
7. When enrollment in a split career/technical program reaches thirty (30), consideration will be given to hiring a second career/technical teacher, and the Board shall have the final decision in this matter.

**T. CALAMITY DAYS**

1. When five (5) or more of the MCC home schools are closed due to a calamity day and the remaining schools can be notified prior to the time their MCC bus departs for Maplewood, Maplewood will also be closed for a calamity day.
2. When Maplewood is closed for a calamity day, bargaining unit members will not be required to report to work.

**U. STUDENT ATTENDANCE**

1. Classroom teachers are encouraged but not required to contact the home of the students when they have been absent from school in order to maintain and improve the communication among student, teacher, and parent, as well as to facilitate the making up of school work missed due to the absence.

**V. EMPLOYEE LOUNGE**

1. A lounge area will be provided for the use of bargaining unit members during lunch and other unassigned time.

**W. BUDGETS**

1. The Treasurer will provide a copy of the appropriations document to the Association president. Bargaining unit members may submit by February 15 written input to the subsequent year's appropriations process for the areas listed below:
 

a. instructional equipment	d. instructional materials and supplies
b. textbooks and workbooks	e. reference materials
c. mileage and travel	f. professional meeting expenses
2. The Treasurer will provide a copy of the appropriations document to the Association president prior to adoption by the Board.

**X. EARLY PLACEMENT**

1. Career/technical teachers are required to make employer visits prior to placing each senior student on the job and thereafter one (1) time per student per grading period to assure that the placement is enhancing educational goals, providing safe working conditions, and allowing positive progress on the job.
2. If a visit is scheduled outside the teacher work day and is approved by the teacher's supervisor, the teacher shall receive \$10 plus mileage.
3. Staff members, who are released prior to the end of the work day to do a job visit, will not receive a \$10.00 payment.

**Y. SEXUAL AND OTHER FORMS OF HARASSMENT**

1. Sexual harassment of a staff member or student of this district is strictly forbidden.

2. Any professional staff member or agent of this board who is found to have harassed a professional staff member, student, or other employee of this district will be subject to discipline in accordance with the law and/or the terms of any applicable collective bargaining agreement.
3. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision.
4. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive educational environment on the basis of gender, religion, race, color, ethnicity, age, and/or disability.

## **VII. GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A grievance is defined as an alleged violation of a specific provision of this agreement.
2. Grievances dealing with alleged unfair labor practices shall be either submitted to the grievance procedure or the State Employee Relations Board, and by submitting the alleged unfair practice to one, the right to pursue the other is waived.
3. Bargaining unit member rights under State and Federal laws are independent of the grievance procedure.
4. Any individual bargaining unit member or group of bargaining unit members may bring a grievance with or without representation by the Association; however, a representative of the Association may be present at all steps of the grievance procedure. The grievant(s) shall be present at all steps of the grievance procedure or the grievance shall be considered abandoned.
5. The grievance procedure begins with the bargaining unit member or group of bargaining unit members, and may move up through the various levels. If action taken through the administrative steps does not resolve the grievance to the satisfaction of the grievant(s), an appeal may be made to the Board with or without representation by the Association. If action taken through the Board does not resolve the grievance to the satisfaction of the grievant(s), an appeal may be made to an advisory arbitrator with or without representation of the Association.
6. By mutual agreement, all parties involved in the grievance may advance the grievance to a step at a higher level.
7. Any grievance not advanced by the grievant(s) from one step to the next step within the time limits of that step shall be deemed resolved at the previous step.
8. If the Administration or the Board fails to answer the grievance in writing at any step within the designated time, the grievant(s) shall have the option of taking the grievance to the next higher level.

## B. Procedure

1. Step 1:
  - a. Within ten (10) working days of the time a grievance arises, the bargaining unit member(s) will orally present the grievance to the immediate supervisor. Within five (5) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the bargaining unit member.
2. Step 2:
  - a. Within five (5) working days of the oral answer, if the grievance is not resolved, a Statement of Grievance shall be completed and signed by the grievant(s) and lodged with the immediate supervisor on the form provided (see appendix).
  - b. The Statement of Grievance shall name the bargaining unit member(s) involved, the facts giving rise to the grievance, the provision of this agreement alleged to be violated, the contention of the bargaining unit member(s) with respect to these provisions, and the specific relief requested.
  - c. Within five (5) working days after receiving the grievance, the supervisor shall communicate the answer in writing to the grievant(s)
3. Step 3:
  - a. If the grievance is not resolved in Step 2, the grievant(s) may, within five (5) working days of receipt of the supervisor's answer, submit a signed Statement of Grievance to the Career/Technical Director along with a copy of the decision at Step 2. In addition, the grievant(s) shall give a copy of the Statement of Grievance to the supervisor involved.
  - b. The Career/Technical Director shall give the grievant(s) an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Career/Technical Director and the grievant(s).
4. Step 4:
  - a. If the grievance is not resolved in Step 3, the grievant(s) may, within five (5) working days after receiving the decision of the Career/Technical Director, submit a signed Statement of Grievance to the Superintendent along with a copy of the decisions at Steps 2 and 3. In addition, the grievant(s) shall give a copy of the Statement of Grievance to the Career/Technical Director.
  - b. The Superintendent shall investigate the grievance and if deemed necessary call a meeting of all or any parties involved in the previous steps.
  - c. The Superintendent shall give the grievant(s) an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant(s).
5. Step 5:
  - a. If the grievance is not resolved in Step 4, the grievant(s) may, within five (5) working days after receiving the decision of the Superintendent, submit a signed Statement of Grievance to the Board of Education along with a copy of the decision at Steps 2, 3, and 4. In addition, the grievant(s) shall give a copy of the Statement of Grievance to the Superintendent.
  - b. At the next regularly scheduled meeting of the Board of Education, the grievant(s) may present the grievance in person before the Board, in executive session if desired.

- c. The Board shall communicate its decision to the grievant(s) in writing within five (5) working days after the next regularly scheduled Board meeting.
6. Step 6:
- a. If action taken by the Board does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) or a representative may within five (5) working days appeal the decision to advisory arbitration by submitting a signed Statement of Grievance to the Board via the Superintendent. If the grievant(s) or representative and the Board or representative cannot agree on a hearing officer within five (5) working days, either party may petition the American Arbitration Association to provide a list of seven (7), all of whom must be residents of Ohio, from which the parties shall alternately strike a name until one (1) name remains, and that person shall serve as the hearing officer. The striking of the first name shall be determined by the toss of a coin.
  - b. The arbitrator shall have the right and authority to interpret the provisions of the contract and render an advisory decision on the grievance within applicable Ohio law and precedent, but the arbitrator shall not have the authority to add to, subtract from, modify, change, or alter said provisions.
  - c. The decision of the arbitrator shall be advisory and rendered in writing with copies to the Superintendent, the Association, and the grievant(s).
  - d. The costs of the arbitration shall be borne equally by the Board and the grievant(s).

## VIII. SALARY STRUCTURE

### A. Base Salary Advancement

- 1. Should the school district experience financial problems due to changes in funding or failure to pass a levy, both parties agree to open negotiations, at any time, to address this issue.

### B. Salary Advancement Provision

- 1. In August of 2015, the base salary shall be \$39,157 (2.75% increase).
- 2. In August of 2016, the base salary shall be \$40,038 (2.25% increase).
- 3. In August of 2017, the base salary shall be \$40,839 (2.00% increase).

### C. Salary Classifications and Equivalency Requirements

- 1. Classifications:
  - a. Bachelor's degree or equivalent
  - b. One hundred fifty (150) semester hours (including bachelor's degree) or equivalent
  - c. Master's degree or equivalent
  - d. Master's plus ten (10) semester hours or equivalent
  - e. Master's plus twenty (20) semester hours or equivalent
- 2. Equivalency Requirements for career and technical instructors:
  - a. Does not apply to individuals whose position requires a bachelor's degree in education and/or completion of Ohio Assessments for Educators exams.
  - b. The degree held upon employment determines the vertical path of the employee on the following chart.

<b>Equivalency Requirements</b>			
Appropriate work experience shall be as defined in Standards for Certification/Licensure			
	Entering from the field	Entering with Associate Degree	Entering with Bachelors Degree
<b>Bachelors Degree</b>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a Resident Educator License,</li> <li>- or a valid Ohio teaching certificate in the area to be taught</li> </ul>		
<b>150 Semester Hours</b>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- completion of the required undergraduate coursework necessary for issuance of a 5-year Professional Teaching License</li> <li>- receipt and display of a 5-year Professional Teaching License in the area to be taught</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a Resident Educator License or</li> <li>- or a valid Ohio teaching certificate in the area to be taught</li> <li>- Associate Degree</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a Resident Educator License or a valid Ohio teaching certificate in the area to be taught</li> <li>- Bachelors Degree</li> </ul>
	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a valid 5-year Professional Teaching License in the area being taught</li> <li>- 3 years of teaching experience in the subject being taught</li> <li>- 40 hours in a specified Associate Degree program since the issuance of a 5-year Professional Teaching License in the area being taught</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a valid 5-year Professional Teaching License in the area being taught</li> <li>- 2 years of teaching experience in the subject being taught</li> <li>- 40 semester hours in a specified Bachelors Degree program since the issuance of a 5-year Professional Teaching License in the area being taught</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- a valid 5-year Professional Teaching License in the area being taught</li> <li>- 1 year of teaching experience in the subject being taught</li> <li>- a valid 5-year Professional Teaching License in the area being taught</li> <li>- Masters Degree</li> </ul>
<b>Masters Plus 10 Semester Hours</b> * Hour requirements toward a degree will require proof of the hours toward a specific degree program – the admin. can require letters, transcripts, and a list of courses required for the degree	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 5 years teaching experience in the subject being taught</li> <li>- Bachelors Degree</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 4 years teaching experience in the subject being taught</li> <li>- Bachelors Degree</li> <li>- 15 semester hours since the issuance of a Bachelors Degree in a specified Masters Degree program</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 3 years of teaching experience in the subject being taught</li> <li>- Masters Degree plus 10 graduate hours since the issuance of the Masters Degree</li> </ul>

<p><b>Masters Plus 20 Semester Hours</b>          * Hour requirements toward a degree will require proof of the hours toward a specific degree program – the admin. can require letters, transcripts, and a list of courses required for the degree</p>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 5 years teaching experience in the subject being taught</li> <li>- Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 4 years teaching experience in the subject being taught</li> <li>- Master plus 10 hours since the issuance of the Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>- 5 years appropriate work experience</li> <li>- 5-year Professional Teaching License in the area being taught</li> <li>- 3 years of teaching experience in the subject being taught</li> <li>- Masters Degree plus 20 graduate hours since the issuance of the Masters Degree</li> </ul>
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3. Should the Standards of Certification/Licensure be revised, the Superintendent and the negotiating team will meet and revise the equivalency requirements accordingly.

**D. Salary Schedules**

1. The instructional salary schedule is attached at the end of the entire agreement on Pages 38 -40.

**E. Retirement Pick-Up**

1. The Board shall pay 2% of the bargaining unit member’s total salary to the State Teachers Retirement System which shall be a portion of the bargaining unit member’s share of retirement. The Board agrees to participate in a salary-reduction-method type of retirement pick-up in which retirement contributions are subtracted before Federal and State income taxes are calculated.

**F. Tutor Salaries**

1. Instructional tutors shall be paid at per hour rates according to the table on Page 41.

**G. Salary Schedule Step Placement for Career and Technical instructors:**

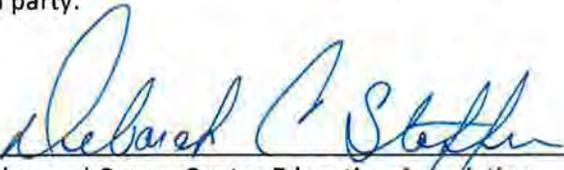
1. In cases where a qualified/competent instructor cannot be secured due to industry salaries/yearly income, the superintendent will be permitted to negotiate, on an individual basis, placement on the salary schedule up to Step 25 after informing the Association.

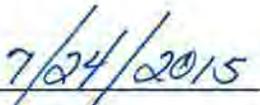
**SAVINGS CLAUSE**

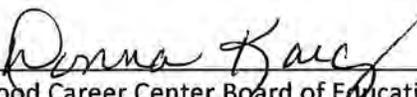
In the event there is a conflict between a provision of this agreement and laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, the retirement of public employees, residency requirements, the minimum educational requirements contained in the Ohio Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to ORC 5705.41, and the minimum standards promulgated by the State Board of Education pursuant to ORC 3301.17(D), such laws shall prevail over such provisions of the agreement. In the event of conflict between a provision of the agreement and the Ohio or United States Constitution or federal law, the Constitution or federal law shall prevail over such provision of this agreement. However, should existing laws be changed in the areas of mandatory bargaining issues, both sides agree to negotiate these issues.

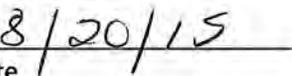
**ENTIRE AGREEMENT**

This contract represents the entire agreement of the parties and replaces all previous contracts. The Board of the Association acknowledge that during negotiations resulting in this agreement, each party had the right and opportunity to make demands and proposals with respect to any matter which is a proper subject of bargaining and that this agreement was arrived at by the parties after the exercise of that right and opportunity. However, this contract may be added to, deleted from, or otherwise changed by mutual agreement of the parties through an amendment properly signed and ratified by each party.

  
Maplewood Career Center Education Association

  
Date

  
Maplewood Career Center Board of Education

  
Date

## SALARY SCHEDULE - 2015-2016 (2.75%)

STEP	CLASS I BS	CLASS II 150 HRS	CLASS III MASTERS	CLASS IV MS + 10	CLASS V MS + 20
0	39,157	40,645	42,874	43,856	44,833
1	40,878	42,562	44,990	46,009	47,026
2	42,602	44,482	47,105	48,161	49,217
3	44,322	46,400	49,217	50,317	51,410
4	46,049	48,317	51,333	52,470	53,604
5	47,770	50,238	53,448	54,623	55,799
6	49,491	52,155	55,563	56,776	57,991
7	51,215	54,074	57,677	58,931	60,183
8	52,939	55,993	59,792	61,082	62,375
9	54,662	57,912	61,907	63,236	64,569
10	56,383	59,832	64,019	65,389	66,762
11	58,105	61,748	66,135	67,545	68,952
12	59,832	63,668	68,249	69,697	71,147
13	61,551	65,586	70,362	71,851	73,337
14	63,277	67,503	72,477	74,004	75,532
15	63,277	69,422	74,592	76,156	77,723
16	63,277	71,341	76,707	78,313	79,917
17	63,277	73,260	78,820	80,467	82,111
18	63,277	73,260	78,820	82,619	84,302
19	63,277	73,260	78,820	82,619	84,302
20	63,277	73,260	78,820	82,619	84,302
21	63,277	73,260	78,820	82,619	84,302
22	64,477	74,460	80,020	83,819	85,502
23	64,477	74,460	80,020	83,819	85,502
24	64,477	74,460	80,020	83,819	85,502
25	65,677	75,660	81,220	85,019	86,702
26	65,677	75,660	81,220	85,019	86,702
27	65,677	75,660	81,220	85,019	86,702
28	66,877	76,860	82,420	86,219	87,902

"One-Teacher Program" teachers will receive an additional \$2,000 per year, payable with regular salary

## SALARY SCHEDULE - 2016-2017 (2.25%)

STEP	CLASS I BS	CLASS II 150 HRS	CLASS III MASTERS	CLASS IV MS + 10	CLASS V MS + 20
0	40,038	41,560	43,839	44,843	45,842
1	41,798	43,520	46,002	47,044	48,084
2	43,561	45,483	48,165	49,245	50,324
3	45,319	47,444	50,324	51,449	52,567
4	47,085	49,404	52,488	53,651	54,810
5	48,845	51,368	54,651	55,852	57,054
6	50,605	53,328	56,813	58,053	59,296
7	52,367	55,291	58,975	60,257	61,537
8	54,130	57,253	61,137	62,456	63,778
9	55,892	59,215	63,300	64,659	66,022
10	57,652	61,178	65,459	66,860	68,264
11	59,412	63,137	67,623	69,065	70,503
12	61,178	65,101	69,785	71,265	72,748
13	62,936	67,062	71,945	73,468	74,987
14	64,701	69,022	74,108	75,669	77,231
15	64,701	70,984	76,270	77,870	79,472
16	64,701	72,946	78,433	80,075	81,715
17	64,701	74,908	80,593	82,278	83,958
18	64,701	74,908	80,593	84,478	86,199
19	64,701	74,908	80,593	84,478	86,199
20	64,701	74,908	80,593	84,478	86,199
21	64,701	74,908	80,593	84,478	86,199
22	65,901	76,108	81,793	85,678	87,399
23	65,901	76,108	81,793	85,678	87,399
24	65,901	76,108	81,793	85,678	87,399
25	67,101	77,308	82,993	86,878	88,599
26	67,101	77,308	82,993	86,878	88,599
27	67,101	77,308	82,993	86,878	88,599
28	68,301	78,508	84,193	88,078	89,799

"One-Teacher Program" teachers will receive an additional \$2,000 per year, payable with regular salary

## SALARY SCHEDULE - 2017-2018 (2.00%)

STEP	CLASS I BS	CLASS II 150 HRS	CLASS III MASTERS	CLASS IV MS + 10	CLASS V MS + 20
0	40,839	42,391	44,716	45,740	46,759
1	42,634	44,390	46,922	47,985	49,046
2	44,432	46,393	49,128	50,230	51,330
3	46,225	48,393	51,330	52,478	53,618
4	48,027	50,392	53,538	54,724	55,906
5	49,822	52,395	55,744	56,969	58,195
6	51,617	54,395	57,949	59,214	60,482
7	53,414	56,397	60,155	61,462	62,768
8	55,213	58,398	62,360	63,705	65,054
9	57,010	60,399	64,566	65,952	67,342
10	58,805	62,402	66,768	68,197	69,629
11	60,600	64,400	68,975	70,446	71,913
12	62,402	66,403	71,181	72,690	74,203
13	64,195	68,403	73,384	74,937	76,487
14	66,157	70,402	75,590	77,182	78,776
15	66,157	72,404	77,795	79,427	81,061
16	66,157	74,405	80,002	81,677	83,349
17	66,157	76,406	82,205	83,924	85,637
18	66,157	76,406	82,205	86,168	87,923
19	66,157	76,406	82,205	86,168	87,923
20	66,157	76,406	82,205	86,168	87,923
21	66,157	76,406	82,205	86,168	87,923
22	67,357	77,606	83,405	87,368	89,123
23	67,357	77,606	83,405	87,368	89,123
24	67,357	77,606	83,405	87,368	89,123
25	68,557	78,806	84,605	88,568	90,323
26	68,557	78,806	84,605	88,568	90,323
27	68,557	78,806	84,605	88,568	90,323
28	69,757	80,006	85,805	89,768	91,523

"One-Teacher Program" teachers will receive an additional \$2,000 per year, payable with regular salary

## TUTOR SALARIES

STEP	2015-2016 <u>2.75% increase</u>	2016-2017 <u>2.25% increase</u>	2017-2018 <u>2.00% increase</u>
0	22.47	22.98	23.44
1	22.87	23.38	23.85
2	23.25	23.77	24.25
3	23.66	24.19	24.67
4	24.04	24.58	25.07
5	24.45	25.00	25.50
6	24.83	25.39	25.90

**ALC Hourly Rate:**

The tutor assigned to the ALC position will receive the rate for the appropriate years of experience, plus \$2.50 per hour.

(\$2.50 x 1472 hours = \$3,680.00 per year)

## APPENDIX A

### EVALUATION PROCEDURES

- BOARD POLICY 3220 – STANDARDS BASED TEACHER EVALUATION

The Maplewood Career Center Board of Education and Maplewood Career Center Education Association have agreed to include the following “Teacher” evaluation forms with the understanding that these forms have been approved by the Ohio Department of Education and are included in the eTPES. (Electronic Teacher Evaluation System) While these forms have been included in the Master Agreement, both parties understand the forms housed in the eTPES system may change over time. With this understanding, both parties agree that the forms used for “Teacher” evaluation at Maplewood Career Center will change in accordance with changes or replacements of correlating forms set forth in the eTPES system. In short, evaluation forms housed in the eTPES system will be used for teacher evaluation. Should the state replace or change the forms which appear herein, the correlating or replacement forms housed in the eTPES system will be used for the evaluation process. Additional forms, that do not correlate or replace those contained herein, will not be used.

- “TEACHER” EVALUATION FORMS:
  - PROFESSIONAL GROWTH PLAN – FORM
  - IMPROVEMENT PLAN – FORMS
  - TEACHER PERFORMANCE EVALUATION RUBRIC - FORM
  - CLASSROOM WALKTHROUGHS AND INFORMATION OBSERVATION – FORMS (either may be used)
  - FINAL SUMMATIVE RATING – FORM

The “NON-TEACHING” evaluations forms are not housed in the eTPES system. Therefore, “NON-TEACHING” forms will only undergo changes through negotiations or a memorandum of understanding.

- “NON-TEACHING” EVALUATION FORMS:
  - EDUCATOR PROFESSIONAL GROWTH PLAN (NON-TEACHING) – FORM
  - EDUCATOR OBSERVATION FORM (NON-TEACHING)
  - EDUCATOR WALKTHROUGH FORM (NON-TEACHING)
  - EDUCATOR FINAL SUMMATIVE RATING FORM (NON-TEACHING)

### STANDARDS-BASED TEACHER EVALUATION

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

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

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be referenced in the Maplewood Career Center Education Association Master Agreement with the Maplewood Career Center Board of Education. All changes to this policy will be made following consultation with the teachers employed by the Board.

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

The Board authorizes the Superintendent to establish an Evaluation Policy Consultation committee consisting of three administrators and three District teachers, when warranted, for the express purpose of recommending necessary revisions of this policy to the Board of Education.

#### **Definitions**

**"OTES"** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing alternative forms while using rankings congruent with the OTES model. (Accomplished, Proficient, Developing, Ineffective)

The Superintendent, Treasurer, Business Manager and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy.

**“Credentialed Evaluator”** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

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

**“Student Growth”** – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**“Student Learning Objectives” (“SLOs”)** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**“Shared Attribution Measures”** – student growth measures that can be attributed to a group.

**“Value-Added”** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

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

**Standards Based Teacher Evaluation**

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

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

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

The Superintendent shall annually file a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

**Assessment of Teacher Performance**

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

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

**Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

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

**Formal Observation Procedure**

- A. The first formal observation shall be preceded by a conference between the evaluator and the employee.
- B. Observations and walkthroughs may be announced or unannounced at the discretion of the evaluator.
- C. Any and all observations may be preceded by a conference and/or followed by a conference at the discretion of the evaluator.
- D. At a minimum, a post-observation conference shall be held after all the observations are complete.

### Informal Observation/Classroom Walkthrough Procedure

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the designated form.
- C. A final completed form must be shared with the employee within a reasonable amount of time.

### Evaluation of "Non-teaching" staff members

Individuals who do not qualify as a "Teacher", according to the definition provided in this policy, will be considered non-teaching educators. Forms for non-teaching educators are contained in the Master Agreement and will be used for individuals who do not meet the requirements of a "Teacher" as defined herein.

### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

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

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

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<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for

each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

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

<sup>3</sup> If used, only one (1) “shared attribution” measure can be utilized per instructor.

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

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

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

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

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance as defined below under student growth:

**Original Teacher Evaluation Framework (50 + 50)**

*Ratings and Points*

Student Growth		Performance		Final Summative Rating	
•Above Average (4)	600	•Advanced (4)	600	•Meeting Needs	500-600
•Above Average (4)	400	•Skilled (3)	400	•Skilled	300-499
•Average (3)	300	•Developing (2)	200	•Developing	100-299
•Approaching Average (2)	200	•Not Meeting (1)	0	•Not Meeting	0-99
•Not Meeting (1)	0				

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

**Final Evaluation Procedures**

**Original Teacher Evaluation Framework (50 + 50)**

*Ratings and Points*

Student Growth		Performance		Final Summative Rating	
•Exceeding (5)	600	•Exemplary (4)	600	•Exemplary	500-600
•Above Average (4)	400	•skilled (3)	400	•skilled	300-499
•Average (3)	300	•Developing (2)	200	•Developing	100-299
•Approaching Average (2)	200	•ineffective (1)	0	•ineffective	0-99
•Not Effective (1)	0				

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The teacher’s signature simply acknowledges receipt. Following this process, the evaluation will be sent to the Superintendent.

**Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation as converted to the “Evaluation Matrix” above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- B. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

**Core Subject Teachers - Testing for Content Knowledge**

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

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

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

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

**Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

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

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

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

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R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

R.C. 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

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### Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

## Improvement Plan

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

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

**Improvement Plan (continued)**

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

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

**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

### Improvement Plan (continued)

#### Section 4: Assistance and Professional Development

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

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

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

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

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

## Improvement Plan: Evaluation of Plan

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

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

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

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

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

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

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

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

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

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

**Teacher Performance Evaluation Rubric**

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

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

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

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

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

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

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

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

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

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

Time in: \_\_\_\_\_

Class: \_\_\_\_\_

Time out: \_\_\_\_\_

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

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

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

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

## Informal Observation: General Form

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

Grade(s)/Subject Area(s): \_\_\_\_\_

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

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

Time Walkthrough Begins: \_\_\_\_\_

Time Walkthrough Ends: \_\_\_\_\_

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

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

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

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

Photocopy to Teacher \_\_\_\_\_

### Informal Observation: Open-Ended Form

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

Grade(s)/Subject Area(s): \_\_\_\_\_

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

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

Time Walkthrough Begins: \_\_\_\_\_

Time Walkthrough Ends: \_\_\_\_\_

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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

Photocopy to Teacher

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using performance rubric)</b>				
<i>Areas of reinforcement/refinement</i>	<b>Reinforcement:</b>  <b>Refinement: Differentiation-</b>			

<b>Student Growth Data 50%</b>	<b>LEAST EFFECTIVE</b>	<b>APPROACHING AVERAGE</b>	<b>AVERAGE</b>	<b>ABOVE AVERAGE</b>	<b>MOST EFFECTIVE</b>
<b>Student Growth Measure of Effectiveness</b>					
<i>Areas of reinforcement/refinement</i>	<b>Reinforcement:</b>  <b>Refinement:</b>				

<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if improvement plan is recommended.

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

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

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

## EDUCATOR PROFESSIONAL GROWTH PLAN (NON-TEACHING)

Educator:

Evaluator:

<u>Annual Focus</u>	<u>Date</u>	<u>Areas for Professional Growth</u>
These are addressed by the evaluator as appropriate for this educator	Record dates when discussed	Supports needed, resources, professional development
<b>Goal 1 - Goal Statement:</b>   <b>Evidence Indicators:</b>		
<b>Goal 2 - Goal Statement:</b>   <b>Evidence Indicators:</b>		

Educator signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator signature \_\_\_\_\_ Date: \_\_\_\_\_

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

## EDUCATOR OBSERVATION FORM (NON-TEACHING)

**Start time:**

**End time:**

**Educator:**

**Date:**

**Position held:**

**Evaluator:**

Job performance ratings are based upon the employee fulfilling the requirements of their position. Responsibilities include demonstrating the abilities required to fulfill job responsibilities, professionalism, and fulfillment of essential job functions.

**Comments:**

**Strengths:**

**Areas in need of improvement:**

**Suggestions for improvement:**

Copy received by educator (signature) \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

## EDUCATOR WALKTHROUGH FORM (NON-TEACHING)

Start time: \_\_\_\_\_

End time: \_\_\_\_\_

Educator: \_\_\_\_\_

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

Position held: \_\_\_\_\_

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

Job performance ratings are based upon the employee fulfilling the requirements of their position. Responsibilities include demonstrating the abilities required to fulfill job responsibilities, professionalism, and fulfillment of essential job functions.

**Comments/observations/events/walkthroughs:**

**Suggestions:**

Evaluator signature: \_\_\_\_\_ Photocopy to Teacher \_\_\_\_\_

## EDUCATOR FINAL SUMMATIVE RATING FORM (NON-TEACHING)

PROFICIENCY FULFILLING JOB DESCRIPTON	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
CUMULATIVE PERFORMANCE RATING				

Areas of reinforcement/refinement:

Educator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**APPENDIX B**

MAPLEWOOD CAREER CENTER  
Statement of Grievance Form

Bargaining unit member(s) name(s) \_\_\_\_\_

Grievance Step Number \_\_\_\_\_

1. Provisions of the agreement that are alleged to have been violated \_\_\_\_\_  
(state specific article and section number(s)/letter(s))

2. Alleged Violations of Negotiated Agreement:

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

3. Remedy Requested:

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

\_\_\_\_\_  
Signature of Grievant Date Signed

4. Disposition Rendered:

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

\_\_\_\_\_  
Signature of Person Rendering Disposition Date Signed

## APPENDIX C

### Maplewood Career Center Tuition Reimbursement – MCCEA Bargaining Unit Members Guidelines and Application Form

#### Qualifications

- The employee shall have taught at Maplewood for 3 or more years.
- The course must be from an accredited college or university. "Accredited" means that the college or university is recognized by the United States Department of Education as accredited by the North Central Association of colleges and schools. (Site: <http://ope.ed.gov/accreditation/Search.aspx>)
- The course must be related to the career/technical field, academic field being taught, or education.
- No reimbursement will be provided if the teacher receives any stipend, paid tuition from another source, mileage, or other allowance for the course work.
- Each teacher receiving reimbursement under this clause shall agree that he/she will teach at Maplewood for at least 1 year following receipt of the reimbursement. If the teacher fails to teach in the district for one year, the amount of the reimbursement will be deducted from the teacher's final pay except in cases where the teacher's contract is non-renewed or suspended.

#### Application

- The teacher desiring reimbursement must submit this completed form to the superintendent for approval prior to the start of the course work

#### Reimbursement

- Bargaining unit members are eligible for 75% of tuition costs of approved college credit up to a maximum of \$1,000 per bargaining unit member per year.
- Reimbursement is contingent upon proof of payment of tuition, satisfactory completion of the course, and LPDC approval of the employee's credits.
- Provided official transcripts are turned in prior to June 15, reimbursement will be processed during the month of June for approved course work during the current fiscal year
- When transcripts are delayed by the college or university, approved reimbursement applicants will receive payment the following year.
- Reimbursement may not exceed 9 semester hours or 12 quarter hours annually.
- If more reimbursement is applied for and approved than funds will support at the rates defined in the Master Agreement, the total of the funds will be divided by the approved credits taken, and a pro-rated amount will be paid for each credit.

Teacher's Name \_\_\_\_\_ Date of Application \_\_\_\_\_

College/University \_\_\_\_\_ Starting Date of Semester/Quarter \_\_\_\_\_

1. Course Name & Number \_\_\_\_\_ Credit Hours: \_\_\_\_\_

Semester \_\_\_\_\_ / Quarter \_\_\_\_\_

Course completion requires class attendance throughout

Course includes online or correspondence content

2. Course Name & Number \_\_\_\_\_ Credit Hours: \_\_\_\_\_

Semester \_\_\_\_\_ / Quarter \_\_\_\_\_

Course completion requires class attendance throughout

Course includes online or correspondence content

3. Course Name & Number \_\_\_\_\_ Credit Hours: \_\_\_\_\_

Semester \_\_\_\_\_ / Quarter \_\_\_\_\_

Course completion requires class attendance throughout

Course includes online or correspondence content

#### Office use only:

Coursework reimbursement application:  Approved  Denied

Reimbursement approval:  Approved  Denied

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

## APPENDIX D

### Public School Works Training Modules

2015-16									
Who	Requirement	Min	Course	New Hire	1ST	2ND	3RD	4TH	5TH
All Employees	ORC 3737.73	15	Active Shooter Response - Lockdown, Barricade, Escape, Counter Attack	15	15	15	15	15	15
All Employees	Ohio	5	School Policies and Procedures (District Specific Custom Course - Bullying, Anti-harassment, AUP)	5					
Certified Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	60	HB 276 Module 1 - Child Abuse Prevention and Human Trafficking (w ithin 5 yr cycle)	60	60				
Certified Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	45	HB 276 Module 2 - Depression and Self-Destructive Behavior (w ithin 5 yr cycle)	45		45			
Certified Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	45	HB 276 Module 3 - School Violence (includes teen dating violence) (w ithin 5 yr cycle)	45			45		
Certified Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	45	HB 276 Module 4 - Substance Abuse Prevention (w ithin 5 yr cycle)	45				45	
Certified Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	45	HB 276 Module 5 - Positive Youth Development (w ithin 5 yr cycle)	45					45
Certified Staff (K-12)	OAC 3301-7-01	10	Ohio Ethical Use of Tests	10	10	10	10	10	10
All Employees	OSHA (1910.1030(g)(2))	30	Bloodborne Pathogens for School Employees (Full / Refresher)	30	20	20	20	20	20
All Employees	OSHA (1910.157(g)(4))	20	Fire Safety	20	20	20	20	20	20
All Employees	OSHA (1910.1200)	20	Hazard Communication	20					
All Employees	Family Educational Rights and Privacy Act (FERPA)	10	Student Privacy Rights (FERPA)	10	10	10	10	10	10
All Employees (exclude maintenance)	OSHA (1910.147)	20	Lockout/Tag out Awareness	20	20	20	20	20	20

Total Annual Minutes	<b>370</b>	<b>155</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>
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#### If Applicable to your Position

Staff who administer meds	ORC 3313.713	25	Medication Administration in Schools (Ohio)	25	25	25	25	25	25
Transportation/Van Driver	OAC 3301-83-10	45	Transportation: Ohio School Van Driver Training (new hire requirement; recommended every year thereafter) See "Transportation Requirements" sheet for full description	45	45	45	45	45	45
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	30	Laboratory Safety	30	30	30	30	30	30

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