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**AGREEMENT**

**Between the**

**MINFORD EDUCATION ASSOCIATION**

**And The**

**MINFORD LOCAL BOARD OF EDUCATION**

**Effective August 1, 2015  
Through July 31, 2018**

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## ARTICLE 1

### RECOGNITION

- A. The Board recognizes the Minford Education Association OEA/NEA as the sole and exclusive representative for the members of the bargaining unit, which shall consist of all full-time and regular part-time certified staff members including talented and gifted coordinators, Chapter 1 coordinators, L.D. tutors regularly scheduled to work 15 hours or more per week, school nurse, athletic director/teacher, and community education director/teacher employed by the Board under regular teaching contracts. Members of the bargaining unit are referred to in this agreement as "teacher", "employee", "bargaining unit member". The superintendent; directors; supervisors; treasurer; principals; athletic director/assistant principal; community education director/administrator; and substitutes unless they have worked 60 consecutive days in the same position and any other part-time, seasonal, student, confidential, supervisory or management level employees as defined in ORC § 4117.01 of the Ohio Revised Code are excluded from the bargaining unit and are not subject to the terms of this agreement.
- B. Recognition of the Association as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written contract without challenge as provided for in ORC § 4117.04(A) and 4117.05(B) and will continue thereafter until a challenging employee organization is legally successful in gaining exclusive representation rights as provided for, and in strict compliance with the provisions set forth in ORC § 4117.05 and 4117.07.
- C. No bargaining unit member need become a member of the Association or any other employee organization as a condition for securing or retaining employment with the Board.

## ARTICLE 2

### NEGOTIATIONS PROCEDURES

- A. Request in writing for negotiations meetings from the Association will be made directly to the Superintendent. A request from the Board to negotiate will be made directly to the President of the Association. This notice of intent to negotiate will be served between February 1, and no later than February 28 of the year in which the contract is to expire.
- B. Negotiation Meetings - An agreement upon a meeting date will be reached by the designated negotiations team for the Board and the designated negotiations team of the Association within ten (10) school days of the request. Said negotiations meetings shall be held after school hours. In special circumstances, meetings may be held during school time. If employees are released from their contracted duties by agreement of the parties for negotiations during school time, such released time shall be without loss of pay.
- C. Representation - Each negotiating team shall be made up of a maximum of three (3) representatives from each side. Each side may have one professional representative to represent them in addition to the three (3) previously mentioned above. Neither party shall have any control over the selection of the negotiating representatives of their respective parties. The expense of any professional representative hired by either the Association or Board shall be at the cost of the party requesting or hiring the same.
- D. While negotiations are in session, either party may recess for independent caucus of a reasonable time. Each meeting shall include a decision on an agreed time and place for the next negotiations meeting.

## ARTICLE 3

### AGREEMENT

If tentative agreement is reached on those matters being negotiated, the entire tentative agreement shall be reduced in writing. Both parties, within five (5) work days of tentative agreement, shall review the document and make mutually agreed upon editorial changes. The tentative agreement shall then be submitted to the membership of the Association for ratification. If ratified by the Association, the agreement will be submitted to the Board for adoption. If ratified and adopted, the agreement shall be signed by both parties and shall become a binding collective bargaining agreement.

## ARTICLE 4

### DISAGREEMENT

- A. Pursuant to ORC § 4117.14(C) and 4117.14(E), the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersedes the procedures listed in ORC § 4117.14(C) (2) - (6), but does not waive the Association's rights under ORC § 4117.14 (D) (2).
- B. If an agreement is not reached within sixty (60) days of the expiration of the existing contract, either party may call for the services of the Federal Mediation and Conciliation Service to assist in the resolution of all unresolved issues. If a party calls FMCS involvement, the other party shall join in a joint request.
- C. If, after fourteen (14) calendar days from the first mediation session, agreement has not been reached on all unresolved items, either party may call for the establishment of an Advisory Panel to consider and make recommendations regarding the issues yet unresolved. If either party calls for the establishment of an Advisory Panel, both parties shall select a representative, which shall not be an employee of the district to serve on said panel. The Chairman of the panel shall be selected from a list of seven (7) names submitted by the American Arbitration Association in compliance with A.A.A. rules and regulations.
- D. The Advisory Board shall hold a hearing as soon as the majority thereof shall agree and shall make recommendations for settlement within thirty (30) days from said hearing; said recommendations shall be submitted only to both parties, but shall not be binding upon either party.
- E. The Board and the Association shall each pay the costs and expenses of the member chosen by each side and the costs and expenses incurred in securing and utilizing the services of a third member shall be shared equally by the Board and the Association.

## ARTICLE 5

### SAVINGS CLAUSE

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful or not enforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this agreement. The parties will meet to renegotiate the affected provision(s) within thirty (30) days of the court decision or enactment of legislation.

Consistent with ORC § 4117.10, the terms of this agreement supersede any conflicting provisions of state law. When the agreement is silent and/or the statute only partially modified, then remaining portions of applicable law shall prevail.

## ARTICLE 6

### ORGANIZATION RIGHTS

- A. The Building Representatives of the Association in each individual school will have the use of a bulletin board supplied by the Association and posted in the teachers' lounge.
- B. The Association shall be provided at the Board meeting all agendas, minutes and other public information.
- C. The Association may cause to have announcements made on the school building public address system; however, said announcements must be presented in writing with the approval of the building principal and said announcements will be made over the public address system by the building principal.
- D. Representatives of the Association may make announcements during school faculty meetings with approval of the building principal.
- E. The Association Building Representative will have permission to use the individual school equipment on premises, after their normal working day, including typewriters, computers, printers, word processors, copiers, calculators, and other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use at the Association's expense and after approval and scheduling by the principal. All materials and repair of equipment, if broken, shall be paid for by the Association.
- F. The Association President may obtain the names and addresses of newly employed staff members from the Treasurer's office.
- G. The Association has approval to compile all professional staff members' names, addresses, telephone number and job assignment, except those who have requested that they not be listed in said directory all at the cost of the Association.
- H. The Administration shall provide a copy of changes to of the Board Policy Book to the Association President and make it available electronically to all employees.

I. The Board and the Association shall provide one professional printed Master Agreement to each employee as soon as possible following ratification of the Agreement. The cost of printing shall be borne equally by the parties. The cost of the printing will be agreed to in advance of the printing. The Association shall bear the responsibility of printing the agreement. The Board and the Association may elect to provide this Master Agreement electronically.

J. Upon written request by the Association President, the Treasurer will provide any routinely prepared financial reports required for negotiations. The documents shall include, but not be limited to, the following:

1. The June 30 Treasurer's Year-End Report
2. The most recent Amended Certificate of Resources
3. The most recent Annual Appropriations Resolution
4. The most recent January Tax Budget
5. The current SM-2
6. The most recent monthly Treasurer's Report
7. The current training and experience grid

The Board will provide one copy of the seven items at no charge. The Association will pay for the cost of duplicating any additional copies or additional documents.

K. The Association will be permitted to place material in school mail boxes.

L. The Association will be allowed to use the school buildings when not in use for school purposes in accordance with the District's building use policy.

M. Bargaining unit members shall have the right to be represented or accompanied by a representative of their choice at all meetings or

hearings called by the administration concerning discipline of an employee. The Administrator will notify the employee in advance when the meeting or hearing concerns discipline of the employee.

N. The following will be provided to the Association President the Friday prior to any regularly scheduled Board meeting:

1. Any other pertinent documents for examining the financial status for any expenses in excess of \$25,000 for examining the financial status of the District.
2. Minutes of all regular or special Board meetings
3. Agendas of all regular Board meetings

O. Treasurer's financial report for the fiscal year end including appropriation accounts, budget accounts, revenue accounts for the July meeting, and monthly Treasurer's financial reports.

P. Documents for all special Board meetings will be provided twenty-four (24) hours prior to the scheduled meeting.

## ARTICLE 7

### BOARD OF EDUCATION RIGHTS

Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: 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 Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, nonrenew, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with, nor agreement of the Association. During the life of this negotiated agreement the Board of Education shall not establish a policy, rule, or regulation which violates any provision of this negotiated agreement, including wages, hours, terms and/or conditions of employment covered under ORC § 4117.08 (A).

## ARTICLE 8

### PAYROLL DEDUCTIONS

Any certified employee so desiring shall have any or all of the following items payroll deducted by the Treasurer of the Board:

- A. Insurance and annuity programs endorsed by the Board shall be deducted at no charge. All other such programs may have a fee of six dollars (\$6.00) charged annually to be collected. (Annuities will be deducted bi-monthly).
- B. Unified Teaching Professional dues shall be deducted in ten monthly installments beginning on the last pay day in September except for employees employed after said date, with their deductions being prorated over the remainder of the ten (10) months period.
- C. Political contributions of five (5) dollars or more per month shall be deducted for up to six (6) months if requested in writing on or before February fifteenth (15<sup>th</sup>) annually.

## ARTICLE 9

### TEACHER-ADMINISTRATION LIAISON

The representatives of the Administration will meet at least once a month with representatives of the Association at the request of either party to discuss matters of educational policy, the implementation of this Contract, and at such other times as may be mutually agreeable to discuss matters of mutual concern. The Superintendent and the President of the Association will be in attendance at these meetings. Jointly approved minutes of the meetings, including the decisions reached, will be placed in writing and submitted to the Superintendent, the Association President, and Board of Education.

#### School Faculty Council

- A. There shall be a School Faculty Council established in each building consisting of employees from within the building.
- B. Such Council shall have among its members the building principal and the Association building representatives.
- C. The size, membership, and chairmanship of the Council will be established by the employees in September. Chairmanship shall be limited to the current building representatives.
- D. General purposes of the Council will be to provide a vehicle for communication between the employees, the Association, and the school Administration; and to resolve problems within the building, through discussion. Such discussions may include, but not be limited to, a consideration of: (a) building policy and procedures, (b) building maintenance and cleanliness, (c) enforcement of the Master Contract in the building, (d) student discipline.
- E. The Council may hold one regular meeting a month at the request of either party. All employees will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least twenty-four (24) hours before the meeting. Minutes of all meetings will be distributed to employees following each meeting. Secretarial assistance will be provided for the performance of these duties when available time permits. Special meetings of the Council can be called by a written

request signed by a majority of the employees.

- F. A position on the Faculty Council will in no way be used to place the employee's job security in jeopardy. Their evaluation or advancement will in no way be adversely affected by their position on this Council.

## ARTICLE 10

### GRIEVANCE PROCEDURE

A. Grievance Policy - The parties hereto recognize that in the interest of harmonious relations, a procedure is necessary whereby the employees can be assured of a prompt, impartial, and fair hearing of their grievances. Such procedures shall be available to all employees of the bargaining unit and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. It is further the intention of the parties to institute a method of contract enforcement.

B. Definitions

1. Grievance - A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the Association and the Board of Education.
2. A grievant - is an employee or group of employees, in the bargaining unit, alleging a grievance. The M.E.A. may file a grievance on behalf of two or more members of the bargaining unit in its own name. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.
3. A day - shall be defined as a school day exclusive of legal holidays. During the months when school is not in session a day shall be Monday through Friday, exclusive of holidays.

C. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled with discretion. Further, both the Board and the Association agree that a grievance may be withdrawn at any level without prejudice or record.

D. Grievance Procedure - Step One: Within fifteen (15) days from the date of the event given rise to a grievance, the grievant shall request an informal meeting with his or her principal for the purpose of resolving the

matter. The grievant shall indicate that the discussion will pertain to a possible grievance. (If the grievant fails to request such a meeting within fifteen (15) days after he or she knew of the act or condition on which the grievance is based, the grievance shall be considered waived.) (However, if a condition is recurring, the fifteen (15) day time limit shall apply to the most recent occurrence.) Either party shall be allowed representation at such informal discussion.

Step Two: If the grievance is not resolved at Step One, the grievant shall, within five (5) days, present his or her principal with a written explanation of the grievance, on a prescribed form, citing the specific section or sections of the contract alleged to have been violated and the relief sought. Further consideration of a grievance shall be limited to specific sections alleged to have been violated in the written grievance. Within five (5) days of the receipt of such claim, the principal shall indicate his or her disposition of the grievance in written form, citing the reasons for the denial, if any. A copy of the grievance shall be sent to the grievant and the second copy will be sent to the District Superintendent.

A district-wide grievance which the principal cannot influence nor decide, shall be filed at the Superintendent Level, Step Three.

Step Three: If the grievant is not satisfied with the written disposition of the principal, he or she shall, within five (5) days of the receipt of the disposition, send a written request for a hearing before the District Superintendent or designee. In addition to the request, the grievant shall include a written explanation setting forth the areas of disagreement with the determination of the principal. A copy of the request and the grievance shall be sent to the President of the Board of Education and the President of the Association. The grievant may have Association representation and the Superintendent or his/her designee may have a representative of his or her choice at the hearing. The hearing will be held within fourteen (14) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within seven (7) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the principal, the President of the Board, and the Association President. A hearing shall be conducted in an informal manner.

Step Four: If the grievant is not satisfied with the Superintendent or

designee's decision, he or she may request the Association to appeal to the Board of Education. The written notice of appeal shall be filed with the Treasurer of the Board of Education not later than seven (7) days after the receipt of the Superintendent's decision. Included in the grievance appeal shall be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board of Education will meet with the grievant at the next scheduled Board Meeting. The grievant may have Association representation and the Board of Education may choose to have representation at such meeting. After considering the grievance, the Board of Education will issue a decision within seven (7) days to the grievant, the Superintendent and principal involved.

Step Five: If the Association is not satisfied with the disposition of the Board of Education as to any grievance then they may initiate Step Five of this procedure. The Association and the aggrieved may refer a grievance to an arbitrator by giving written notice to the Superintendent and/or Board of its desire to do so. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearings promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The costs for arbitration shall be borne equally by parties except that each party shall bear the cost of its own representatives.

#### Miscellaneous

- A. Nothing contained herein will be construed as limiting the right of any employee having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this contract and the Association has been given the opportunity to be present at such

adjustment and to state its views.

- B. Time Limits: The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by the written agreement of the parties in interest.
- C. Record(s) of grievance shall be separate and apart and shall not be made part of the personnel file of any member of the bargaining unit, unless the grievance is related to professional evaluation or conduct of an employee. If the grievance is upheld through the grievance procedure, then it shall be removed. If the grievance is not upheld and the arbitrator rules in favor of the Board, then the record shall remain in the file.

## ARTICLE 11

### PERSONNEL RECORD FILE

- A. The official file on all employees shall be that file that is maintained presently in the Superintendent's and Treasurer's office. This file should be locked at all times when not in use.
- B. Except as required by ORC §149.43, personnel files are privileged, open to inspection by the individual concerned, members of the Board of Education, administrative personnel related to the area on a "need to know" basis, and authorized representative of the employee, provided that the representative has written authorization from the employee. Such written authorization shall expire after ninety days.
- C. Changes in an employee's status shall be made a part of his or her personnel record (change in residence, marital status, and so forth).
- D. When the employee and Superintendent agree that there is evidence that certain material in said teacher's personnel file is irrelevant, incomplete, inappropriate, false, untimely, or if validity of the complaint is sustained by the grievance procedure, such material shall be corrected or removed immediately from the file. Records of all warnings, written reprimands and other material of a derogatory nature, excluding evaluations, will be removed from the teacher's personnel folder two (2) years from the date of issuance upon request of the employee, provided no intervening discipline of the same or similar nature has occurred. Items involving legal investigations may be removed from the teacher's personnel file five (5) years from the date of issuance upon request of the employee.
- E. Any bargaining unit member requesting copies of any item in his/her personnel file shall pay for copying of said items, cost not to exceed ten (10) cents per item. No bargaining unit member will be denied copies of file material.
- F. No documents, other than those listed below, shall be placed in an individual's personnel record file without the individual's signature acknowledging that such documents exist. If the individual in question refuses to sign such documents, three (3) witnesses should witness the

acknowledgment that such documents were presented to the individual. These witnesses should be the Principal and the Superintendent or designee and the Association President or designee. The employee shall receive a copy of the said document.

The following items may be placed in an individual's file without the individual's signature:

1. Employment application
2. Copy of current contract, signed
3. Copy of latest salary notice
4. Copy of Evaluation
5. Valid certificates
6. Copy of college transcripts and degrees
7. Record of military service

G. An employee shall have the right to review his/her personnel file and attach a statement of rebuttal or explanation to any material contained therein.

H. An employee shall be notified in writing when materials in his/her file area copied or a member of the public has made a request for inspection of the file under the Public Records Act, ORC §149.43. If it is known or given, the name of the member of the public shall be supplied to the bargaining unit member. If, during the life of this negotiated agreement ORC §149.43 should be changed or amended, then this provision shall be open to negotiations.

## ARTICLE 12

### ASSIGNMENTS, VACANCIES, AND TRANSFERS

#### A. Assignments

1. Prior to schedules being released to students or August 1, whichever is earlier, the building administrator(s) or his/her designee will send each teacher a copy of his/her schedule for the upcoming year. The schedule will be detailed so that each teacher knows what he or she will be teaching in the upcoming school year. Every reasonable effort will be made to ensure that the teachers schedule is final; however, it is understood that changes may be necessary based on enrollment changes or changes in personnel.
2. Any employee requesting a transfer from his/her assigned position shall make known his/her request to the Superintendent no later than April 1st of the current school year.
3. When the requested transfer is not approved, the employee may request a conference with the Superintendent to discuss the reasons for denial. Said meeting shall be held not less than fifteen (15) calendar days after such request is made.

#### B. Vacancies and Transfers

1. The local Superintendent shall determine when a vacancy exists, whether a vacancy shall be filled and shall have the sole right, except as provided in ORC § 3319.01 and 3319.07, to fill all vacancies with Board approval.
2. During the summer recess, notice of such vacancies shall be sent to each teacher via e-mail and posted in each building. The President of said Association shall be emailed a copy of each vacancy that is posted as soon as the posting of the vacancy occurs.
3. The Superintendent will prepare a list of all vacancies within three (3) school days of becoming known. A copy of this list will be emailed to each teacher, sent to each school, announced to all teachers that there are postings and posted on the known employee's bulletin

boards for seven (7) work days. The list shall include the following:

- a. Specific Position Available (grade, class, if necessary)
  - b. Deadline for Application
  - c. Effective Starting Date
4. Requests from current members of the bargaining unit will be given primary consideration based on the teacher's evaluation, the district's seniority list, licensure, HQT certification, and core content area of the vacancy in the filling of new and existing vacancies.
  5. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than seven work days after the posting. In case of urgent necessity, the Superintendent may fill a vacancy within the seven work day period.

C. Involuntary Transfer

1. A conference shall be held between the employee and the building principal explaining the reasons a transfer of the individual may be made. If requested, the reasons will be given to the employee in writing.
2. Employees being transferred as a result of an involuntary transfer shall be informed by July 15. If existing openings are available, the employees shall be considered for reassignment by July 15.
3. Employees subject to involuntary transfer shall be considered for available assignments for which they may qualify at the time any transfer is being considered in accordance with the procedure herein set forth for the filling of vacancies. An involuntary transfer will only occur if, after posting, the vacancy had no qualified teacher apply.
4. An involuntary transfer shall be for good and just cause only and will follow the procedure above.

## ARTICLE 13

### SEQUENCE OF CONTRACTS

- A. Limited regular contracts shall be issued in the following order:
1. Upon initial employment, the first limited contract shall be for one (1) year.
  2. Upon completion of the first limited contract, an employee, if renewed, shall be offered a two (2) year limited contract unless Section 6 alters same.
  3. Upon completion of a two year limited contract, an employee, if renewed, shall be offered a three (3) year limited contract unless Section 6 alters same.
  4. Upon completion of a three year limited contract, an employee, if renewed, shall be offered a five (5) year limited contract unless Section 6 alters same.
  5. Upon completion of a five year limited contract thereafter, an employee, if renewed, shall be offered a five (5) year limited contract unless Section 6 alters same.
  6. The sequence of contract issuance may be altered if one of the following conditions exist:
    - a. A teacher is employed to fill a vacancy of an employee on leave of absence.
    - b. The teacher's evaluation indicates the need for an additional year of professional growth as determined by the Superintendent and the Board of Education.
    - c. The teacher has been granted a continuing contract in another school district in Ohio before being employed by Minford Local Board of Education.

- d. Teachers on temporary certification/license.
- e. The employee has met the requirements for a continuing contract in Section B.
- f. A teacher who fails to achieve a professional teaching license during the first year of employment, if renewed, shall be offered a second one year limited contract.

B. Continuing Contracts

1. A teacher who has attained the statutory requirements for a continuing contract and has the appropriate certificate/license on file in the county office by April 1 will be considered by the Board for such contract. If the Board does not grant a continuing contract at such time, the teacher shall continue on his/her limited contract.
2. At the conclusion of his/her limited contract, a continuing contract will be issued if the teacher has the appropriate certificate/license on file in the county office by April 1 unless the teacher's evaluation indicates that the teacher needs additional development. In which case, a one or two year probationary contract will be issued, with written specifications given and listing the areas for improvement. If, after the specified probationary contract, improvement is not shown, then said teacher may be non-renewed. This procedure shall be in accordance with ORC § 3319.11.

## ARTICLE 14

### REDUCTION IN FORCE

#### A. Reason for Reduction in Staff

If the Board decides that it will be necessary to reduce staff, it shall make a reasonable reduction based on a comprehensive plan of program needs for the District. This comprehensive plan of program needs shall take into account the minimum standards promulgated by the Ohio State Department of Education and all pertinent provisions of state and federal law.

#### B. Method of Reducing Staff

##### 1. Suspension of Teaching Contracts

In making such reductions, the Board shall, within each area of certification affected, suspend the teaching contract of a bargaining unit member, pursuant to ORC § 3319.17. Those contracts to be suspended will be as follows:

- a. Recommended reductions in a teaching field will be made by selecting the area needed for reduction. Once that area is identified, the person with the lowest evaluation for that area of licensure who is currently assigned to a position in that teaching field will be reduced first. If all or some of those affected have comparable evaluations then the least senior will be reduced.
- b. A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on the seniority list but comparable evaluations for their area of licensure. Any such election must be made at the time the bargaining unit member is notified he/she will be affected as outlined in #3 of this section.
- c. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly licensed. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also, in descending order of seniority.

## 2. Seniority

- a. Seniority shall mean the length of continuous employment in any bargaining unit position. Seniority shall be computed from a bargaining unit member's original date of hire and will begin to accrue as his/her first day of actual service. Seniority will continue to accrue during the following:

- (1) Absence while on paid leave
- (2) Military leave
- (3) A lay off of twenty-four (24) months or less duration
- (4) A resignation or non-renewal where the employee is re-employed or reinstated within the following school year.

The following situations constitute breaks in continuous service for which seniority is lost:

- (1) Nonrenewal or termination (if reinstated seniority shall be considered continuous)
- (2) Retirement (except for STRS disability)
- (3) Lay off for more than twenty-four (24) months
- (4) Failure to return to work within ten days of receipt of recall from lay off
- (5) Failure to return to work at the expiration of a leave unless extension of the leave is granted

For time spent out of the bargaining unit seniority shall not be lost, but it shall not accrue.

- b. If two or more teachers have the same length of continuous service, then seniority will be determined by:
  - (1) The date of the Board meeting at which the teacher was hired; then by
  - (2) The order in which they were hired on the official Board minutes and then by
  - (3) Alphabetical order.
- c. Posting of Seniority List

The seniority list shall be posted annually, by March 1. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting. The Association will inform the Superintendent of any errors in the seniority list within five (5) work days after the posting.

## 2. Right to Transfer

- a. A member of the bargaining unit who is notified that he/she is to have his/her contract suspended will have the right to transfer to any position held by a less senior member with comparable evaluation ratings of the bargaining unit whose position he/she is certified to fill. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within five (5) days after the member of the bargaining unit is notified that his/her teacher contract is to be suspended.
- b. The Superintendent, upon receipt of a bargaining unit member's notice of intent to request transfer, will investigate to substantiate certification, contract status, and seniority. If the transfer request is found to be in compliance with all provisions of this contract, the less senior member with similar evaluation

rating of the bargaining unit will be notified of the suspension of his/her teaching contract within five (5) days from receipt, by the Superintendent, of intent to transfer.

- c. A member of the bargaining unit who is to be suspended pursuant to this section will have the same transfer rights vis-a-vis a less senior member of the bargaining unit with comparable evaluations as an individual who is to be suspended.
- d. A bargaining unit member who transfers to another position in the bargaining unit will retain all his/her accrued benefits.

C. Notice of Intent to Reduce Staff

1. Notice to Association

- a. If the Board contemplates suspending the teaching contract of a member of the bargaining unit, for reason of reducing staff, it will notify the Association in writing as soon as the need becomes evident that the suspension is necessary. The written notice will include the specific position to be affected, the reason for the action, and the time at which the suspension will become effective. The Association may, within five (5) days after receiving said notice, request a meeting with the Board for the purpose of discussing the need for suspension(s). The Association will be given the opportunity to present any information which it may have which is relevant to the proposed action of the Board.
- b. If the Board contemplates suspending the teaching contract of a member of the bargaining unit to provide for the return to duty of another member of the bargaining unit after a leave, it shall notify the Association in writing not later than fifteen (15) days prior to the effective date of the suspension. The written notice will include the specific position to be affected and the time in which the suspension will become effective. The Association may, within five (5) days after receiving said notice, request a meeting with the Board for the purpose of discussing the need for the suspension(s). The Association will be given the

opportunity to present any information which it may have which is relevant to the proposed action of the Board.

2. Notice to Individual

- a. Any member of the bargaining unit who is to have his/her contract suspended will be so notified in writing thirty (30) days prior to the suspension. Such notice will include the reason for the action and time at which the suspension will become effective.
- b. A member of the bargaining unit recalled to a vacancy created pursuant to Section C, 1 who is to have his/her teaching contract suspended will be so notified in writing not later than thirty (30) days prior to the effective date of the suspension. Such notice will include the reason for the action and the time at which the suspension will become effective.

D. Recall Provisions

1. Recall Defined

If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, members of the bargaining unit whose teaching contracts are suspended, who are certified to perform the duties in question, shall be recalled in seniority order (highest seniority first, etc.).

2. Right to Recall

If a member of the bargaining unit whose teaching contract has been suspended, has transferred to another position of the bargaining unit or has been recalled to a position other than that which he/she held immediately prior to his/her suspension, he/she will remain eligible for recall in accordance with the provisions of Section D, 1 above.

3. Recall Procedure

Notice of recall will be given by registered mail or certified mail to the last address given the Board by the member of the bargaining unit.

A copy of the notice of recall will be given to the Association. If a member of the bargaining unit fails to respond within ten (10) days after receipt of the notice of recall, he/she will be deemed to have refused the position offered.

4. Waiver of Recall Rights

A member of the bargaining unit whose teaching contract has been suspended will remain on the recall list for twenty-four months after the effective date of his/her suspension unless he/she:

- a. Waives recall rights in writing;
- b. Resigns;
- c. Fails to accept recall to the position held immediately prior to suspension, or to an equivalent position; or
- d. Fails to report to work in a position that he/she has accepted within ten (10) school days after receipt of the notice of recall, unless such member of the bargaining unit:
  - (1) is sick or injured; or
  - (2) has secured temporary employment elsewhere, in which case he/she will be allowed a reasonable amount of additional time before being required to report.

E. Restoration of Benefits

All benefits to which a member of the bargaining unit was entitled at the time of his/her suspension, including unused accumulated sick leave will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A member of the bargaining unit will not receive increments credit for time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure.

## ARTICLE 15

### JOB DESCRIPTION(S)

- A. Job descriptions shall be written for use in primary, elementary, junior high, and secondary teaching positions. Opportunity for input shall be provided to the employee(s) for whom job descriptions are being written. Final approval of the developed job description shall be left to the Minford Local Board of Education.
- B. In the event that the job descriptions are altered, or slated to be altered, those employees affected by the change(s) shall be notified of the same and their input solicited.
- C. Employees so affected shall be notified of all pending changes in the job description prior to the issuance of a contract or salary notice for the ensuing year.

## ARTICLE 16

### SCHOOL PROCEDURES

- A. The building principal shall, at the beginning of the school year, provide his employees with copies of that school's handbook(s) containing written procedures of operations as determined by the administration. The Board and the Association may elect to provide the school's handbook(s) electronically.
- B. Any complaints concerning school procedures will first be directed to the school faculty council. The school faculty council will meet and attempt to resolve the complaint(s).
- C. As revisions to these procedures of operation occur, the handbook shall be amended to reflect those changes.
- D. All teachers will be made aware of any changes on the first teacher work day.

## ARTICLE 17

### SUBSTITUTE TEACHERS

- A. When a regular teacher is absent, the administration shall make every effort to obtain a substitute certified to teach the absent teacher's subject(s).
- B. If a substitute is not available, the administration may request regular employees, during their preparation time, to substitute for the absent teacher.
- C. Employees who are requested and surrender their preparation time will do so only on a voluntary basis. If they are busy and cannot cover during their preparation time, their refusal will not affect or in any way be held against them for evaluation purposes, nor will there be any negative records maintained by the administration.
- D. If an administrator requests that a teacher cover a class during their planning period, that teacher will be paid \$25.00 per planning period or fraction thereof.

## ARTICLE 18

### EMPLOYEE WORK SCHEDULE AND SCHOOL CALENDAR

#### A. School Day and Calendar

1. For the duration of this agreement, the length of the normal school day shall be seven-thirty a.m. (7:30 a.m.) to three o'clock p.m. (3:00 p.m.) for grades six through twelve (6-12) and eight-thirty a.m. (8:30 a.m.) to four o'clock p.m. (4:00 p.m.) for grades kindergarten through fifth grade (K-5). The normal school day may be altered when necessary due to inclement weather or for emergencies but no permanent alteration to the schedule shall be made until the proposed change is first approved by the Association and adopted by the Board of Education.
2. The date and time of all parent conferences will be incorporated into the school calendar prior to the beginning of the school year. Parent conferences may be scheduled in the evenings with a commensurate shortening of another school day.
3. The length of each school year shall not exceed one-hundred eighty-two (182) days, including, two (2) work days, and two (2) parent-teacher conference days. When calamity forces the closing of school, the first five (5) calamity days will not be made up. The next three (3) calamity days will be replaced with Blizzard bags (in accordance with ORC § 3313.482). All remaining days missed will be make-up days. Delays do not count toward the total calamity days.
4. It shall be the responsibility of the staff to encourage parent participation on conference days.
5. The Board agrees to direct the administration to continue getting input from the staff while developing the school calendar.

#### B. Employee Lunch Period

Each employee shall be scheduled for a thirty (30) consecutive minute duty-free lunch period while the serving line is open for students. Employees may leave the school premises for lunch provided they notify

the office upon departure and return.

C. Preparation and Conference Time

1. The term "preparation and conference time" shall mean work time during the student day exclusive of the employee's daily duty-free lunch period. This time shall be used by an employee for any teacher-related duties.
2. The elementary professional staff member (K-6) shall be provided preparation periods each week totaling at least 200 minutes.
3. Education Service Personnel (art, music, physical education, etc.) shall be provided each week preparation periods totaling at least 200 minutes.
4. The secondary employees (7-12) shall be provided with a daily preparation period. Such preparation period shall be the same consecutive length as a regular class period.
5. Should it be necessary for the Board of Education to curtail or eliminate the use of Education Service Personnel, then this provision shall be subject to renegotiation.
6. The principal may schedule one regular faculty meeting per month. Additional meetings shall be called only in emergency situations. Faculty meetings will be scheduled during the teacher's work day, before or after school. Meetings held before or after school will not extend more than forty-five (45) minutes beyond the regular day.
7. Faculty meetings which involve the total professional staff for such purposes as: school business, teacher-pupil relationship assessment, and/or other school-wide purpose identified by the principal or the superintendent, or by the principal in cooperation with the Faculty Council. All staff members should make every effort to be in attendance at all faculty meetings. It shall be the responsibility of an absent staff member to check with the building principal or other staff member about pertinent information which was missed or discussed at said meeting.

D.

Non-Instructional Duties

All duties of a non-instructional nature including, but not limited to, playground duty, lunch duty, and bus duty shall be divided as equally and fairly among the members of the bargaining unit as the schedule will permit. These duties shall also be rotated, at least annually, equally among the bargaining unit members of each building as the schedule permits. Regular classroom instructional time takes precedent over all attempts to rotate/divide duties of a non-instructional nature.

## ARTICLE 19

### CURRICULUM COMMITTEE

Any changes in grade/course, curriculum, materials, and program software made to comply with ODE and/or state standards will be discussed and decided by the affected grade level or program teachers, with the building principal and the district's curriculum director.

A maximum of one new program per grade level or school can be implemented in any given school year. If additional programs come to the attention of the Curriculum Director, and he/she feels they are important to the learning objectives of the District, that program (or programs) will be introduced to the Curriculum Committee to be reviewed and voted on before it is implemented into practice.

## ARTICLE 20

### DISCIPLINE COMMITTEE

Prior to January 1st of each year, upon the request of either the Board of Education, the Administration or a majority of the employees in that building, a discipline committee shall be formed. The purpose of the committee will be to encourage communication between employees and the administration in areas of student discipline.

- A. Make-up: Each committee shall have two (2) employees selected by the principal and two (2) employees selected by the Association. The distribution of committee members will be dispersed among grade levels represented by the building committee. The principal shall be the fifth member. The chairperson of the committee shall be selected by the members of the committee.
- B. Duties: The committee shall identify discipline needs and establish objective procedures for dealing with said needs. Each committee is urged to incorporate student(s), parent(s), and community resources.
- C. Implementation: Each committee shall prepare and submit to its building staff a tentative report on its recommendations no later than May first. The staff may respond to this report in writing to the committee up to and including May fifteenth. The committee shall formulate a final report to the Board of Education no later than June fifteenth. The Board of Education shall study the report, may consult with the Discipline Committee as it deems necessary, and may amend it as it determines necessary, and may implement a final version by resolution no later than July thirtieth. The Board will adopt all changes in The Student Conduct Code as provided by ORC § 3313.661.

## ARTICLE 21

### PUBLIC COMPLAINT PROCEDURE

- A. When any complaint is deemed serious enough to warrant administrative action including investigation, the bargaining unit member shall be informed of the complaint by his/her principal, and the employee and principal shall attempt to resolve the complaint with the complaining party. The name of the person making such a complaint will be made known to the employee. Every effort will be made to resolve the complaint at the lowest possible level.
- B. If requested by the bargaining unit member, administrator or complaining party, a meeting of those two parties and the administrator(s) will be held to discuss the complaint. Both parties shall have the right to representation. Any complaint that does not warrant any administrative action shall not be made a matter of record.
- C. If a record of the complaint is to become a part of the bargaining unit member's record, the bargaining unit member shall be notified and shall be entitled to attach a rebuttal to it or such administrative comments as are made part of its record.
- D. In the event that a parent or member of the public attempts to lodge a complaint directly with the Board of Education or the Superintendent, the Board or Superintendent shall refer the complaining party to the building administrator. The Board shall meet with the complaining party in executive session only after the complaining party has met with the building administrator, the Superintendent, and the bargaining unit member.

## ARTICLE 22

### PAYROLL PROCEDURES

- A. Members of the bargaining unit shall have the option to be paid by check or direct deposit beginning with the February 2000 paycheck. New employees, as of July 1, 1999, will be required to receive pay by direct deposit.
- B. When a regular payday occurs within a vacation period during the school year, the pay shall be advanced to the last work day prior to the beginning of the vacation period whenever possible as determined by the Treasurer.
- C. The members may receive the balance of his/her annual pay due them at the effective date of his/her resignation should he/she choose to leave the employment of the school system.

## ARTICLE 23

### MILEAGE REIMBURSEMENT

The Board of Education shall reimburse the employee at the IRS rate allowed per mile rounded to the whole penny (Example: IRS = 36 ½ cents; Minford = 36 cents) for any accumulated mileage incurred in the performance of their professional duties. Said mileage reimbursement must be approved in advance by the principal and Superintendent.

## ARTICLE 24

### SALARY NOTICE

All employees shall be issued a salary notice in accordance with ORC § 3319.12. No more than thirty (30) days after completion of negotiations a revised salary notice will be issued.

## ARTICLE 26

### EVALUATION PROCEDURE

#### PHILOSOPHY

- A. The evaluation process is a cooperative effort between teacher and administrator designed to maintain, enhance, and improve instruction, teaching performance and student learning; therefore, the evaluation process should be continuous and encourage the development and retention of quality teachers. The teacher is essential to a quality education program.
- B. The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement. A bargaining unit member may grieve a violation of the evaluation process.
- C. The teacher performance Evaluation Rubric is intended to be scored holistically. This means that evaluations 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) minutes observation and pre/post-conference. The evaluator is to consider evidence (not hearsay) gathered during the pre-observation conference, the formal observations, the post-observation conference, the classroom walk-throughs in addition to accepting further evidence by the teacher. When completing the performance rubric, please note that the 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 professional section of the rubric must use evidence collected during the pre-observation and post-observation conferences, walkthroughs or daily interactions with others that occur during the school day. Any interactions that create observational concerns will be written down and hand delivered to the teacher no later than three (3) school days after the incident occurred.
- D. It also must be noted that although school boards are required by statute (ORC § 3319.111(A)) to adopt a standards based evaluation policy, it must also be remembered that the legislative sands will no doubt continue to shift. A law that has already been twice amended will likely be the subject of further proposed amendments either in a forthcoming budget

## ARTICLE 25

### PROFESSIONAL SALARY SCHEDULE

- A. Effective August 1, 2015, the base salary for the certified employees for the Minford Local School District shall be increased 4%, \$33,662.  
Effective August 1, 2016, the base salary for the certified employees for the Minford Local School district will be increased by 2%, \$34,335.  
Effective August 1, 2017, the base salary for the certified employees for the Minford Local School district will be increased by 2%, \$35,022.

\*add step 15 to the current salary schedule

- B. Employees performing home instruction/tutoring shall be reimbursed at the rate of \$25.00 per hour of instruction and shall be reimbursed at the IRS rate allowed rounded to the whole penny (Example: IRS = 36 ½ cents, Minford = 36 cents) per mile traveled in excess of the employee's normal route home from school. This mileage rate also applies to approved professional travel mileage.
- C. Special Education teachers will receive \$600 per year for extra duties.
- D. Any teacher who has National Board Certification will receive \$1,500 per year.
- E. Any teacher who teaches Advance Placement and/or College Credit Plus classes at the high school will receive \$1,601 per year/per teacher.

bill or other legislation.

- E. The evaluation policy should neither provide more specificity than what is expressly required by statute nor offer greater detail than what is contained in the framework for the evaluation developed under ORC § 3319.112 or additional sections related thereto. The specific terms and conditions of the teacher evaluation system shall be dealt with in regular contract negotiations and these methods shall continue to be governed by the collective bargaining agreement.

#### Purpose

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional development of teachers.
  2. To improve instruction.
  3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

#### Application

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
1. Teachers working under a license issued under ORC § 3319.22, 3319.26, 3319.222 or 3319.226 who spend at least fifty (50) percent of their time providing student instruction.
  2. Teachers working under a permanent certificate issued under ORC § 3319.222 as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
  3. Teachers working under a permanent certificate issued under

ORC § 3319.222 as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

4. Teachers working under a permit issued under ORC § 3319.301 who spend at least fifty (50) percent of their time providing student instruction.
5. Full time teachers who do not meet the definitions above will be evaluated utilizing a similar tool addressing their specific job description. These evaluation tools must be approved by the Board and the MEA.

### Evaluators

- A. An evaluator must be a full-time, credentialed contracted employee of the District and be either the Superintendent, Assistant Superintendent (for the 2015-16 school year), immediate building Principal or Assistant Principal, School Psychologist (for Intervention teachers) or Curriculum Director (for grades K-8), in the building where the teacher gives instruction.
- B. The person who is responsible for assessing a teacher's performance shall be:
  1. The teacher's Superintendent, Assistant Superintendent (for the 2015-16 school year), immediate building Principal or Assistant Principal, School Psychologist (for Intervention teachers) or Curriculum Director (for grades K-8), for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
  2. The Assistant Superintendent, School Psychologist or another evaluator within their immediate building will be selected by the teacher for those teachers with an above expected level of student

growth on the student growth measure dimension of the evaluation procedure. (As stated in ORC § 3319.111, C. 2)

- C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.
- D. The Board and the Association agree that the School Psychologist is a licensed teacher and a credentialed evaluator for those Intervention staff members over whom h/she has a supervisory role.

#### Evaluation Committee

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee (a.k.a Evaluation Policy Consultation Committee as stated in Board Policy, page 1) for the purpose of establishing the policy, procedure and process, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, for the evaluation of teachers in the District.
- B. Committee Composition
  - 1. The committee shall be comprised of 4 Association members appointed by the Association president and 4 members appointed by the Board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
  - 2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.
- C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - a. One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
4. Members of the committee will receive \$50.00 per meeting, one meeting per nine-weeks, for committee work and training.
5. This committee will have the ability to address their own by-laws and operational processes.

D. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, for teacher evaluation, including any forms with the exception of the OTES rubric and mandated forms by ODE.
2. The committee will not have the authority to negotiate wages, hours, or terms and conditions of employment.

3. If changes are found to be necessary, those changes will be brought to the attention of the committee, discussed and, if approved, brought to the Board and the Association for ratification.
4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

#### Orientation/Training

- A. Prior to the first pre-conference, every teacher will be briefed on the evaluation procedure and given notice as to who will be their evaluator. Training will occur annually and shall include the tool, the process, methodology, and the use of student growth scores.
- B. Evaluators: In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism, or political standing.

#### Criteria for Performance Assessment

- A. A teacher's performance will be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument agreed upon by the Committee and in accordance with the Ohio Teacher Evaluation System.
- B. No teacher will be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- C. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping on public address or audio systems or similar surveillance

devices shall be strictly prohibited. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher. (Except in the specific Resident Educator guidelines)

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

### Observations

#### A. Schedule of Observations

1. A minimum of two (2) formal observations will be conducted to support each performance assessment. A formal observation will last a minimum of thirty (30) minutes. All teachers will be observed twice during the school year, once between the dates of September 15<sup>th</sup> to two (2) days before Christmas break and once between the dates of four (4) days after Christmas break to May 1<sup>st</sup>. The teacher must agree to a scheduled date on all formal observations.
2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to ORC § 3319.11, the Board will perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of that section.

If deficiencies are noted on any or all of the observations, the evaluator must have a conference within five (5) days of the observation and discuss the deficiencies and a specific plan to address those areas. There must be ample time between observations in order for the teacher to comply with the

aforementioned plan.

3. The Board (or its Administration) may elect not to evaluate teachers as follows:
  - a) A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. IF it is the year for their evaluation, they will be notified by September 1, in order to choose their evaluator for the upcoming year.
  - b) A teacher who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by ODE.
  - c) In any year that the teacher is not formally evaluated under (a) or (b) above, a mutually agreed upon qualified administrator shall conduct at least one observation not to exceed fifteen (15) minutes of the teacher and hold at least one pre-conference or post-conference with the teacher.
4. If an observation must be cancelled due to an emergency situation or unforeseen circumstances arising, then the pre-observation conference must be repeated prior to the evaluation taking place unless otherwise mutually agreed upon by the evaluator and the teacher.

#### B. Observation Conference

1. All formal observations will be preceded by a pre-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. This will be conducted no earlier than 2 days before the observed lesson.

2. A post-observation conference will be held no later than ten (10) working days after each formal observation and will be used to inform the teacher of observed and noted instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. Pre and post-conferences will occur during the regular school day with a mutually agreed upon time.
4. Pre and post-conferences will only occur during the regular school hours as stated in the MEA agreement. Any teacher that covers a class for the purpose of a pre-post-conference will be compensated \$25.00 per event.
5. After the first observation cycle has been completed, each teacher will be given a copy of their "mid-year review" prior to the Christmas break. That review will include a copy of the completed OTES rubric to that point in the process.
6. After the overall or final post-conference meeting, the teacher will have two (2) days to review the score and make any additions of evidence to that score. By the end of the post-conference, the teacher and the administrator will have reached a consensus on the evidence provided. The evaluator can make changes to that score, based on evidence and submit it to the teacher no later than May 3rd.

### Walkthroughs

- A. A walkthrough is a formative computer generated form that focuses on one or more of the following components:
  1. Evidence of planning;
  2. Lesson delivery;

3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement ; and,
7. Assessment

- B. A classroom walkthrough is NOT:
- a. formal observation;
  - b. “gotcha” opportunities for supervisors or evaluators;
  - c. Isolated event;
  - d. shortcut to the observation protocol required as part of the teacher evaluation process;
  - e. performed arbitrarily;
  - f. conducted without being in full sight of the classroom teacher.
- C. The walkthrough will be at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.
- D. If deficiencies are noted, a formal debriefing will occur no later than two days after the walkthrough.
- E. Within three (3) school days of the walkthrough, the teacher will be provided a copy of the completed walkthrough form.
- F. Unless otherwise agreed, no more than two (2) walkthroughs per semester shall be included in each yearly evaluation cycle that has been performed by the assigned evaluator.

## Remediation of Deficiencies Identified During Observations and Walkthroughs

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies will be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator will be compiled and reported in writing and a copy of the written report will be provided to the teacher at the post-observation conference or formal debriefing.
- B. The evaluator involved will make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- C. The evaluator and teacher will develop a plan for remediation of identified deficiencies and such plan will be reduced to writing and provided to the teacher.
- D. The improvement plan, as outlined in this section, will detail:
  - 1. Performance issues documented as deficient;
  - 2. Specific performance expectations;
  - 3. Financial assistance to be provided by the District to support necessary professional development of the teacher;
  - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
  - 5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- E. If an improvement plan is developed prior to March 15, those identified deficiencies will be reevaluated as part of the performance assessment process for the next observation of that school year. An improvement

plan for deficiencies that are successfully remediated during the remainder of the school plan will be deemed completed.

- F. If an improvement plan is developed after March 15, the plan will be continued into the next school year. A plan for improvement of identified deficiencies will be developed by the teacher with their evaluator. It will be written and allow ample time for improvements.

#### Finalization of Evaluation

##### A. Final Written Report

1. Before the evaluation cycle is final, and not later than *May 10*, a copy of the formal written evaluation report will be given to the teacher and a conference will be held between the teacher and the evaluator.
2. Value-added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
3. For teachers not having value-added data, they will use vendor assessments or locally determined student growth measures that measure mastery of the course content for the appropriate grade level and those will be used for the current year's evaluation rating. (ORC § 3319.112(B)2)

##### B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher will be based upon student growth measures resulting from assessments that were administered in accordance with law and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation will acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report will be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation

report. The evaluation report will be completed by May 10, signed by both parties, and a copy sent to the superintendent and the teacher.

2. A teacher may request no more than one (1) additional formal observation or walkthrough at any time in addition to those required by this procedure per evaluation cycle.

C. Response to Evaluation

1. The teacher will have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, will be provided to the teacher.
2. The Minford Board of Education will provide all teachers identified as "ineffective" the means and the methods to improve their performance in the classroom.
3. The policy of the Minford Board of Education shall follow the collective bargaining agreement to non-renew/terminate the employment of teachers.

Professional Growth Plans

A. Professional growth plans will be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.

B. Professional growth plan for a school year shall be developed not later than Sept. 1 of the next school year.

- C. Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.

#### Improvement Plans

- A. An improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.
- B. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement and the Teacher Improvement Plan Form.
  - 1. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a mutually agreed upon licensed member of the District to mediate further discussions between the teacher and the evaluator.
- C. The improvement plan shall include:
  - 1. Specific performance expectations, resources and financial assistance to be provided;
  - 2. Timelines for its completion; and,
  - 3. Time, material, and human resources.
- D. An improvement plan of a teacher who receives an overall rating of "developing" due to low SGM, their improvement plan will be based on improving SGM test scores only.
- E. An improvement plan of a teacher who receives an overall rating of "ineffective" will be based on their summative rating (teacher performance and student growth measures).

- F. The improvement plan must be completed by May 15 of that school year.

Mentor Teacher (Coach) for Teachers on an Improvement Plan

- A. The evaluator may provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher must have a minimum of 7 consecutive years of teaching experience in the district.
  - a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
  - b. The mentor teacher must hold a valid teaching certificate/license.
  - c. A current classroom teacher.
  - d. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with staff members.
  - e. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools not to disparage or ridicule.
  - f. The evaluation committee will comprise a list of approved and qualified mentors at the beginning of each school year.
  - g. The mentor will be from the same building and subject or licensure area, if possible.

2. Release Time

- a. Each mentor teacher will be granted release time for direct mentoring activities. Release time will be separate from any other release time covered under this agreement and will be coordinated by the building administrator.

3. Protections

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher will not be part of that staff member's evaluation.
- b. A mentor teacher will not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher will be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher will be regarded with confidentiality. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher and will also remove them from future mentoring assignments.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics will be given as basis for the exercise of this option and said change will occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one time by the mentor teacher or the teacher.

Removal of Poorly-Performing Teachers (Ineffective in Student Growth and Teacher Performance):

- A. Teachers of core subject areas as defined by state law, who have received a rating of “ineffective” for two out of three of the most recent school years must register for and take all written examinations of content knowledge selected by the ODE.
- B. If a teacher passes an examination and provides proof of that passage to the teachers’ employer; the employer shall require the teacher, at the teachers’ expense, to complete professional development (PD) that is targeted to the deficiencies identified in the teachers’ evaluation.
- C. If the teacher receives a rating of “ineffective” on the next teacher’s evaluation after completion of the PD, or the teacher fails to complete the PD, it shall be grounds for termination under ORC § 3319.16.
- D. If the teacher who takes the examination passes that examination, and provides proof to the teacher’s employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher’s evaluation rating or the Performance Index Score ranking of the building in which the teacher works.
- E. No teacher shall be responsible for the cost of taking an examination under this section.
- F. The teacher’s examination results can be used for developing or revision PD plans in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher’s contract shall be made solely on the basis of the results of a teacher’s examination under this section until and unless the teacher has not attained a passing score on the same examination for at least three consecutive administrations of the examination. The evaluator will expect to observe practices that were addressed in the PD or improvement plan during walkthroughs and observations.
- G. There will be no “high stake decisions” (sanctions, penalties/non-renewals) based on achievement tests scores (VA, etc.) through the 2016-17 school year. If the state extends this “safe harbor” provision for future years, both sides agree to the extension without renegotiating.

### Due Process

- A. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating will be allowed to request a review and/or a different evaluator by the Superintendent.
- B. The Superintendent will obtain the evaluators notes and any other relevant documentation prior to the review. All parties will cooperate with the review process.
- C. A teacher will be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending termination.

### Personnel Action Requirements

- A. The evaluation procedure contained in this agreement will not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed.
- B. This section does not preclude the school district with regard to any other reason for non-renewal or other employment under state law and this collective bargaining agreement.
- C. The evaluation procedure will not be used for any decision concerning the assignment, re-assignment or transfer of any teacher except as spelled out in Article 14 – Reduction in Force.
- D. Any teacher being non-renewed must be notified no later than three (3) school days after the May Board meeting.



ARTICLE 27

TEACHER ABSENCE

A. Sick Leave

1. Each bargaining unit member shall be credited with sick leave at the rate of one and one-half days for ten months of service, August through May, for a total of fifteen (15) days for each completed year of service.
2. Each employee may be credited with no less than a five (5) day sick leave allowance to be used for absence caused by illness pursuant to ORC § 3319.08.
3. Sick Leave accumulated in any other school district, state, county, or municipal government agency in the State of Ohio, shall be transferable to the record of any employee upon presentation of verification by the employee's previous employer.
4. The maximum number of sick leave days to be accumulated shall be two hundred sixty-five (265) days.
5. Sick Leave may be used by all employees for the reasons specified in ORC § 3319.141 (personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family).
6. Sick Leave usage shall be verified by a form provided by the Board of Education pursuant to ORC § 3319.141.
7. An employee, pursuant to ORC § 3319.13, may request an unpaid leave of absence where the reason for the request is illness or disability. Said leave of absence shall be granted for a period of up to two (2) years. The Board of Education may, at its discretion, grant up to one additional year's leave of absence.
8. Sick Leave Days Donation

Bargaining unit members may voluntarily donate sick leave days from their individual accumulation to another bargaining unit member who has suffered a catastrophic illness (this does not include extending pregnancy leave), serious accident or serious long-term illness of the bargaining unit member and is in need of additional sick leave days to meet pay periods or disability approval.

The member who has suffered the medical hardship shall notify the Association President of his/her desire to request sick leave day donation. Upon such notice, and if the request is due to a reason as defined above and a letter of confirmation has been obtained from the attending physician as to the reason for the absence, a notice shall then be issued and distributed to the MEA by the Association President. The Association President will be the sole person to view the medical conformation from the member.

No donor shall be permitted to contribute more than 10 days per year and no more than 5 days per donation. One day donated shall count as one day received and shall not take into consideration any pay difference for purposes of this provision. NO bargaining unit member may donate to the sick leave donation unless they have accumulated at least 60 sick days.

The member receiving the donation cannot receive more than 30 total days at any given time. The only qualifier for more than one request would be the reoccurrence of the catastrophic illness of the bargaining unit member or falling into one of the other areas mentioned above.

The procedure for donating or requesting sick leave shall be as follows:

1. When a bargaining unit member needs to request sick leave from other members of the bargaining unit they must submit a letter to the Association President stating their request, along with a letter of confirmation that has been obtained from their attending physician as to the reason for the extended absence.
2. The Sick Leave Donation Committee (SLDC) will consist of all building representatives and the officers currently serving the MEA. Their responsibility is to meet and to inform their members that a

request for sick leave days has been made. The SLDC will determine if the event meets the qualifications above and will have the sole responsibility to either approve or deny the members request for a sick leave donation.

3. Upon approval, the SLDC will email a request to the bargaining unit notifying them that a professional staff member is in need of a sick leave donation and the number of days requested.
4. All members of the bargaining unit that wish to donate will inform the SLDC within 2 school days of the request by filling out and returning the appropriate form to the SLDC.
5. The District Treasurer will verify to the SLDC that the bargaining unit member has depleted their sick leave to 10 or fewer accumulated days before final notification of approval or denial is made.
6. The SLDC will forward all forms to the treasurer within 24 hours upon approval from the SLDC that the bargaining unit member has been approved for the donation.

The SLDC will inform the bargaining unit member of the number of days granted and the expiration date of the donation. The parties agree that the donation of days and the individual donor(s) shall be confidential.

MEA members who notify the SLDC and the District Treasurer they are donating day(s) shall be placed on a continuous alphabetical rotation for the usage of the donated days. In the event the member no longer needs the days due to conversion to disability or due to death, resignation, retirement or return to work or other reasons, the remaining days on the rotation list shall be returned to the sick leave accumulation of the donor. Each successive donor situation shall commence on a continuous alphabetical basis starting at the point where the previous donor situation ended.

Donated sick leave days will not count against any bargaining unit member when converting unused personal days to sick leave.

A member can request and receive a Sick Leave Donation a *maximum* of two times during their tenure in the Minford School system.

All forms necessary to be filled out by an MEA member are available on the MEA intranet.

B. Personal Leave

1. Employees shall be granted four (4) unrestricted days of personal leave each school year without a loss of salary.
2. Personal leave shall not be deducted from sick leave.
3. Usage of personal leave shall be verified on a form provided by the Board of Education.
4. Except in emergencies, each employee shall request personal leave at least two work days prior to the absence. Each request will be submitted to the building principal who will then submit the request to the Superintendent for approval or disapproval. The only reason for not approving personal leave will be that no more than 10% of the bargaining unit in a building may be granted personal leave on the same day, unless the Superintendent has provided advanced written authorization.
5. The personal leave request must be signed by the building principal before submitting the same to the Superintendent's office for approval.
6. Teachers can convert unused personal leave days to sick leave accumulation on a basis of one (1) personal day converted to one (1) sick day or be reimbursed at the rate of \$60 per day not used. This decision must be made and communicated to the treasurer by May 15.

C. Military Leave

Employees shall be granted military leave in compliance with the ORC § 3319.14 and 5923.05.

D. Professional Meetings

1. Employees may be granted leave time for attendance at professional meetings. Permission to attend may be granted by the Superintendent upon receiving a written request approved by the teacher's building principal.
2. Expenses incurred by the employee for mileage, lodging and registration may be paid by the Board of Education. All meeting expenses which exceed two hundred (\$200.00) must be approved in advance by the Board of Education or designee at their regular monthly meeting. If such expenses are approved by the Board, lodging reimbursement shall be no more than the amount of lodging at the conference or meeting site, unless the member is able to secure a place to stay that will be at a lesser amount but still in the vicinity of the meeting site, no more than \$20 per half day meals and no more than \$40 per full day meals. Expenses will be reimbursed upon submission of receipts to the treasurer. Mileage will be reimbursed at the current IRS rate. Such leave is with full pay and a substitute shall be provided.
3. Attendance shall not exceed three (3) days of school year unless special permission is granted by the Board of Education.
4. The employee shall submit a written or oral report to other staff members if requested by the principal, superintendent or Board of Education if the information would benefit other interested staff members.

E. Parental Leave - Pregnancy/Maternity/Adoptive Leave (Paid)

1. Leave Rights
  - a. Professional staff members may use sick leave or advancement thereof, not to exceed five (5) days for absence due to adoption or disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (hereafter collectively referred to as pregnancy).
  - b. The Board and the Association each reserve its right under the Family Medical Leave Act of 1993 (FMLA). Bargaining unit members/employees who are eligible for FMLA leave under the

law will receive up to 12 weeks of unpaid leave in a twelve month period for the following reasons:

1. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
  2. To care for a spouse, son, daughter, or parent who has a serious health condition;
  3. For serious health condition that makes the employee unable to perform the essential functions of his/her job; or
  4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
- c. Eligible unit members may also take up to 26 work weeks of leave during a "single 12-month period," as defined by law, to care for a covered service member with a serious injury or illness, when the unit member is the spouse, son, daughter, parent, or next of kin of the service member. (Note: the "single 12 month period" for military caregiver leave is different from the 12-month period used for other FMLA reasons.)
- d. The Board may require employees to substitute (run concurrently) any paid leave or ether unpaid leave provided in this agreement to cover the FLMA leave period.
- e. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

F. Parental Leave (Unpaid)

1. Leave Rights

Upon the expiration of the Family Medical Leave Act (FMLA) of 1993; 107 Stat. 6, 29 USCA 2601, leave, a professional staff member who

is expecting a child or adopting a child less than five (5) years of age, may be entitled to a leave of absence without pay for parental reasons to begin at any time between: (a) the commencement of pregnancy, or, in the case of adoption, the receipt of custody, and (b) one year after the child is born or adopted.

2. Such leave shall be for any period up to one (1) school year and may be extended for up to one (1) additional school year.

3. Application for Leave

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

4. Rights While on Leave

Bargaining unit members on leave shall be eligible to continue all fringe benefits by payment to the Treasurer of the Board an amount equal to that cost expended by the Board for said benefits in any manner allowed by health insurer; including but not limited to, COBRA benefits.

5. Reinstatement Rights

Any bargaining unit member on leave shall be entitled upon expiration of the leave to reinstatement within the same area of certification in which the member was assigned prior to the leave, and to all years of experience accrued prior to leave.

G. Assault Leave

1. "Assault" means the causing of physical harm to a bargaining unit member for reasons arising from the bargaining unit member's employment.
2. Any teacher who is absent due to physical injuries resulting from an

assault received in the course of, and arising out of such teacher's employment, may use assault leave in lieu of sick leave upon approval by the Superintendent subject only to the limitations prescribed in this section:

- a. The teacher's conduct was within the bounds of generally accepted standards of professional conduct;
  - b. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
  - c. The unit member submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
  - d. The unit member provides a physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment;
3. The total number of days of paid leave provided under this section shall not exceed ten. Up to ten (10) additional days may be granted if the teacher is examined by the Board's physician at the Board's expense and the physician determines the employee is incapable of resuming his/her duties. These days shall not be subtracted from the teacher's sick leave earned or earnable, nor shall it be charged against any other leave.
  4. At the termination of the disability, the teacher shall return to his/her professional assignment held prior to the disability.
  5. The pay of a member of the bargaining unit on assault leave shall be reduced by the amount received by that individual, if any, for workers' compensation as a benefit to cover loss of pay as a result of injury. However, the bargaining unit member's pay shall not be reduced by workers' compensation benefits received to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
  6. The employment of any teacher who falsifies his/her signed statement or a physician's certificate may be terminated in

accordance with Section 3319.16 of the Revised Code.

H. Jury Duty/Witness Leave

1. The Board shall pay a teacher called for jury duty his/her regular rate of pay. The Teacher shall remit all compensation received for service as a juror to the Treasurer unless duty is performed on nonworking days. Each teacher serving as a juror shall communicate daily with his/her supervisor concerning the likely termination of the duty.
2. Any bargaining unit member who is subpoenaed to testify in job related court or administrative procedures where the Board or administration is not an adverse party to the action will receive leave and pay for that appearance. If the Board or administration is an adverse party in the action, the bargaining unit member may use unrestricted personal leave or unpaid leave for the appearance.
3. Use of jury duty/witness leave shall not be subtracted from any other leave.

I. Association Leave

1. The President of the Association or assignee will be allotted a total of five days of paid leave per year to attend to official Association business.
2. The Board will provide a substitute for the Association President or designee taking leave.
3. Association leave will not be deducted from sick leave, personal leave or any other leave. Application will be made in the same manner as restricted personal leave.

## ARTICLE 28

### SEVERANCE PAY (O.R.C. 124.39)

- A. Eligibility for Severance Pay - A member of the certified staff with five (5) or more years of teaching experience in the Minford Local School District shall be eligible for severance pay upon receipt from the State Teacher's Retirement Board proof of that teacher's approval for retirement and a signed retirement resignation from said teacher.
- B. Calculation of Severance Pay
1. Severance Pay will be based upon the daily rate of pay as determined from the individual's basic teaching contract, exclusive of all supplemental contracts and allowances, last in effect prior to retirement.
  2. Severance pay shall be determined by taking one fourth of the total sick days accumulated up to a maximum of **fifty-seven (57) days.**
- C. Method of Payment
1. A bargaining unit member eligible for severance pay benefit shall receive such benefit in a lump sum payment.
  2. Federal withholding for severance pay shall be treated in accordance with the Internal Revenue System's regulations.
- D. Restrictions
- Receipt of severance pay shall eliminate all sick leave credit accrued by that individual.
- E. **If any teacher is killed while performing contract services with students, their sick leave will be cashed in for their severance at the current per diem rate and will be paid to their family. Federal withholding for severance pay shall be treated in accordance with the IRS regulations.**

## ARTICLE 29

### INSURANCE

#### A. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this contract.
2. Copies of existing contracts and certificates of insurance shall be provided to the Association within twenty-four (24) hours of ratification of this contract by both parties.
3. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

#### B. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverage or carriers are made, a member of the bargaining unit will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the member of the bargaining unit within sixty (60) days of the amendment or change.
2. A newly employed member of the bargaining unit shall, at the time of the signing of his/her teaching contract, receive written description of all insurance coverages in effect at that time.
3. The sole determination of the insurance carrier rests with the Board. Bargaining unit members may choose from the available plan options and may change plans as provided by the Scioto County Schools Regional Council of Governments.

### Hospitalization and Surgical Insurance

#### A. Coverage

1. The Board and bargaining unit members shall purchase from a carrier licensed in the State of Ohio, basic hospitalization and surgical insurance coverage.

B. Method of Payment of Coverage

Effective July 1, 2011, the Board of Education shall pay eighty-five percent (85%) for the cost of family coverage and eighty-five percent (85%) for single coverage for bargaining unit members who request coverage.

Members who come on the health plan during the year due to a life event, will reimburse the Board on a pro-rated basis of 1/12<sup>th</sup> of the paid incentive for each month enrolled to the next enrollment period.

C. Right to Change Coverage Status

A member of the bargaining unit may change coverage during the open enrollment month of November for insurance coverage effective in January of each year. Coverage can also be changed when a qualifying event takes place and shall be examined on a case by case basis. All insurance coverage is withheld a month in advance of Board payment; ie. payments withheld in July pay for August's insurance coverage.

Dental Insurance

A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, dental insurance coverage.

B. Method of Payment of Coverage

The Board shall pay one hundred percent (100%) of the cost of our plan for dental coverage.

C. Right to Change Coverage

A member of the bargaining unit may change coverage during the open

enrollment month of November for insurance coverage effective in January of each year. Coverage can also be changed when a qualifying event takes place and shall be examined on a case by case basis.

### Vision Insurance

#### A. Right to Coverage

The Board shall purchase vision coverage from a carrier licensed in the State of Ohio for each member of the bargaining unit, now or hereinafter employed, and his/her family.

#### B. Method of Payment of Coverage

The Board shall pay one hundred percent (100%) of the present cost for vision coverage of any employee presently covered or who requests to be covered.

#### C. Right to Change Coverage Status

A member of the bargaining unit may change coverage during the open enrollment month of November for insurance coverage effective in January of each year. Coverage can also be changed when a qualifying event takes place and shall be examined on a case by case basis.

### 125 Plan

The Board will continue its 125 Plan for bargaining unit member's share of health care insurance premium deductions only.

### Term Life Insurance

All employees shall be covered by \$100,000 term life paid by the Board.

### Opt out

Employees not enrolled or those who withdraw from the health plan, from enrollment period to enrollment period (one year) will be paid an insurance incentive of \$2000. Payment will be paid on or before December 1.

### Insurance Committee

- A. The purpose of the Insurance Committee is to keep all committee members up to date on the changes that are being discussed by the consortium. The committee members shall inform their respective bargaining unit members of those changes.
- B. All meetings will be held outside the normal school day.
- C. Within five (5) school days of a Scioto County Consortium meeting, the superintendent or his/her designee shall schedule a meeting of the insurance committee. The committee will consist of three (3) Association members and three (3) Board representatives. The Association and the Board shall be responsible for appointing their respective members.

## ARTICLE 30

### BOARD PICKUP OF MEMBER CONTRIBUTIONS TO STRS

- A. The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teacher's Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for member's total annual salaries otherwise payable under this contract as amended (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose such as supplemental salaries, extended time salaries, and for computing severance pay at the time of retirement.
- D. The pickup shall apply to all payroll payments made after January 1, 1984, and shall remain in effect for the duration of this contract.

E. BOARD PAYMENT OF EMPLOYEE CONTRIBUTIONS TO STRS

Effective August 1, 2011, the Minford Board of Education will pay 2% of the employee's contribution to STRS (not to exceed 16% for the Board's share).

The Board agrees to deduct from gross earnings of each member of the bargaining unit that amount determined to be the contribution to the State Teachers Retirement System. Amounts so paid will be designated as Board paid retirement contribution and will be excluded from the employee's gross earnings for Federal and State income reporting and withholding tax purposes so long as such reporting and exclusions are in compliance with federal, state, and local tax laws and regulations.

Effective June 30, 2010, all new hires will not be eligible for the 2% board payment of the employee contribution to STRS.

## ARTICLE 31

### SUPPLEMENTAL CONTRACTS - EXTRA DUTY

- A. For extra-duty assignments outside the normal teaching day, compensation shall be paid for the school year according to the schedule for assignments attached to and made a part of this agreement. Contracts for such duty may be entered into between the Board and the Employee on an annual basis. All supplemental contracts are automatically nonrenewed at the conclusion of the duties for that school year. Assignment of extra duties will be annually at the discretion of the Board.
- B. Compensation for supplemental duties will be paid to the bargaining unit member in a separate paycheck and will be paid upon completion as soon as feasible for the Treasurer's Office.
- C. All supplemental increments shall increase based on the number of years experience.
- D. Any employee who resigns his/her supplemental position, but remains as an employee in the District does not lose his/her experience credit on the supplemental salary schedule for that area in which he/she resigned.
- E. When two or more employees are hired for the same supplemental position, then each employee shall share the supplemental base salary, but their number of increments shall be based on their own individual experience. Teachers may split a position and salary if they so request.
- F. If an employee moves to a higher level supplemental position within the same area in which he/she presently has a supplemental contract, then he/she shall receive the base salary at the new position. However, increments for previous years' experience for the first year at the new position shall be based on the increments of the previous position held. Thereafter, each new year of experience at the new position will be based on the increments at the new level.
- G. The Minford Local Board of Education shall decide what positions or numbers of supplemental positions are needed to meet the requirements for proper supervision of the district's extra-curricular activities on an

annual basis.

- H. Beginning 2015-16, base salary for supplemental contracts will increase by ten percent (10%), as reflected in the salary index. This 2015-16 increase resolves any and all issues of underpayment of supplemental contracts for the prior contract period. Beginning 2016-17, base salary for supplemental contracts will increase the same percentage as the base teachers' salary in each year of this agreement.
- I. There will be no cap on supplemental salaries.
- J. All supplemental vacancies will be posted seasonally.

**MINFORD SCHOOLS**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**2015-2016**

<u>LEVEL DESCRIPTION</u>	<u>BASE AMOUNT</u>	<u>INCREMENT</u>
<b>LEVEL 1</b>		
Varsity Basketball Coach	\$5778	\$100
Varsity Football Coach	\$5778	\$100
<b>LEVEL 2</b>		
Athletic Director/Teacher *	\$2890	\$ 75
Varsity Baseball Coach	\$2890	\$ 75
Varsity Ass't Basketball	\$2890	\$ 75
Varsity Cheerleader Adv	\$2890	\$ 75
Choral Director HS/Jr High	\$2890	\$ 75
Varsity Ass't Football (3)	\$2890	\$ 75
Varsity Soccer Coach	\$2890	\$ 75
Varsity Softball Coach	\$2890	\$ 75
Varsity Tennis Coach	\$2890	\$ 75
Varsity Track Coach	\$2890	\$ 75
Varsity Volleyball Coach	\$2890	\$ 75
HS Yearbook Sponsor	\$2890	\$ 75
Sub Teacher Contact	\$2890	\$ 75
<b>*Each Qtr (Fall, Winter, Spring)</b>		
<b>LEVEL 3</b>		
Varsity Ass't Baseball	\$2060	\$ 50
Freshmen Basketball **	\$2060	\$ 50
Musical Director	\$2060	\$ 50
Varsity Ass't Soccer	\$2060	\$ 50
Varsity Ass't Softball	\$2060	\$ 50
Varsity Ass't Volleyball	\$2060	\$ 50
Varsity Ass't Track (2) **	\$2060	\$ 50
Varsity Cross Country	\$2060	\$ 50
Varsity Golf Coach	\$2060	\$ 50
<b>LEVEL 4</b>		
8 <sup>th</sup> Grade Basketball Coach	\$1761	\$ 50
7 <sup>th</sup> Grade Basketball Coach	\$1761	\$ 50
Jr High Football Coach	\$1761	\$ 50
7 <sup>th</sup> Grade Volleyball Coach	\$1761	\$ 50

8 <sup>th</sup> Grade Volleyball Coach	\$1761	\$50
Varsity Ass't Cross Country **	\$1761	\$50

<b>LEVEL 5</b>		
Jr High Cheerleader Adv	\$1474	\$ 50
Jr High Ass't Football (2)	\$1474	\$ 50
Jr High Track Coach	\$1474	\$ 50
Jr High Ass't Volleyball	\$1474	\$ 50
Quiz Bowl Advisor	\$1474	\$ 50

<b>LEVEL 6</b>		
Middle School Drama	\$884	\$ 50
Jr Class Sponsor (2)	\$884	\$ 50
Fall Play Sponsor	\$884	\$ 50
Mock Trial Advisor **	\$884	\$ 50
Senior Class Sponsor (2)	\$884	\$ 50
Honor Society Sponsor	\$884	\$ 50
M.S. Quiz Bowl Sponsor	\$884	\$ 50
OMUN Advisor MS/HS	\$884	\$ 50
8 <sup>th</sup> Grade trip Organizer	\$884	\$50
Elem. Spring/Fall Program (Art)	\$884	\$50
Elem. Spring/Fall Program (Music)	\$884	\$50

<b>LEVEL 7</b>		
MS Science Coordinator	\$735	\$ 50
HS Science Fair Advisor	\$735	\$ 50

<b>LEVEL 8</b>		
Art Club Sponsor	\$451	\$ 50
Language Club Sponsor	\$451	\$ 50
HS Ecology Club Advisor	\$451	\$ 50
MS Spelling Bee	\$451	\$ 50
Geography Bee	\$451	\$ 50

<b>OTHERS</b>		
HS Stage Band Director	\$3,273 Annually	
Weight Program Advisor	\$5,437 Annually	
MS Stage Band Director **	\$1,836 Annually	
(July 1-June 30)		

\*\* denotes that it is dependent on student participation

**MINFORD SCHOOLS  
SUPPLEMENTAL SALARY SCHEDULE  
2016-2017  
2% increase**

<b>LEVEL DESCRIPTION</b>	<b>BASE AMOUNT</b>	<b>INCREMENT</b>
<b>LEVEL 1</b>		
Varsity Basketball Coach	\$5894	\$100
Varsity Football Coach	\$5894	\$100
<b>LEVEL 2</b>		
Athletic Director/Teacher *	\$2948	\$ 75
Varsity Baseball Coach	\$2948	\$ 75
Varsity Ass't Basketball	\$2948	\$ 75
Varsity Cheerleader Adv	\$2948	\$ 75
Choral Director HS/Jr High	\$2948	\$ 75
Varsity Ass't Football (3)	\$2948	\$ 75
Varsity Soccer Coach	\$2948	\$ 75
Varsity Softball Coach	\$2948	\$ 75
Varsity Tennis Coach	\$2948	\$ 75
Varsity Track Coach	\$2948	\$ 75
Varsity Volleyball Coach	\$2948	\$ 75
HS Yearbook Sponsor	\$2948	\$ 75
Sub Teacher Contact	\$2948	\$ 75
<b>*Each Qtr (Fall, Winter, Spring)</b>		
<b>LEVEL 3</b>		
Varsity Ass't Baseball	\$2101	\$ 50
Freshmen Basketball **	\$2101	\$ 50
Musical Director	\$2101	\$ 50
Varsity Ass't Soccer	\$2101	\$ 50
Varsity Ass't Softball	\$2101	\$ 50
Varsity Ass't Volleyball	\$2101	\$ 50
Varsity Ass't Track (2) **	\$2101	\$50
Varsity Cross Country	\$2101	\$ 50
Varsity Golf Coach	\$2101	\$ 50
<b>LEVEL 4</b>		
8 <sup>th</sup> Grade Basketball Coach	\$1796	\$ 50
7 <sup>th</sup> Grade Basketball Coach	\$1796	\$ 50
Jr High Football Coach	\$1796	\$ 50
7 <sup>th</sup> Grade Volleyball Coach	\$1796	\$50

8 <sup>th</sup> Grade Volleyball Coach	\$1796	\$50
Varsity Ass't Cross Country **	\$1796	\$50

<b>LEVEL 5</b>		
Jr High Cheerleader Adv	\$1503	\$ 50
Jr High Ass't Football (2)	\$1503	\$ 50
Jr High Track Coach	\$1503	\$ 50
Jr High Ass't Volleyball	\$1503	\$ 50
Quiz Bowl Advisor	\$1503	\$ 50
<b>LEVEL 6</b>		
Middle School Drama	\$902	\$ 50
Jr Class Sponsor (2)	\$902	\$ 50
Fall Play Sponsor	\$902	\$ 50
Mock Trial Advisor **	\$902	\$ 50
Senior Class Sponsor (2)	\$902	\$ 50
Honor Society Sponsor	\$902	\$ 50
M.S. Quiz Bowl Sponsor	\$902	\$ 50
OMUN Advisor MS/HS	\$902	\$ 50
8 <sup>th</sup> Grade trip Organizer	\$902	\$50
Elem. Spring/Fall Program (Art)	\$902	\$50
Elem. Spring/Fall Program (Music)	\$902	\$50
<b>LEVEL 7</b>		
MS Science Coordinator	\$750	\$ 50
HS Science Fair Advisor	\$750	\$ 50
<b>LEVEL 8</b>		
Art Club Sponsor	\$460	\$ 50
Language Club Sponsor	\$460	\$ 50
HS Ecology Club Advisor	\$460	\$ 50
MS Spelling Bee	\$460	\$ 50
Geography Bee	\$460	\$ 50
<b>OTHERS</b>		
HS Stage Band Director	\$3,338 Annually	
Weight Program Advisor	\$5,546 Annually	
MS Stage Band Director **	\$1,873 Annually	
(July 1-June 30)		

\*\* denotes that it is dependent on student participation

**MINFORD SCHOOLS**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**2017-2018**  
**2% increase**

<u>LEVEL DESCRIPTION</u>	<u>BASE AMOUNT</u>	<u>INCREMENT</u>
<b><u>LEVEL 1</u></b>		
Varsity Basketball Coach	\$6012	\$100
Varsity Football Coach	\$6012	\$100
<b><u>LEVEL 2</u></b>		
Athletic Director/Teacher *	\$3007	\$ 75
Varsity Baseball Coach	\$3007	\$ 75
Varsity Ass't Basketball	\$3007	\$ 75
Varsity Cheerleader Adv	\$3007	\$ 75
Choral Director HS/Jr High	\$3007	\$ 75
Varsity Ass't Football (3)	\$3007	\$ 75
Varsity Soccer Coach	\$3007	\$ 75
Varsity Softball Coach	\$3007	\$ 75
Varsity Tennis Coach	\$3007	\$ 75
Varsity Track Coach	\$3007	\$ 75
Varsity Volleyball Coach	\$3007	\$ 75
HS Yearbook Sponsor	\$3007	\$ 75
Sub Teacher Contact	\$3007	\$ 75
<b>*Each Qtr (Fall, Winter, Spring)</b>		
<b><u>LEVEL 3</u></b>		
Varsity Ass't Baseball	\$2143	\$ 50
Freshmen Basketball **	\$2143	\$ 50
Musical Director	\$2143	\$ 50
Varsity Ass't Soccer	\$2143	\$ 50
Varsity Ass't Softball	\$2143	\$ 50
Varsity Ass't Volleyball	\$2143	\$ 50
Varsity Ass't Track (2) **	\$2143	\$50
Varsity Cross Country	\$2143	\$ 50
Varsity Golf Coach	\$2143	\$ 50
<b><u>LEVEL 4</u></b>		
8 <sup>th</sup> Grade Basketball Coach	\$1832	\$ 50
7 <sup>th</sup> Grade Basketball Coach	\$1832	\$ 50

Jr High Football Coach	\$1832	\$ 50
7 <sup>th</sup> Grade Volleyball Coach	\$1832	\$50
8 <sup>th</sup> Grade Volleyball Coach	\$1832	\$50
Varsity Ass't Cross Country **	\$1832	\$50

<b>LEVEL 5</b>		
Jr High Cheerleader Adv	\$1533	\$ 50
Jr High Ass't Football (2)	\$1533	\$ 50
Jr High Track Coach	\$1533	\$ 50
Jr High Ass't Volleyball	\$1533	\$ 50
Quiz Bowl Advisor	\$1533	\$ 50

<b>LEVEL 6</b>		
Middle School Drama	\$920	\$ 50
Jr Class Sponsor (2)	\$920	\$ 50
Fall Play Sponsor	\$920	\$ 50
Mock Trial Advisor **	\$920	\$ 50
Senior Class Sponsor (2)	\$920	\$ 50
Honor Society Sponsor	\$920	\$ 50
M.S. Quiz Bowl Sponsor	\$920	\$ 50
OMUN Advisor MS/HS	\$920	\$ 50
8 <sup>th</sup> Grade trip Organizer	\$920	\$50
Elem Spring/Fall Program (Art)	\$920	\$50
Elem Spring/Fall Program (Music)	\$920	\$50

<b>LEVEL 7</b>		
MS Science Coordinator	\$765	\$ 50
HS Science Fair Advisor	\$765	\$ 50

<b>LEVEL 8</b>		
Art Club Sponsor	\$469	\$ 50
Language Club Sponsor	\$469	\$ 50
HS Ecology Club Advisor	\$469	\$ 50
MS Spelling Bee	\$469	\$ 50
Geography Bee	\$469	\$ 50

<b>OTHERS</b>		
HS Stage Band Director	\$3,404 Annually	
Weight Program Advisor	\$5,657 Annually	
MS Stage Band Director **	\$1,910 Annually	
(July 1-June 30)		

\*\* denotes that it is dependent on student participation

## ARTICLE 32

### TEACHING EXPERIENCE

1. Teachers shall receive credit for full-time and part-time service years of service as defined in paragraphs "a" through "e" on the salary schedule as follows:
  - a. All years of teacher serving as a full-time certified teacher in the Minford Local School District with each year consisting of at least one hundred twenty (120) days of actual service under a regular teacher's contract.
  - b. All years of teaching service as a full-time certified teacher in an Ohio public school and/or chartered, non-public school located in Ohio consisting of one hundred twenty (120) days of actual service under a regular teacher's contract.
  - c. All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)
  - d. All years of teaching service as a full-time certified teacher in a school or institution chartered by the Ohio State Department of Education or a chartered special education program operated by the State of Ohio or other local governmental unit with each year consisting of at least one hundred twenty (120) days of actual service.
  - e. Each year of substitute teaching that was at least 120 days in one school district, will count as a year on the salary schedule (aka service credit).
  
2. A teacher, upon fulfilling the requirements for the next degree, hours, or column on the salary schedule, will be placed on such column if the teacher has filed verification with the Treasurer by the fifteenth day of September for full-year salary adjustment or by the fifteenth day of February for half-year salary adjustment. Verification shall consist of the teacher presenting a transcript to the ESC Superintendent, the local

Superintendent, and the Treasurer of the Board of Education.

## ARTICLE 33

### RESIDENT EDUCATOR

The Board will continue its Resident Educator Program through the South Central Ohio Educational Service Center. If for any reason the Board's present relationship with the SCOESC for this purpose terminates, the Board will either (1) specially contract with the SCOESC to provide the program, or (2) bargain with the Association regarding the terms of an alternative Program.

## ARTICLE 34

### DRUG-FREE WORK PLACE

All employees shall comply with the Board's Drug Free Work Place policy. The Board and the Association will be provided the Board's Drug Free work Place policy online.

During school searches with the police force or drug dogs, if a teacher's personal belongings are tagged, those belongings as well as the teacher will be removed from the classroom and the search will continue in an administrators office, out of the view of students and other personnel.

## ARTICLE 35

### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

#### A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee, review and approve or disapprove professional development plans which consist of the formal course work and other professional continuing education activities which are proposed to be accomplished by an educator to fulfill license/certificate renewal requirements.

#### B. Term of Office

Except as specified below for initial appointment, term of office for members serving on the committee shall be for two years. The terms shall be staggered.

For the initial appointment, two teacher members and the principal member shall be appointed to three-year terms. Thereafter, all terms shall be two years.

#### C. Committee Composition and Selection

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

Three (3) teachers  
One (1) principal  
One (1) other district employee

5. The three (3) teacher members shall be appointed by the MEA President. The principal member and other employee member shall be appointed by the Superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with C-2 above and shall complete the term of the vacant slot.

D. Chairperson

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

E. Quorum

The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful then decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members. The committee shall not be empowered to perform its business unless a minimum of three of its members are in attendance at any meeting which has been scheduled in accordance with provision G herein. Such quorum shall include at least one member of the bargaining unit and one member who is not in the bargaining unit.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning, and legal requirements of LPDC's.
2. Two days training per year will be approved for LPDC committee members.
3. Subject to approval by the principal and Superintendent, LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Expenses shall be submitted on the LPDC form (Appendix D).

G. Meetings and Compensation (Effective January 1, 2001)

1. Recognizing the LPDC members' first priorities are to their classroom or administrative responsibilities, meetings during the workday shall be held to a minimum. A maximum of one meeting per quarter shall be held during the school day if needed. The Board shall provide substitutes on days the LPDC is meeting during the workday.

2. A notice of meetings of the LPDC shall be emailed two weeks in advance of the meeting date. An initial meeting of the LPDC shall be held no later than September 15th annually.
3. Compensation for LPDC regular monthly meetings or emergency meetings (not to exceed 12 meetings total per school year) shall be \$50.00.
4. State and regional meetings compensation for attendance outside the regular school day shall be \$15.00 per hour not to exceed 8 hours per day plus expenses.
5. Chairperson and recorder shall be compensated for time spent outside regular meetings and outside the regular school day conducting LPDC business at \$15.00 per hour not to exceed 6 hours per month as documented.

H. Appeals Process

The LPDC shall establish its own appeals process to be used if an individual professional development plan is not approved by the LPDC.

I. During School CEU credits

The credits below will be given to all teachers completing said in-school activities:

1. IEP meetings attended during prep periods or before or after school - .1 CEU's per meeting
2. Open House/Freshman Orientation - .2 CEU's
3. Administrative directed building or department meetings - .1 CEU's

Each teacher attending must sign the sign in sheet and sign out sheet after the above mentioned meeting in order to verify attendance. Administration will provide teachers with necessary certificates.

## ARTICLE 36

### EMPLOYMENT OF RETIRED TEACHERS

1. Teacher retirement followed by re-employment with the Board of Education assumes that both the Board and teacher will benefit. The Board will gain through savings and reduced salary and benefits. The teacher will gain through receipt of salary and retirement benefits. Consideration of re-employment of a retired teacher is solely at the discretion of the Superintendent. In order to clarify certain areas of this relationship (re-employment of retired teachers) the following provisions shall apply.
2. Salary  
  
Retired teachers re-employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The initial placement on the teacher's salary schedule of a retired teacher who the Board chooses to re-employ, will not exceed ten (10) years.
3. Contract of Employment  
  
Retired teachers who are re-employed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher re-employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.
4. Supplemental Contracts  
  
Retired teachers who are re-employed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent. A retired teacher re-employed by the Board shall not displace a qualified bargaining unit member for a supplemental position.
5. Leaves of Absence  
  
Retired teachers re-employed by the Board shall be eligible for all leaves

(including attendance incentives) in accordance with the collective bargaining agreement. Retired teachers re-employed by the Board shall not be eligible for sabbatical leave. In no event shall leave extend beyond the retiree's employment contract term.

6. Reduction in Force/Seniority

Retired teachers re-employed by the Board shall have no (zero) (0) seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers re-employed by the Board shall have no right to displace or bump, nor any rights of recall in the event of a reduction in force.

7. Evaluation Procedure

The evaluation procedures required of regular teachers by law (ORC § 3319.11, 3319.111) and this contract shall apply to retired teachers re-employed by the Board. The Principal or designee shall evaluate retired teachers re-employed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic re-employment of a retiree.

8. Severance Pay

A retired teacher re-employed by the Board shall not receive STRS retirement/Severance pay from the District, pursuant to State law or the collective bargaining agreement based upon past retirement service in the District. A retired teacher re-employed by the Board shall not receive STRS retirement/Severance pay from the District.

9. Insurance

A retired teacher that is rehired by the district shall be offered single coverage for dental, vision, medical and life insurance policies. The Board shall pay 100% of the dental, vision, and life insurance coverage. The Board shall pay eighty-five percent (85%) for the cost for single coverage requested by a retired teacher that is rehired.

## ARTICLE 37

### TUITION REIMBURSEMENT

- A. Believing that our staff of teachers as a group will make a greater contribution to the children they serve if additional training is obtained in the subject area assigned or a field of education, the Board of Education will pay a supplemental salary to a teacher in an amount not to exceed two thousand dollars (\$2000) per individual per year to cover tuition and book costs in college courses completed within one year of the date of first request, in which a grade of "B" or better is earned.
- B. No teacher shall be eligible for reimbursement for more than 6 quarter hours or 4 semester hours during any one year period from September 1 to the following August 31.
- C. Subject to the availability of funds the Board shall appropriate twenty-five thousand dollars (\$25,000) annually to be expended for tuition reimbursement on a first come, first serve basis for all bargaining unit members. After the funds are expended the teacher may apply for reimbursement in the next fiscal year.
- D. Approval must be submitted twenty (20) days in advance of the registration date and approval signed by the Superintendent. No course will be reimbursed if all sections of this article have not been met within one year.
- E. Payment will be made on final approval.

## ARTICLE 38

### RIGHT TO FAIR SHARE FEE

#### A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Minford Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.)

#### B. Notification of the Amount of Fair Share Fee

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

#### C. Schedule of Fair Share Fee Deductions

##### 1. All Fair Share Fee Payors

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

- a) sixty days employment in a bargaining unit position or
- b) January 15<sup>th</sup>

##### 2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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



APPENDIX A  
Grievance Report Form Part I

Step II

Step III

Step IV

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Building

\_\_\_\_\_  
Grade – subject

Copies of this form should be sent to:

Original-Principal  
Copy 1-Grievant  
Copy 2-Grievance Rep.

Copy 3-MEA President  
Copy 4-UniServ Consultant

Step Two

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (Specific Contract Sections Allegedly Violated) \_\_\_\_\_

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

2. Relief Sought \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date



Grievance Report Form Part II

Step Three

(Submitted to Superintendent)

A. Position of Grievant(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date







EVALUATION INSTRUMENT & CRITERIA

Joint Administration and Association Committee will develop a new Evaluation & Criteria evaluation. Upon completion and ratification by the parties it will become part of this agreement and replace the attached appraisal form and criteria for evaluation.

TEACHER APPRAISAL FORM

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_  
 Grade or Subject \_\_\_\_\_ Teacher Status \_\_\_\_\_ Years in System \_\_\_\_\_

I. INSTRUCTIONAL SKILLS

Criteria: The professional teacher . . .

	Satisfactory	Needs Improvement	Not Observed
• demonstrates subject matter knowledge	_____	_____	_____
• plans and organizes toward curriculum objectives	_____	_____	_____
• uses effectively a variety of teaching techniques	_____	_____	_____
• utilizes instructional aide and materials effectively and appropriately	_____	_____	_____
• communicates with pupils and evokes enthusiasm	_____	_____	_____
• speaks accurately and effectively at level of pupils	_____	_____	_____
• secures pupil participation and encourages pupil leadership	_____	_____	_____
• appraises student progress	_____	_____	_____
• creates a classroom atmosphere for learning	_____	_____	_____
• maintains functional physical arrangement	_____	_____	_____
• provides for pupil health and safety	_____	_____	_____
• effectively appraises student progress to parents	_____	_____	_____
• allows for individual differences	_____	_____	_____
• maintains control in classroom	_____	_____	_____
• maintains appropriate teacher-pupil relationship	_____	_____	_____
• cooperates in guidance activities	_____	_____	_____

Comments:

II. PERSONAL CHARACTERISTICS

Criteria: The professional teacher . . .

	Satisfactory	Needs Improvement	Not Observed
• dresses as a professional educator	_____	_____	_____
• grooms well	_____	_____	_____
• is friendly toward others and has a sense of humor	_____	_____	_____
• influences others in a constructive manner	_____	_____	_____
• is energetic and forceful	_____	_____	_____
• understands children and is concerned with their growth and development	_____	_____	_____
• maintains favorable rapport with pupils	_____	_____	_____
• maintains positive interpersonal relationships with colleagues	_____	_____	_____
• maintains positive attitude in the educational environment	_____	_____	_____

Comments:



Minford Local School District  
Teacher Evaluation

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

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

Grade  
Level/Assignment: \_\_\_\_\_

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

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

Evaluation: 1 2 \_\_\_\_\_

<u>Key:</u>	
4 – Distinguished – Exemplary performance	N/A - Not Applicable
3 – Effective – Average to above average level of performance	N/O - Not Observed
2 – Basic – Minimally acceptable level of performance	
1 – Unsatisfactory – Unacceptable level of performance	

Organizing Content Knowledge for Student Learning

The professional teacher...

- \_\_\_\_\_ A1. Demonstrates familiarity with relevant aspects of student’s developmental characteristics, cultural heritage, and interests.
- \_\_\_\_\_ A2. Connects new content with students’ prior knowledge.
- \_\_\_\_\_ A3. Demonstrates knowledge of subject matter and makes connections with other disciplines.
- \_\_\_\_\_ A4. Designs instruction to meet individual student needs.
- \_\_\_\_\_ A5. Creates or selects assessments that are appropriate for students.
- \_\_\_\_\_ A6. Prepares lesson plans that are clear and concise, organized, to meet grade level indicators.

Comments:

Recommendations:

Initials indicate that you have read this report. No agreement is implied.

Evaluator’s Initials \_\_\_\_\_ Teacher’s Initials \_\_\_\_\_

B. Creating an Environment for Student Learning

The professional teacher...

- B1. Maintains a safe physical environment conducive to learning.
- B2. Implements an effective plan for student discipline.
- B3. Creates an atmosphere of respect and rapport.
- B4. Establishes and communicates high levels of appropriate learning expectations for ALL students.
- B5. Creates a supportive and fair classroom climate.
- B6. Conveys with enthusiasm the importance of the content.

Comments:

Recommendations:

C. Teaching for Student Learning

The professional teacher...

- C1. Implements instruction that allows for individual learning styles.
- C2. Assesses student learning through a variety of means.
- C3. Provides constructive feedback to assist student learning.
- C4. Adjusts learning activities as needed.
- C5. Incorporates flexible grouping according to instructional goals.
- C6. Engages students in a variety of learning activities.
- C7. Provides clear and explicit directions.
- C8. Challenges students to higher level thinking and the utilization of problem-solving skills.
- C9. Employs a variety of instructional techniques, materials, technology, manipulatives, and resources.
- C10. Makes effective use of instructional time.
- C11. Provides instruction at the appropriate level of student ability.
- C12. Implements state curriculum standards.

Comments:

Recommendations:

Initials indicate that you have read this report. No agreement is implied.

Evaluator's Initials \_\_\_\_\_ Teacher's Initials \_\_\_\_\_

D. Teacher Professionalism

The professional teacher...

- D1. Complies with Board of Education policies and building procedures.
- D2. Exercises professional ethics with all school employees/volunteers.
- D3. Appropriately interacts with parents.
- D4. Attends professional development opportunities and assumes responsibility for ongoing professional growth.
- D5. Builds professional relationships with colleagues and shares best practices instructional ideas and materials.
- D6. Uses constructive criticism to direct self-learning and to improve instruction.
- D7. Uses discretion in handling confidential information.
- D8. Dresses professionally and appropriately for the job assignment.

Comments:

Recommendations:

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<input type="checkbox"/> Contract Recommended	<input type="checkbox"/> Contract not Recommended
_____	_____
Teacher's Signature	Evaluator's Signature
_____	_____
Date	Date

Initials indicate that you have read this report. No agreement is implied.

Evaluator's Initials \_\_\_\_\_ Teacher's Initials \_\_\_\_\_

**Minford Local School District  
Teacher Evaluation Rubric**

Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**A. Organizing Content Knowledge for Student Learning**

**A1. The professional teacher demonstrates familiarity with relevant aspects of student’s cultural heritage, developmental characteristics , and interests.**

Teacher displays little knowledge of developmental characteristics of the age group, students’ interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students’ interests or cultural heritage and developmental characteristics of the age group, but displays this knowledge for the class only as a whole.	Teacher displays thorough knowledge of students’ interests or cultural heritage and developmental characteristics of the age groups and recognizes the value of this knowledge.	Teacher displays extensive knowledge of typical developmental characteristics of the age group, interests, and cultural heritage of each student, exceptions to the patterns, and the extent to which each student follows patterns.
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**A2. The professional teacher connects new content with students’ prior knowledge.**

Teacher displays minimal understanding that prior knowledge is important for student learning of the content.	Teacher indicates some awareness of prior learning, although such knowledge may be incomplete or inaccurate.	Teacher’s plans and practices reflect understanding of prior relationships among topics and concepts.	Teacher actively builds on knowledge of prior learning when describing instruction or recognizing reasons for student misunderstanding.
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**A3. The professional teacher demonstrates knowledge of subject matter and makes connections with other disciplines.**

Teacher makes content errors or does not correct the content errors students make.	Teacher displays basic content knowledge but does not articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge and regularly makes connections between the content and other parts of the discipline and other disciplines.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**A4. The professional teacher designs instruction to meet individual student needs.**

Instruction is suited to a particular group of students without making accommodations for individual students including those with special needs.	Instruction is suited to a particular group of students making minimal accommodations for individual students or groups including those with special needs.	Most instruction takes into account the varying learning needs of individual students or groups including those with special needs.	Instruction takes into account the varying learning needs of individual students or groups including those with special needs.
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**A5. The professional teacher creates or selects assessments that are appropriate for students.**

The content and methods of assessment are not aligned with instructional goals nor appropriate for most students.	The content and methods of assessment are aligned to the instructional goals but are not appropriate for some students.	The content and methods of assessment are aligned with the instructional goals and are appropriate for most students.	The content and methods of assessment are completely aligned with the instructional goals and are appropriate for all students.
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**A6. The professional teacher prepares lesson plans that are clear and concise; organized to meet grade level indicators.**

Lesson plans are either not clear or are poorly organized and fail to identify appropriate grade level indicators or standards.	Lesson plans are moderately clear and are somewhat tied to grade level indicators and standards.	Lesson plans are clear, concise and organized to meet grade level indicators and standards.	Lesson plans are clear, concisely organized, and grade level indicators and standards are identified in functional format.
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Key:

1 Unsatisfactory

2 Basic

3 Effective

4 Distinguished

**B. Creating an Environment for Student Learning**

**B1. The professional teacher maintains a safe physical environment conducive to learning.**

The classroom arrangement is not suited to the learning activities and/or is unsafe.	The classroom arrangement is safe and/or adjusted for a lesson but with limited effectiveness.	The classroom arrangement is safe and adjusted for a lesson with effectiveness.	The classroom is safe and effectively arranged to enhance student learning.
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**B2. The professional teacher implements an effective plan for student discipline.**

Either no standard of conduct appears to be established or the plan is overly repressive. Teacher responds inconsistently to student misbehavior.	Standards of conduct have been established however teacher responds to student misbehavior with uneven results.	Standards of conduct are clear to all students. Teacher response to misbehavior is appropriate.	Standards of conduct are clear to all students. Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.
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**B3. The professional teacher creates an atmosphere of respect and rapport.**

Teacher interaction with some students is negative, demeaning, sarcastic, or inappropriate. Students exhibit disrespect for others.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students. Students exhibit only minimal respect for others.	Teacher-student interactions are friendly and demonstrate warmth, caring, and respect. Students exhibit respect for others.	Teacher demonstrates sincere caring and respect for individual students. Students exhibit respect for teacher and for others as individuals.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**B4. The professional teacher establishes and communicates high levels of appropriate learning expectations for all students.**

Instruction in the classroom environment conveys only minimal expectations for student achievement.	Instruction in the classroom environment conveys inconsistent expectations for student achievement.	Instruction in the classroom environment conveys high expectations for student achievement.	Both students and teacher model, through planning of learning activities, interactions, and the classroom environment, high expectations for the learning of all students.
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**B5. The professional teacher creates a supportive and fair classroom climate.**

Students are not encouraged to perform to their ability and/or are not treated fairly.	Students occasionally are encouraged to perform to their ability and are treated fairly.	Students are encouraged to perform to their ability and are treated fairly.	Students are encouraged to perform at their highest level of ability and are treated fairly.
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**B6. The professional teacher conveys with enthusiasm the importance of the content.**

Teacher conveys a negative attitude toward the content, suggesting it is not important or is mandated by others.	Teacher communicates importance of the work with minimal buy-in by the students.	Teacher models enthusiasm for the subject, and students demonstrate consistent commitment to its worth.	Teacher models enthusiasm for the subject. Students demonstrate through their active participation that they value the content's importance.
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Key:

1 Unsatisfactory

2 Basic

3 Effective

4 Distinguished

### **C. Teaching for Student Learning**

#### **C1. The professional teacher implements instruction that allows for individual learning styles.**

Teacher's instructional method does not allow for individual learning styles.	Teacher demonstrates a limited variety of instructional methods predominantly dedicated to one mode of student learning.	Teacher's instructional methods address a majority of student learning styles.	Teacher uses a wide variety of instructional methods designed to address all individual learning styles.
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#### **C2. The professional teacher assesses student learning through a variety of means.**

Assessment is not conducted through a variety of means or is inadequate to clearly evaluate student progress.	Student progress is adequately evaluated but is assessed with a limited variety of methods.	Student learning is assessed through a variety of means that effectively evaluate and communicate student progress.	Student learning is assessed through a wide variety of means, some selected with student participation, which clearly evaluate and communicate student progress.
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#### **C3. The professional teacher provides constructive feedback to assist student learning.**

Feedback is uniformly of poor quality or is not provided in a timely manner.	Feedback is of inconsistent quality and may not be provided in a timely manner.	Feedback is of consistent quality and is provided in a timely manner which may contribute to increased levels of student learning.	Feedback is of consistently high quality that challenges students to higher levels of thinking and contributes to increased levels of student learning.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**C4. The professional teacher adjusts learning activities as needed.**

Teacher adheres rigidly to the lesson plan, even when change would clearly improve the lesson.	Teacher attempts to adjust the lesson to aid in student understanding but with limited success.	Teacher makes necessary adjustments to the lesson and makes use of teachable moments to enhance student learning.	Teacher uses an extensive repertoire of instructional strategies, seizes opportunities to enhance student learning, and adjusts lessons to meet student needs.
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**C5. The professional teacher incorporates flexible grouping according to instructional goals.**

Instructional groups are non-existent or groupings are stagnant and inappropriate for the instructional goals. Students may appear uninvolved or off-task.	Instructional groups are used to a limited extent or are only minimally successful in reaching the instructional goals of the lesson.	Flexible instructional groups are regularly used and are generally successful in reaching the instructional goals of the lesson for the majority of the students.	Flexible instructional grouping is productive and fully appropriate to the instructional goals of the lesson. Students are on-task and actively engaged in learning.
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**C6. The professional teacher engages students in a variety of learning activities.**

Teacher rarely engages students in a variety of learning activities, utilizing technology, demonstrations, graphic aides, manipulatives and hands-on applications.	Teacher occasionally engages students in a variety of learning activities, utilizing technology, demonstrations, graphic aides, manipulatives and hands-on applications.	Teacher often engages students in a variety of learning activities, utilizing technology, demonstrations, graphic aides, manipulatives and hands-on applications.	Teacher daily engages students in a variety of learning activities, utilizing technology, demonstrations, graphic aides, manipulatives and hands-on applications.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**C7. The professional teacher provides clear and explicit directions.**

Teacher directions are unclear and activities are confusing to students.	Teacher directions for activities are clarified after initial student confusion or are excessively or inadequately detailed.	Teacher directions for activities are clear to students and contain an adequate level of detail.	Teacher directions for activities are clear to students and anticipate possible student misunderstanding. Appropriate level of detail is used without stifling creativity.
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**C8. The professional teacher challenges students to higher level thinking and the utilization of problem-solving skills.**

Teacher's questions or assignments typically elicit low level responses. Students are not encouraged or permitted to seek solutions to problems.	Teacher's questions or assignments are a combination of low and high quality, generally at the knowledge and comprehension levels of thinking. Teacher makes limited attempts to engage students in problem-solving.	Teacher's questions and assignments are usually at the comprehension and application levels of thinking skills with limited questions at the higher levels. Problem solving is inherent in many assignments.	Teacher's questions and assignments are of uniformly high quality, seeking to reach the highest levels of thinking skills (analysis, synthesis, evaluation). Students are expected to seek solutions to problems.
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**C9. The professional teacher employs a variety of instructional techniques, materials, technology, manipulatives, and resources.**

Instructional materials and resources are limited to textbooks and handouts without engaging the students mentally.	Instructional materials and resources occasionally involve the use of technology, manipulatives, and other instructional tools.	Technology, manipulatives, and other instructional tools are utilized to enhance classroom instruction and student learning.	Technology, manipulatives, and other instructional tools are utilized regularly to enhance classroom instruction and to motivate students for learning.
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Key:

1 Unsatisfactory

2 Basic

3 Effective

4 Distinguished

**C10. The professional teacher makes effective use of instructional time.**

Considerable instructional time is lost in performing non-instructional tasks. Instructional resources are not prepared ahead of time.	Systems for performing non-instructional tasks are fairly efficient but result in some loss of instructional time. Most preparation is completed outside of instructional time.	Efficient systems for performing non-instructional tasks are in place, resulting in minimal loss of instructional time. Preparation is completed outside of instructional time.	Efficient systems for performing non-instructional tasks are well established. Preparation is completed outside of instructional time.
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**C11. The professional teacher provides instruction at the appropriate level of student ability.**

Instructional content is inappropriate for students' ability.	Instructional content is generally appropriate for students' ability.	Instructional content is varied and appropriate to meet most students' abilities.	Instructional content is individualized to meet the varying needs and abilities of all students.
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**C12. The professional teacher implements state curriculum standards.**

Teacher does not implement state curriculum standards.	Teacher implements some state curriculum standards.	Teacher implements most state curriculum standards.	Teacher implements state curriculum standards.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**D. Teacher Professionalism**

**D1. The professional teacher complies with Board of Education policies and building procedures.**

Teacher regularly does not comply with State laws, Board of Education policies and/or building procedures.	Teacher occasionally does not comply with State laws, Board of Education policies and/or building procedures.	Teacher consistently complies with State laws, Board of Education policies and/or building procedures.	Teacher always complies with State laws, Board of Education policies and/or building procedures.
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**D2. The professional teacher exercises professional ethics with all school employees/volunteers.**

Teacher is often disrespectful or discourteous to colleagues and/or other school employees/volunteers.	Teacher usually treats all school employees/volunteers with respect and courtesy.	Teacher always treats all school employees/volunteers with respect and courtesy.	Teacher always treats all school employees/volunteers with respect and courtesy and serves as a role model for others.
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**D3. The professional teacher appropriately interacts with parents.**

Teacher provides inadequate or inappropriate information to parents and does not respond or responds insensitively to parent issues about students.	Teacher follows the school's procedures for communicating with parents. Responses to parent issues are minimal.	Teacher communicates with parents about student's progress on a consistent basis and is available as needed to respond to parent issues.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Responses to parent issues are handled with sensitivity.
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Key:

1 Unsatisfactory

2 Basic

3 Effective

4 Distinguished

**D4. The professional teacher attends professional development opportunities and assumes responsibility for ongoing professional growth.**

Teacher participates in professional development activities to a limited extent or avoids professional development entirely.	Teacher participates in most required professional development activities.	Teacher participates in all required professional development activities and seeks out opportunities for professional growth to enhance content knowledge and instructional practices.	Teacher participates in all required professional development activities and seeks out opportunities for additional professional development. Teacher makes a systematic attempt to improve instructional practices.
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**D5. The professional teacher builds professional relationships with colleagues and shares best practices, instructional ideas, and materials.**

Teacher avoids team meetings or contributes negatively to the success of the planning/instructional process.	Teacher attends team or departmental decision-making meetings but makes limited contributions to the success of the planning/instructional process.	Teacher actively participates in team or departmental decision-making, shares best practices instruction and develops a collegial relationship with all peers.	Teacher takes a leadership role in team or departmental decision-making, shares best practices instruction and develops a collegial relationship with all peers.
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**D6. The professional teacher uses constructive criticism to direct self-learning and to improve instruction.**

Teacher fails to respond to constructive criticism by not implementing appropriate changes.	Teacher responds to most constructive criticism by implementing changes to become more effective.	Teacher responds promptly to constructive criticism by implementing effective changes.	Teacher responds promptly to constructive criticism and/or elicits suggestions for improvement in seeking to become a more effective teacher.
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Key:	1 Unsatisfactory	2 Basic	3 Effective	4 Distinguished
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**D7. The professional teacher uses discretion in handling confidential information.**

Teacher violates confidentiality or student privacy laws.	Teacher fails to use discretion in handling privileged or confidential information.	Teacher uses discretion in handling most privileged information and abides by all confidentiality laws.	Teacher maintains professional discretion with all confidential, privileged and educational information.
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**D8. The professional teacher dresses professionally and appropriately for the job assignment.**

Teacher dresses inappropriately or unprofessionally for the job assignment.	Teacher occasionally fails to dress appropriately for the job assignment.	Teacher dresses appropriately for the job assignment.	Teacher dresses professionally and appropriately for the job assignment.
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APPENDIX C-1

4% increase  
2015-2016

BASED ON 182 DAYS  
EFFECTIVE 8/1/2015

YEARS EXPERIENCE	BACHELOR 180 QT HRS 120 SEM HRS	B.S.+15 202 QT HRS 135 SEM HRS	B.S.+5 225 QT HRS 150 SEM HRS	MASTER'S DEGREE	MASTER'S +15 251 QT HRS 167 SEM HRS
0	\$33,662 1.000	\$34,302 1.019	\$34,941 1.038	\$36,860 1.095	\$37,802 1.123
1	\$34,941 1.038	\$35,648 1.059	\$36,389 1.081	\$38,476 1.143	\$39,486 1.173
2	\$36,220 1.076	\$36,995 1.099	\$37,836 1.124	\$40,091 1.191	\$41,169 1.223
3	\$37,499 1.114	\$38,341 1.139	\$39,284 1.167	\$41,707 1.239	\$42,852 1.273
4	\$38,779 1.152	\$39,687 1.179	\$40,731 1.210	\$43,323 1.287	\$44,535 1.323
5	\$40,058 1.190	\$41,034 1.219	\$42,178 1.253	\$44,939 1.335	\$46,218 1.373
6	\$41,337 1.228	\$42,380 1.259	\$43,626 1.296	\$46,555 1.383	\$47,901 1.423
7	\$42,616 1.266	\$43,727 1.299	\$45,073 1.339	\$48,170 1.431	\$49,584 1.473
8	\$43,895 1.304	\$45,073 1.339	\$46,521 1.382	\$49,786 1.479	\$51,267 1.523
9	\$45,174 1.342	\$46,420 1.379	\$47,968 1.425	\$51,402 1.527	\$52,950 1.573
10	\$46,454 1.380	\$47,766 1.419	\$49,416 1.468	\$53,018 1.575	\$54,633 1.623
11	\$47,733 1.418	\$49,113 1.459	\$50,863 1.511	\$54,633 1.623	\$56,317 1.673
12	\$49,012 1.456	\$50,459 1.499	\$52,311 1.554	\$56,249 1.671	\$58,000 1.723
15	\$50,291 1.494	\$51,806 1.539	\$53,758 1.597	\$57,865 1.719	\$59,683 1.773
17	\$51,570 1.532	\$53,152 1.579	\$55,206 1.640	\$59,481 1.767	\$61,366 1.823
20	\$52,849 1.570	\$54,499 1.619	\$56,653 1.683	\$61,097 1.815	\$63,049 1.873
24	\$54,128 1.608	\$55,845 1.659	\$58,101 1.726	\$62,712 1.863	\$64,732 1.923
27	\$55,408 1.646	\$57,192 1.699	\$59,548 1.769	\$64,328 1.911	\$66,415 1.973
	15 Semester Hours must be earned after receiving the B.S. Degree to qualify for B.S.+15			15 Semester Hours must be earned after receiving the Master's Degree to qualify for Master's +15	
Sept. 15 <sup>th</sup> -deadline for full-year salary adjustment Feb. 15 <sup>th</sup> -deadline for half-year salary adjustment					

APPENDIX C-2

2% increase  
2016-2017

BASED ON 182 DAYS  
EFFECTIVE 8/1/2016

YEARS EXPERIENCE	BACHELOR 180 QT HRS 120 SEM HRS	B.S.+15 202 QT HRS 135 SEM HRS	B.S.+5 225 QT HRS 150 SEM HRS	MASTER'S DEGREE	MASTER'S +15 251 QT HRS 167 SEM HRS
0	\$34,335 1.000	\$34,987 1.019	\$35,640 1.038	\$37,597 1.095	\$38,558 1.123
1	\$35,640 1.038	\$36,361 1.059	\$37,116 1.081	\$39,245 1.143	\$40,275 1.173
2	\$36,944 1.076	\$37,734 1.099	\$38,593 1.124	\$40,893 1.191	\$41,992 1.223
3	\$38,249 1.114	\$39,108 1.139	\$40,069 1.167	\$42,541 1.239	\$43,708 1.273
4	\$39,554 1.152	\$40,481 1.179	\$41,545 1.210	\$44,189 1.287	\$45,425 1.323
5	\$40,859 1.190	\$41,854 1.219	\$43,022 1.253	\$45,837 1.335	\$47,142 1.373
6	\$42,163 1.228	\$43,228 1.259	\$44,498 1.296	\$47,485 1.383	\$48,859 1.423
7	\$43,468 1.266	\$44,601 1.299	\$45,975 1.339	\$49,133 1.431	\$50,575 1.473
8	\$44,773 1.304	\$45,975 1.339	\$47,451 1.382	\$50,781 1.479	\$52,292 1.523
9	\$46,078 1.342	\$47,348 1.379	\$48,927 1.425	\$52,430 1.527	\$54,009 1.573
10	\$47,382 1.380	\$48,721 1.419	\$50,404 1.468	\$54,078 1.575	\$55,726 1.623
11	\$48,687 1.418	\$50,095 1.459	\$51,880 1.511	\$55,726 1.623	\$57,442 1.673
12	\$49,992 1.456	\$51,468 1.499	\$53,357 1.554	\$57,374 1.671	\$59,159 1.723
15	\$51,296 1.494	\$52,842 1.539	\$54,833 1.597	\$59,022 1.719	\$60,876 1.773
17	\$52,601 1.532	\$54,215 1.579	\$56,309 1.640	\$60,670 1.767	\$62,593 1.823
20	\$53,906 1.570	\$55,588 1.619	\$57,786 1.683	\$62,318 1.815	\$64,309 1.873
24	\$55,211 1.608	\$56,962 1.659	\$59,262 1.726	\$63,966 1.863	\$66,026 1.923
27	\$56,515 1.646	\$58,335 1.699	\$60,739 1.769	\$65,614 1.911	\$67,743 1.973
	15 Semester Hours must be earned after receiving the B.S. Degree to qualify for B.S.+15			15 Semester Hours must be earned after receiving the Master's Degree to qualify for Master's +15	

Sept. 15<sup>th</sup> -deadline for full-year salary adjustment  
Feb. 15<sup>th</sup> -deadline for half-year salary adjustment

**APPENDIX C-3**

**2% increase  
2017-2018**

**BASED ON 182 DAYS  
EFFECTIVE 8/1/2017**

<b>YEARS EXPERIENCE</b>	<b>BACHELOR 180 QT HRS 120 SEM HRS</b>	<b>B.S.+15 202 QT HRS 135 SEM HRS</b>	<b>B.S.+5 225 QT HRS 150 SEM HRS</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S +15 251 QT HRS 167 SEM HRS</b>
0	\$35,022 1.000	\$35,687 1.019	\$36,353 1.038	\$38,349 1.095	\$39,330 1.123
1	\$36,353 1.038	\$37,088 1.059	\$37,859 1.081	\$40,030 1.143	\$41,081 1.173
2	\$37,684 1.076	\$38,489 1.099	\$39,365 1.124	\$41,711 1.191	\$42,832 1.223
3	\$39,015 1.114	\$39,890 1.139	\$40,871 1.167	\$43,392 1.239	\$44,583 1.273
4	\$40,345 1.152	\$41,291 1.179	\$42,377 1.210	\$45,073 1.287	\$46,334 1.323
5	\$41,676 1.190	\$42,692 1.219	\$43,883 1.253	\$46,754 1.335	\$48,085 1.373
6	\$43,007 1.228	\$44,093 1.259	\$45,389 1.296	\$48,435 1.383	\$49,836 1.423
7	\$44,338 1.266	\$45,494 1.299	\$46,894 1.339	\$50,116 1.431	\$51,587 1.473
8	\$45,669 1.304	\$46,894 1.339	\$48,400 1.382	\$51,798 1.479	\$53,339 1.523
9	\$47,000 1.342	\$48,295 1.379	\$49,906 1.425	\$53,479 1.527	\$55,090 1.573
10	\$48,330 1.380	\$49,696 1.419	\$51,412 1.468	\$55,160 1.575	\$56,841 1.623
11	\$49,661 1.418	\$51,097 1.459	\$52,918 1.511	\$56,841 1.623	\$58,592 1.673
12	\$50,992 1.456	\$52,498 1.499	\$54,424 1.554	\$58,522 1.671	\$60,343 1.723
15	\$52,323 1.494	\$53,899 1.539	\$55,930 1.597	\$60,203 1.719	\$62,094 1.773
17	\$53,654 1.532	\$55,300 1.579	\$57,436 1.640	\$61,884 1.767	\$63,845 1.823
20	\$54,985 1.570	\$56,701 1.619	\$58,942 1.683	\$63,565 1.815	\$65,596 1.873
24	\$56,315 1.608	\$58,101 1.659	\$60,448 1.726	\$65,246 1.863	\$67,347 1.923
27	\$57,646 1.646	\$59,205 1.699	\$61,954 1.769	\$66,927 1.911	\$69,098 1.973
	15 Semester Hours must be earned after receiving the B.S. Degree to qualify for B.S.+15			15 Semester Hours must be earned after receiving the Master's Degree to qualify for Master's +15	
Sept. 15 <sup>th</sup> -deadline for full-year salary adjustment Feb. 15 <sup>th</sup> -deadline for half-year salary adjustment					

**MINFORD BOARD OF EDUCATION  
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE  
EXPENSE REPORT**

DAY & MONTH	ACTIVITY	MILEAGE	FARE*	MEALS	HOTEL*	OTHER (Detail)

TOTALS: \_\_\_\_\_

I hereby certify the above to be a true and accurate account of expenses incurred as indicated. \_\_\_\_\_ Miles @ \_\_\_\_\_ ¢ = \$ \_\_\_\_\_

Signed: \_\_\_\_\_  
                     Committee Member

Fare \_\_\_\_\_

Meals \_\_\_\_\_

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

Hotel \_\_\_\_\_

Other Expenses \_\_\_\_\_

Signed: \_\_\_\_\_  
                     Committee Chairman

TOTAL AMOUNT DUE         \$ \_\_\_\_\_

\*RECEIPTS MUST BE ATTACHED

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