

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MASON EDUCATION ASSOCIATION
AND THE
MASON BOARD OF EDUCATION
EFFECTIVE
JULY 1, 2021 - JUNE 30, 2024**

MASON EDUCATION ASSOCIATION IMPORTANT DATES

September 1	Notice to Chief Talent Officer of use of practicing faith leave (3.11)
September 15	Official Transcripts sent to the Superintendent's Office and Military DD-214 submitted to the treasurer's office for placement on the salary schedule effective at the start of the school year (4.023&4)
September 15	Tuition reimbursement requests submitted to the Chief Talent Officer (4.095)
2nd paycheck in October	Association dues deductions begin (4.032)
November 1	Retirement notice submitted to waive requirement for an OTES evaluation for the year (2.03)
November 1	Member must provide written notice of his/her tenure eligibility to the Chief Talent Officer (2.0116)
January 15	Transcripts submitted to Superintendent's office for movement on the salary schedule effective first pay in February, Second paycheck (4.024)
February 15	Job sharing proposal deadline for submission to building principal (2.282)
February 15	Member provides written notice of his/her intent to return from an unpaid leave of absence at the start of the upcoming school year (3.095)
March 1	Job sharing proposal submitted to the Chief Talent Officer and MEA President (2.282)
May 1	Deadline for notice of Member's intent to receive substitute pay, reserve days for adoption or to rollover unused personal days submitted to the treasurer's office (3.027)
May 30	Notice of a reduction in force for the upcoming school year provided to the MEA and affected Members (2.053)
May 30	Notice of involuntary transfer for upcoming school year (2.075)
June 1	Written reason for an extended limited contract must be provided to the Member (2.012B)
June 1	Notice of nonrenewal provided to Member (2.054)
June 15	Mileage reimbursement payment deadline (4.08)
July 1	Notice of required professional learning hours (2.272) [Note: PD "year" is July 1- June 30]
July 10	Member must notify the district if he/she is resigning (2.013)

EVALUATION SCHEDULES

ARTICLE 2.02 – NON-OTES/OSCES EVALUATION PROCEDURE

This procedure applies to those Members whose assignment does not require direct instruction for students at least fifty percent (50%) of the time and therefore not under the Ohio Teachers Evaluation System (OTES).

Within the first 20 days of the school year Staff meeting when the principal discusses the evaluation procedure and forms (2.023&4)

Last student day in Dec First set of observations/evaluation completed (2.025D)

April 10 Second set of observations/evaluation completed (2.025I)

ARTICLE 2.03 & 2.04 – OTES/OSCES EVALUATION PROCEDURE

This procedure applies to those Members who provide direct instruction to students more than fifty percent (50%) of the day and qualify for evaluation under the Ohio Teacher Evaluation System (OTES) and the Ohio School Counselors Evaluation System (OSCES)

Within the first 20 days of the school year Members notified of administrator conducting his/her evaluation

September 15 Final submission date for Professional Growth and Professional Improvement Plans

FOR MEMBERS WITH THREE OBSERVATIONS

December 17 First post-observation conference completed

March 1 Second post-observation conference completed

May 1 Third post-observation conference completed

May 10 Copy of completed formal evaluation received by Member

FOR MEMBERS WITH TWO OBSERVATIONS

December 17 First post-observation conference completed

May 1 Second post-observation conference completed

May 10 Copy of completed formal evaluation received by Member

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SECTION 1
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ARTICLE

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1.02	NEGOTIATIONS PROCEDURES
1.03	GRIEVANCE PROCEDURE
1.04	ASSOCIATION RIGHTS
1.05	FAIR SHARE FEE

SECTION 1 - GOVERNING PROVISIONS

1.01 **RECOGNITION**

1.011 The Mason Board of Education, hereinafter referred to as the "Board," recognizes the Mason Education Association, the Ohio Education Association, and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for all bargaining unit Members, hereinafter referred to as "Member" during the term of this agreement.

1.012 Unless specifically limited by the express language of this contract, the Board retains its full legal discretion and authority to manage the school district and its employees in accord with R.C. 4117.08(C) and as otherwise authorized or permitted by law.

1.013 **Definitions**

Member

1.0131 The term Member, covered by this agreement, is defined as all certificated personnel employed by the Board, excluding the Superintendent, all Central Office Administrators, administrative assistants, principals, assistant principals, and substitute teachers who have served less than sixty (60) consecutive days in the same assignment.

1.0132 Association Membership is annual with the Membership year being September 1st through August 31st. Once a Member enrolls such Membership shall be continuous thereafter for each subsequent Membership year unless the Member cancels their Membership.

1.0133 Any Member who wishes to cancel their Membership must notify the Association Treasurer in writing between August 1st and August 31st. A Member may cancel their Membership outside of the aforementioned cancellation period but shall be responsible for the remaining dues and assessments of the current Membership year pursuant to Section 4.035 of this agreement and by such cancellation acknowledges that they are forgoing any rights specifically reserved to Members of the Association.

Seniority

1.0134 Seniority shall be defined as the Member's length of full-time continuous service with the Board.

(A) Seniority shall accrue for all time a Member is on active pay status or on military leave.

(B) Time spent on inactive pay status (unpaid approved leave, layoff or receiving worker's compensation benefits) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

(C) Members shall accrue one (1) year of seniority for each one hundred-twenty (120) days worked in a school year.

(D) If seniority is equal for two or more Members, the following shall be used when there is a need to break the tie:

The date of the Board meeting at which the Member was hired will first be used; and then the date the Member signed his/her initial contract with the Board; and then by the total number of years of teaching experience in Ohio; and then by lottery.

1.0135 Day – Unless otherwise specified, the use of the word “day” shall refer to a calendar day.

1.02 NEGOTIATIONS PROCEDURES

1.021 "Good Faith" Bargaining

All bargaining shall be in good faith, meaning: both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement. Negotiating in good faith does not compel either party to agree to a proposal or require the making of a concession. However, if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Each bargaining team shall be authorized to present proposals, consider proposals, offer counterproposals, make considerations and concessions, and provide positions on behalf of the party represented with the purpose of reaching agreement.

1.022 Bargaining in Executive Session

All bargaining sessions shall be in executive session, meaning: only Members of the bargaining teams, consultants, and/or observers as provided for in this procedure, and others as mutually agreed to between the bargaining teams, shall be in the room in which the bargaining session is being held.

1.023 Submission of Proposals

(A) Initiating Negotiations

- (1) All requests for the initiation of negotiations shall be made in writing utilizing the required SERB forms. The request initiated by the Association, shall be directed to the Superintendent; the request initiated by the Board shall be directed to the Association President.

(B) Information

- (1) The designated representative of the Board and the Association agrees to make available to each other all available public information on issues being negotiated.
- (2) The Treasurer shall provide the Association with requested financial documents to the extent that such documents are currently prepared and available.
- (3) In addition, the Association may request other pertinent public information such as the training and experience grid, insurance reports and insurance rates, which may be provided if and when available.

(C) Exchange of Proposals

Proposals shall be exchanged simultaneously by March 1st, unless mutually agreed otherwise, and collective bargaining shall begin on a date set by the parties. Proposals shall be submitted in a complete, written form. Once proposals are exchanged, no other issue may be submitted to the negotiations process, unless both parties agree.

(D) Alternative Process

The parties may elect to participate in an alternative negotiations procedure. Ground rules shall be established at the onset of negotiations to determine which provisions in this Article need alteration, if any.

1.024 Negotiating Teams

- (A) The Board and the Association shall be represented at all bargaining sessions by a team of negotiators. The Association's team shall consist of the President, Vice-President, three (3) representatives from the elementary level (PK-6) and three (3) representatives from the secondary level (7-12) as well as the Association's OEA Representative. The Board's Team shall consist of representatives not to exceed the number of representatives on the Association's team. A primary spokesperson from each team shall be designated.
- (B) Prior to the first session, each team shall inform the other of the negotiators serving on its team. Once negotiations have commenced, replacements to the team may be made due to unusual circumstances, but such replacement shall be on a permanent basis and shall not serve to rotate team Members from meeting to meeting.
- (C) Each team may also admit a consultant to bargaining sessions who may address a particular issue under discussion, provided the other team is notified in advance of the consultant's attendance. The cost of any consultant shall be borne by the party utilizing him/her.

1.025 Negotiation Meetings

- (A) Until the collective bargaining process is completed, each meeting shall include a decision on an agreed time, place and agenda for the next meeting unless mutually agreed otherwise.
- (B) Meetings should be scheduled with the least interruption of school schedules; however, if necessary, Association Members of the team may be released from school duties to attend meetings without loss of pay or leave days.
- (C) Upon request of either party, the bargaining session shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

1.026 Ad Hoc Committees

Ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams. Procedures and guidelines shall be established at the time such committees are created.

1.027 Reporting

- (A) Each bargaining team shall be responsible to make periodic progress reports to the party they represent during the bargaining period.
- (B) No release may be made to the media during the collective bargaining process, unless approved by both the Board and Association bargaining teams.

1.028 Tentative Agreement

As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by the primary spokesperson of each party. When consensus is reached on all items, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association for ratification and thereafter to the Board for adoption by resolution.

1.029 Limit on Negotiations

A limit of forty-five (45) calendar days shall be spent in the collective bargaining process between the Board and the Association bargaining teams. The forty-five (45) days shall begin with the first bargaining session arranged after proposals have been exchanged unless mutually agreed otherwise. If negotiations have not been concluded within the allowable period, impasse shall be declared unless other action is mutually agreed upon.

1.0210 Impasse

- (A) In the event that agreement cannot be obtained on all issues being negotiated within the limits set forth in Section 1.039 above, either party may declare impasse in writing on all issues being negotiated. The party declaring impasse shall call for the assistance of a mediator from The Federal Mediation and Conciliation Service. The impasse procedure shall be deemed exhausted if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. The cost for services of the mediator, if any, shall be borne equally by the Board and the Association.
- (B) Upon completion of the impasse procedure the Association shall have the right to strike in accordance with 4117.14D(2) and 4117.18(C) of the Ohio Revised Code, such right being modified by future change, if any, to the Ohio Revised Code.

1.0211 No reprisals or intimidation of any kind shall be taken against any property (public or private) or any participant in the collective bargaining process or by reason of such participation. This applies equally to both parties of this agreement.

1.03

GRIEVANCE PROCEDURE

1.031 Purpose

The primary purpose of this procedure is to obtain, at the lowest level and in the shortest period of time, solutions to grievances, which may arise. The grievance procedure is a method by which an individual Member, a group of Members, or the Association may assert a complaint without fear of reprisal and obtain a fair hearing at progressively higher levels.

1.032 Definitions

(A) Grievance

A grievance is a claim that the Board and/or its administration have violated, misinterpreted and/or misapplied one or more express provision(s) of this master contract.

(B) Grievant

A Member of the bargaining unit, as defined in Article 1.0131 - Recognition, or the Association.

(C) Day

A calendar day.

(D) Type of Grievances

Individual

A grievance that alleges a violation, misinterpretation and/or misapplication which directly and adversely affects one Member.

Group

A grievance that alleges a violation, misinterpretation and/or misapplication, which directly and adversely affects two or more Members. Such grievance must be signed by at least two Members and must identify the Members who are also impacted by the grievance.

Association

A grievance that alleges a violation, misinterpretation and/or misapplication which directly and adversely impacts the entire bargaining unit and/or the Section 1 – Governing Provisions, of the Master Contract.

1.033 General Provisions

- (A) A written grievance shall be filed on the form provided in Section 5 of this Master Contract and shall include a concise statement of the grievance citing all Sections and Articles which are alleged to be violated, misinterpreted and/or misapplied. The grievance shall also state the relief sought and the date upon which the grievance was filed at Step 1.

- (B) If the action or series of actions, which is the basis of said grievance, occurs during the summer break between school years, the time period as referred to in Article 1.045B shall commence on the first day of the school year.
- (C) Official records of the grievance proceedings are confidential information and shall be kept only in a confidential, separate file by the Chief Talent Officer. Access shall be made only by mutual consent of the Superintendent and/or Chief Talent Officer, and the president of the Association or by a court order.
- (D) The Board shall provide the Association with pertinent documents and/or data which may be necessary for the Association to process grievances.
- (E) If the grievance and/or arbitration hearings are scheduled during a school day, the grievant(s) and necessary witnesses shall be relieved of all regular duties without loss of pay.
- (F) The number of days at each step is considered maximum. The time limits may be extended by written agreement of both parties.
- (G) All grievances shall be drafted with the assistance of an association officer or the OEA Representative.
- (H) A grievant shall have the right to Association representation at all steps of the grievance procedure.
- (I) At any of the hearings either party may request that others be present to give information relative to the claim.
- (J) No reprisals or intimidation of any kind shall be taken against property (public or private) or any participant in the grievance process by reason of such participation. This applies equally to both parties of this agreement.

1.034 Informal Procedure

A sincere attempt shall be made to resolve any grievance by a discussion between the grievant and the principal or immediate supervising administrator before differences become formalized as a grievance.

1.035 Formal Procedure - Step I

- (A) If the grievance cannot be resolved on an informal basis, it may then be submitted, on the grievance form to the principal or immediate supervising administrator as a formal grievance.
- (B) Such grievance shall be submitted within thirty (30) days following the event or series of events which is the basis of said grievance.
- (C) A copy of such grievance shall be given to the Superintendent, Chief Talent Officer and Association.
- (D) The principal or immediate supervising administrator shall conduct a hearing within seven (7) days after the receipt of the grievance. The grievant shall be advised in writing on the grievance form of the time, place and date of such hearing.

- (E) The principal or immediate supervising administrator shall enter his/her response on the grievance form and provide a copy to the grievant within seven (7) days after the hearing.

1.036 Formal Procedure - Step II

- (A) If the response of the principal or immediate supervising administrator does not resolve the grievance to the satisfaction of the grievant, he/she may appeal, in writing, on the grievance form to the Superintendent or designee. Failure to file such an appeal within seven (7) days from receipt of the principal's or immediate supervising administrator's response shall be deemed a waiver of the right to appeal.
- (B) A hearing shall be conducted by the Superintendent or designee within seven (7) days after the receipt of the appeal.
- (C) The Superintendent or designee shall enter his/her response on the grievance form and provide a copy to the grievant within seven (7) days after the hearing.

1.037 Formal Procedure - Step III

- (A) If the response of the Superintendent or designee does not resolve the grievance to the satisfaction of the grievant, the Association may within seven (7) days of receipt of such written response, appeal in writing on the grievance form to arbitration.
- (B) Failure to file for arbitration within seven (7) days after the Superintendent's or designee's written response shall be deemed a waiver of the right to appeal to arbitration.
- (C) The Association and the Board shall mutually agree to utilize the following three arbitrators:

- (1) Michael Paolucci
- (2) Frank Keenan
- (3) Robert Stein

Assignments shall be made on a rotating continuous basis among the three (3) above mentioned arbitrators. In the event an arbitrator is unable to remain on the list, the Board and the Association shall meet to mutually agree on a replacement.

- (D) Once the Association has appesaled the grievance to arbitration, the Association is required to request the assistance of a federal mediator from the Federal Mediation and Conciliation Service. The Association and the Board are required to engage in good faith mediation efforts, with the assistance of the federal mediator, to resolve any issues in dispute prior to proceeding to the arbitration hearing on merits.
- (E) In the event the Board and the Association do not resolve the grievance through mediation, the parties agree that the arbitration process shall proceed in accordance with the American Arbitration Association rules, notwithstanding the arbitrator selection process or any other collective bargaining contract provision contained herein.

- (E) The arbitrator shall hold such meetings as he/she deems necessary to make a fair and impartial ruling on the grievance and shall issue the decision within forty-five (45) calendar days of the hearing.
- (F) The arbitrator does not have the right to add to, subtract from, modify, or alter the terms of the contract.
- (G) The arbitrator has the authority to determine arbitrability and/or timeliness. The Board, in order to raise the issue of arbitrability prior to hearing, must raise the issue of arbitrability fifteen (15) workdays after receiving written notice from the Association of its intent to proceed to arbitration. The Board shall provide the Association and the arbitrator a written motion with supporting memorandum. The Association shall have fifteen (15) workdays in which to provide the Board and the arbitrator a written response.
- (H) The arbitrator, Board and Association shall have the power to subpoena witnesses and documents in accordance with Ohio law.
- (I) No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between representatives of Board and Association. At the disclosure conference the parties are required to provide one another all documents, exhibits, evidence, and names of witnesses, including the nature of their testimony intended to be introduced at hearing. Failure to disclose this information ten (10) workdays prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
- (J) The ruling of the arbitrator shall be made in writing and transmitted simultaneously to the parties. The arbitrator's decision shall be final and binding upon the parties.
- (K) The arbitrator's expenses and fees shall be paid by the non-prevailing party. However, the arbitrator shall have the authority to prorate such costs between the parties based upon his/her discretion.

1.038 TITLE IX

- (A) Title IX related grievances should be directed to the Title IX coordinator. Details for this can be found on the district website and in the staff handbook.

1.04 ASSOCIATION RIGHTS

- 1.041 Recognition of the Association as the bargaining agent shall entitle the Association to certain sole and exclusive rights:
- (A) Space will be provided for the official files of the Association. Upon reasonable notice, the Association must move its files if space is needed for an educational purpose. Space will be provided in a different location.
 - (B) The Association agrees to provide its own filing cabinet and/or supplies for such space or to make reimbursement for district supplies.

- (C) Meetings of the Association may be held in any school building before or after the school day. Arrangements for meetings will be facilitated through the Facilities Use Scheduling protocol of the affected building.
- (D) If prepared, the Association will be provided with the approved master calendar of school activities involving students and staff and monthly updates of that calendar.
- (E) If collective bargaining sessions or negotiations-related activities, such as impasse hearings between the Board and the Association, are scheduled during a school day, the Members of the Association bargaining team and the Association President will be relieved of all regular duties without loss of pay, as necessary.
- (F) The Association will be provided with complete copies of minutes of official Board Meetings and the Treasurer's monthly financial reports, exempting only confidential Board matters, as soon as possible after such meetings. A copy of the official agenda of Board Meetings will be given to the Association at least two days prior to said meeting whenever possible.
- (G) The Association President will be notified of all Board Meetings in accordance to Ohio Revised Code 121.22(F).
- (H) Adequate bulletin board space will be made available to the Association in a common faculty area in each school building for the purpose of displaying Association material.
- (I) The Association will have the right to place Association material in all Members' mailboxes. A copy of the general written materials distributed to all Members will be given to the building principal or immediate supervising administrator.
- (J) The Board shall provide the following bargaining unit Member information, in an electronic format compatible with Microsoft Excel or Google Sheets, to the Association President and Treasurer no later than September 15th of each school year. This information is to include the following data:
- Name;
 - Home address;
 - An indication of whether the bargaining unit Member is participating in payroll deduction of Association dues;
 - The Board will also provide all retiring Members names as soon as such information is available.

The following will be provided upon request from the Chief Talent Officer's office:

- Work site;
- Grade level and/or assignment;
- Date of hire;
- Seniority date;
- Full time equivalent (FTE) status;
- Employment status (e.g. limited contract, continuing contract);
- Type of credential (e.g. provisional, professional, permanent)

1.042 Association Leave Time

- (A) The Association shall be provided up to thirty-eight (38) days per school year to attend to Association business. The president shall identify the dates of usage and the Members who will be using Association leave time. The Association shall pay all expenses incurred by the Member, including the cost of a substitute, if any.
- (B) Additional days shall be provided if the President's attendance at a district meeting is initiated by the Board.
- (C) If permitted by law, in May of each year the Association shall inform the Board of the supplemental level for the officers for the next school year. The Association shall then reimburse the Board, in advance for the supplemental salaries.
- (D) President Release

The Association President's schedule shall include half-time release to attend to Association business. Arrangements to accommodate such scheduling shall be made between the Association President and the Principal or immediate supervising administrator. If the President and the Principal or immediate supervising administrator cannot mutually establish a workable schedule the Chief Talent Officer, and the OEA consultant shall intervene to reach a resolution.

Semiannually the Association shall receive a statement from the treasurer's office and reimburse the Board the prorated cost for the release time based on the salary at MA Step 1 or the President's salary, whichever is less. Such reimbursement shall also include the prorated cost of STRS, Workers' Compensation and Medicare.

The Board shall continue to pay for insurance costs for the President as a full-time teacher as established in Article 4.10, 4.11, 4.12 and 4.13.

1.043 Association Meeting Time

- (A) The Board shall provide an annual new Member orientation for all newly hired Members of the bargaining unit to take place within seven (7) calendar days prior to the first day of classes, except when no new Members are commencing employment at the start of the school year.
- (B) The Board shall provide written notice, to the Association President and Vice-President, of the date, time and location of all new Member orientations not less than ten (10) calendar days prior to any orientation meeting.
- (C) The Association and administration will collaborate to create the agenda for new Member orientations. The Association shall be provided not less than one hundred and twenty (120) uninterrupted minutes of time to communicate with Members at each new Member orientation. All non-bargaining unit Members shall excuse themselves during this portion of the orientation. Any Association Member requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.
- (D) The Association shall be granted twenty (20) minutes to address the staff at the district opening day meeting.

(E) The Association shall be permitted to make announcements at general staff meetings, and building meetings at the end of such meetings and use the public address system for Association announcements subject to usual building procedures.

1.044 The Association shall be permitted reasonable use of the district's email system and district technology information messaging systems for the purpose of communicating Association business to its Membership. Use of these systems by the Association shall not in any manner interfere with the business of the district. The Board shall retain the exclusive management right to determine whether Association communications on such systems are interfering with district business, and in the event of such a determination, to limit the time, place, manner and frequency of such communication.

1.045 All Members shall be provided with access to a copy of the master contract.

(A) Upon request, the Association shall provide a hard copy of the master contract to its Members according to procedures established by the Association.

(B) The Board will provide access to copies of Board policy. The Board will maintain current policy revisions.

1.046 Members of the Association have the option of paying Association dues through payroll deduction as described elsewhere in this contract.

1.05 FAIR SHARE FEE

1.051 The Association and the Board agree to cease the collection of fair share fees as outlined in this section pursuant to the ruling by the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees (AFSCME), Council 31.

In the event of a ruling by the U.S. Supreme Court or other constitutional means reversing the decision in the Janus v. AFSCME case the Association and the Board agree that the language outlined in this section shall be made immediately enforceable.

Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of Members of the bargaining unit who elect not to become or to remain Members of the 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.

1.052 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 15th of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

1.053 Schedule of Fair Share Fee Deductions

- (A) All fair share fee payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit Members employed after December 31st until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit Members.
- (B) 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.

1.054 Transmittal of Deductions

The Board 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.

1.055 Procedure for Rebate

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

1.056 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.

1.057 Indemnification of Employer

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

- (A) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non Member for which indemnification may be claimed;
- (B) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (C) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

- (D) The Board acts in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

SECTION 2

Working Conditions

ARTICLE

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SECTION 2 - WORKING CONDITIONS

2.01

TEACHER CONTRACTS

2.011 The contract status of Members shall be either limited or continuing.

(A) **Limited Contracts**

A Member newly hired by the Board will receive a one-year contract. If the contract is renewed, it shall be with a second one-year contract. If that contract is renewed, it shall be with a two-year contract unless the Member:

- (1) Requests a one-year contract, or
- (2) Is eligible for a continuing contract or
- (3) Based upon his/her evaluation and the recommendation of the Superintendent, is renewed with a one-year contract. Such contract can be awarded on a one time basis during the Member's employment with the Board.

All action for renewal is subject to the recommendation by the Superintendent and approval of the Board.

If the Member has been on a Section 3 leave for a period of time which completely precluded any evaluation of the Member ordinarily required prior to the time of decision to renew or non-renew, the Board may in its sole discretion elect to non-renew based on the last two (2) evaluations prior to the leave, or renew for one (1) year only, or renew for two (2) years.

(B) **Extended Limited Contracts**

A Member who is eligible for a continuing contract may be issued an extended limited contract for a one or two-year duration. Said Member must be provided written reasons, directed at professional improvement (based on his/her evaluations) on or before the 1st day of June. This sub section shall replace and supersede the provisions of Ohio Revised Code 3319.11 with regard to employment under an extended limited contract.

(C) **Continuing Contracts**

If the Member's initial license was obtained prior to January 1, 2011: A continuing contract is entered into by the Board with a Member who holds a professional or a permanent certificate or a professional license with applicable course requirement as prescribed by Ohio Revised Code 3319.08 and who, within the last five years, had taught for at least three (3) years in the school district; or, in the case of a Member having attained continuing contract status elsewhere in the state, who has completed two years of service in this district. A continuing contract remains in effect until the Member resigns, retires or until the contract is terminated as prescribed by law.

If the Member's initial license was obtained after January 1, 2011: The requirements for continuing contract are as noted above except the educator must hold an educator license for at least seven years.

It shall be the Member's responsibility to see that the certificate/license is on file in the office of the Chief Talent Officer prior to the Board's consideration for a continuing contract. Additionally, it shall be the Member's responsibility to provide written notice to the Chief Talent Officer by November 1st of the school year when he/she is eligible for continuing contract status. Failure to provide written notification by November 1st may result in the issuance of a limited contract in accordance with 2.011 (A) above.

The provisions of this Article related to the notification requirements prior to the issuance of a continuing contract shall supersede and replace, where applicable, Ohio Revised Code 3319.08 and 3319.11.

2.012 Supplemental Contracts

The Board shall enter into a supplemental written contract with each Member who is to perform duties in addition to the Member's regular teaching assignment. Such supplemental contracts shall be limited contracts and shall set forth the Member's duties and shall specify the salary to be paid for this service. All supplemental contracts will automatically terminate at the conclusion of the school year. No Member will be required to accept a supplemental contract.

2.013 Reemployment

At one of the regular meetings of the Board in May, the Superintendent shall present to the Board, for its consideration, his/her recommendation for action on limited, extended limited and continuing contracts. A Member is presumed to have accepted employment for the succeeding school year unless he/she notifies the Board, in writing, to the contrary on or before July 10th. This Sub Section 2.013 shall replace and supersede all the provisions of Ohio Revised Code 3319.11 with regard to employment under an extended limited contract.

2.014 Members previously retired under STRS may be employed under a one-year limited contract only. Such contract shall automatically expire upon its completion without the necessity of a nonrenewal notification or a formal evaluation. This paragraph shall replace and supersede any conflicting provisions of the Ohio Revised Code, including but not limited to, R.C. 3319.11.

2.02 NON-OTES/OSCES EVALUATION PROCEDURE

The following evaluation procedures shall apply to Members who are not required by law to be evaluated under the Ohio Teacher Evaluation System (OTES) or the Ohio School Counselors Evaluation System (OSCES). The procedure to be utilized for Members under OTES or OSCES is in Article 2.03 and Article 2.04 respectively.

2.021 Goals

The primary goals of the evaluation process are:

- (A) To utilize an evaluation system that clearly defines exemplary practice based on a common model designed to maximize student achievement.
- (B) To incorporate a differentiated plan to meet the differing needs of experienced and beginning Members.

- (C) To promote ongoing inquiry and reflection on practices designed to improve student and educator development.
- (D) To increase an awareness for the need and willingness among Members to participate in a continuous community of lifelong learners.
- (E) To establish a system of support and collaboration among Members.
- (F) To assist Members in improving and/or strengthening performance and to enable the Board to make contract decisions.

2.022 Who Will Be Evaluated:

- (A) Limited Contracts: Every Member on a limited contract or a multi-year contract shall be evaluated during the year in which the contract expires.
- (B) Continuing Contracts:
 - (1) Members on continuing contract shall be evaluated every three (3) years.
 - (2) Members will be informed by the principal when his/her evaluation cycle will begin. This is intended to establish a staggered schedule of evaluation for Members with continuing contracts.
- (C) Any Members on continuing contract or in the first year of a multiyear contract may be placed on the evaluation cycle at the discretion of the principal.
- (D) Members who are employed after the school year begins are not covered by this evaluation program and shall be non-renewed without a formal evaluation at the end of the school year. The position shall then be posted in accordance to 2.05 Vacancies and Transfers.
- (E) The evaluation process does not apply to substitutes.

2.023 Evaluator

- (A) The evaluator shall be the building principal or assistant building principal or a district administrator. Within the first twenty (20) days of the school year, the Members shall be notified as to who shall be conducting the evaluation for the school year.
- (B) Members working in different buildings shall be evaluated by the principal of the building at which the Member being evaluated spends most of his/her working week. The evaluator may consult with the other principal(s).
- (C) For Members serving in support positions such as a psychologist, speech pathologist, OT, PT, Media specialist, etc. an administrator most familiar with the Member's work within the building may be asked, by either the Member or the principal, to be involved in the evaluation process.

2.024 Evaluation Information

Within the first twenty (20) days of the school year, the building principal will inform the staff about the evaluation process. Information about continuing contracts is located (2.011 C). Questions may be directed to an administrator and/or MEA representative.

2.025 Evaluation Frequency

Members shall be evaluated annually except as follows:

- (A) A Member who is scheduled to be on a leave of absence for more than fifty (50) percent of the school year;
- (B) A Member who submits a notice of retirement by November 1st, and such retirement is approved by the Board by December 1st.
- (C) A Member whose evaluation rating is Skilled (Meets Standard) will be evaluated every other year unless on a continuing contract per 2.022 (B)(1);
- (D) A principal with concerns about a Member's performance may place the Member on the annual evaluation cycle. Whenever a teacher is moved to the annual cycle, the principal will meet with the teacher and explain the reasons based on the performance standards and inform the MEA president;
- (E) A Member serving as a "teacher on special assignment" (i.e. academic or innovation coach) shall be evaluated as follows after the first year: A Member whose evaluation rating is Skilled will be evaluated every other year. A Member whose evaluation rating is Accomplished will be evaluated every third year.

2.027 General Provisions

- (A) There will be at least two conversations prior to the completion of the formal evaluation.
- (B) In the collaborative conversation between the Member and administrator, they discuss the Member's professional goals, expectations for the position, as well as feedback needed for growth.
- (C) No evaluation will be placed in the Member's files or otherwise acted upon without a prior evaluation conference with the Member.
- (D) The formal evaluation shall be dated and offered to the Member for his/her signature by the end of the school year. Such signature shall not necessarily indicate agreement. All evaluative materials which are applicable to continued employment of a Member shall be placed in his/her personnel file by April 20th of the contract year.
- (E) Members shall be permitted to attach written comments to the formal evaluation which shall be included in the Member's file in the office of the Chief Talent Officer. Such statement must be filed by the end of the school year in which the evaluation was conducted.

- (F) Should deficiencies be recorded in the work performance of the Member, specific recommendations regarding any improvements needed and specific recommendations regarding the means by which the Member may obtain assistance in making such improvements shall be documented on the Evaluation Report.
- (G) The evaluation procedures and requirements set forth in this Article entirely replace and supersede all evaluation procedures and requirements set forth in, or required pursuant to Ohio Revised Code 3319.11 and 3319.111.

2.03

OTES EVALUATION PROCEDURE

The following procedure shall be utilized for those Members evaluated under the required OTES model. All other Members will be evaluated in accordance with Article 2.02 or for Members covered by OSCES in accordance with Article 2.04.

2.031 Introduction

This evaluation procedure conforms to the framework for the evaluation of teachers developed pursuant to Sections 3319.111 and 3319.112 of the ORC. Each completed evaluation will result in the assignment of a teacher rating.

2.032 Who Will Be Evaluated

- (A) Members working under a license and/or a permanent certificate issued under Sections 3319.22, 3319.26, 3319.222, 3319.226 or 3319.301 of the ORC who spend at least fifty (50) percent of their time providing direct instruction.
- (B) Those Members who do not provide direct instruction at least fifty (50) percent of the time, will be evaluated in accordance with the current procedure and forms established in Article 2.02. Such Members include, but are not limited to, psychologists, speech therapists, physical therapists, occupational therapists, learning experience designers, media specialists and applicable intervention specialists.

2.033 Goals

The primary goals of the evaluation process are:

- (A) To utilize an evaluation system that clearly defines exemplary practice based on a common model designed to maximize student achievement.
- (B) To promote ongoing inquiry and reflection on practices designed to improve student and educator development.
- (C) To increase an awareness for the need and willingness among Members to participate in a continuous community of lifelong learners.
- (D) To establish a system of support and collaboration among educators.
- (E) To assist Members in improving and/or strengthening performance.

- (F) To enable the Board to make contract decisions up to and including contract termination in accordance to the Ohio Revised Code or nonrenewal in accordance to Article 2.04.

2.034 Evaluator Frequency

Members shall be evaluated annually except as follows:

- (A) A Member who is scheduled to be on a leave of absence for more than fifty (50) percent of the school year;
- (B) A Member who submits a notice of retirement by November 1ST, and such retirement is approved by the Board by December 1.
- (C) A Member whose final performance evaluation rating is skilled will be evaluated every other year.
- (D) A Member whose final performance evaluation rating is accomplished will be evaluated every third year.

2.035 Evaluator

The evaluator shall be the building principal or assistant building principal who is properly credentialed as stated by ORC. Within the first twenty (20) days of the school year, the Members shall be notified as to who shall be conducting the evaluation for the school year.

Members working in different buildings shall be evaluated by the principal of the building at which the Member being evaluated spends most of his/her working week. The evaluator may consult with other principals for evidence.

2.036 Evaluation Instruments

The evaluation instruments, as attached, will be utilized to complete the evaluation process. Such forms are in compliance with the OTES model.

2.037 Criteria for Evaluations

- (A) A Member's evaluation shall be based on the Ohio Educator Standards and Rubrics for Teaching and the criteria set forth in the evaluation instrument included in Section 5 of this contract.
- (B) A Member's evaluation shall be based on the evidence provided by the Member, the formal observations and walkthroughs, and other documented evidence.
- (C) All monitoring or observation of the work performance of a Member shall be conducted openly and with full knowledge of the Member.
- (D) No Member evaluations shall be conducted without the actual knowledge of the Member.

2.038 Procedure

- (A) Each Member shall complete either a Professional Growth Plan or a Professional Improvement Plan and share his/her goals with the evaluator prior to the first observation.
- (B) Formal observations shall be at least thirty (30) continuous minutes. There shall be a pre-conference prior to the first formal observation in a Member's evaluation cycle. A post-observation conference shall be held within ten (10) work days after the observation.
- (C) In the year when a Member's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is when the administration waives the third observation. Under no circumstances shall a Member's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. The timelines for Members observed three (3) times shall be:
 - (1) The first post-observation conference shall be held on or before December 17th.
 - (2) The second post-observation conference shall be held on or before March 1st.
 - (3) The third post-observation conference shall be held on or before May 1st.
- (D) In the year when a Member's contract does not expire or if a third observation is waived as stated in 3 above, a minimum of two (2) formal observations shall be completed.
 - (1) The first post-observation conference shall be held on or before December 17th.
 - (2) The second post-observation conference shall be held on or before May 1st.
- (E) In addition to the formal observations the principal shall conduct walkthroughs as a means to further observe a Member's performance. Feedback will be provided on the appropriate form. Upon the request of either the Member or the principal a meeting shall occur after the walkthrough to discuss the observation.
- (F) Before the evaluation cycle is final and no later than May 10th, a copy of the formal written evaluation report shall be given to the Member.

2.039 Off-Cycle Observations

In years when the Member is not subject to the formal evaluation because she/he has received an evaluation rating of accomplished or skilled, she/he will be subject to an off-cycle observation. The principal or assistant principal shall conduct one (1) twenty (20) minute off-cycle observation. The off-cycle observation forms shall be provided to the Member within ten (10) days. Either the Member or Principal/Assistant Principal may request a conference.

2.0310 General Provision

- (A) Members shall be permitted to attach written comments to the formal evaluation which shall be included in the Member's file in the office of Human Resources. Such statement must be filed by the end of the school year in which the evaluation was conducted.
- (B) Upon the completion of the evaluation process and receipt of the summative evaluation rating, a Member shall develop either a professional growth or professional improvement plan based on their rating for the subsequent school year. Professional growth plans and professional improvement plans will be submitted by September 15th of each year.

- (C) Data obtained from student growth measures shall not be used for employment decisions, including but not limited to nonrenewal, termination, and reduction in force. For purposes of reduction in force all evaluations shall be deemed comparable.
- (D) The Board shall provide professional development to support Members placed on a Professional Improvement Plan.
- (E) No evaluation factor shall be solely determined by student performance on a test or tests.

2.0311 District Evaluation Committee

- (A) A district evaluation committee may meet annually to review the evaluation procedure and its efficiency and effectiveness. The evaluation committee shall convene each school year that the contract is due to expire, or any time mutually agreed to by the parties. Said committee shall review the evaluation process and forms and make recommendations for changes to the Association and the Board. The committee will also meet upon the request of the Board or the Association to address any changes in legislation as described in section 2.0311 below.
- (B) Membership in the committee shall be:
 - (1) One (1) Member from each building appointed by the Association President;
 - (2) One (1) elementary principal;
 - (3) One (1) secondary principal;
 - (4) Chief Talent Officer

2.0312 CHANGES TO OTES PROGRAM

The parties agree that should litigation and/or legislation amend and/or repeal any requirement or provision related to the Members' evaluations, the evaluation committee shall review said changes and recommend what adjustments, if any, need

to be made to the evaluation policy and/or procedures defined within this article. Any alteration to this article shall require approval/ratification from the Board and the Association Membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

2.04 OSCES Evaluation Procedure

The following procedure shall be utilized for those members evaluated under the required OSCES model. All other members will be evaluated in accordance with article 2.02 or for members covered by OTES in accordance with article 2.03.

2.041 Introduction

This evaluation procedure conforms to the framework for the evaluation of school counselors developed pursuant to sections 3319.113 and 3319.61 of the ORC. Each completed evaluation will result in the assignment of a final summative rating.

2.042 Who Will be Evaluated

The school counselor evaluation procedure contained within this section applies to all members employed as a school counselor by the board.

2.043 Goals

The primary goals of the evaluation process are:

- (A) Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the district.
- (B) Guide district policy about the appropriate responsibilities of a school counselor.
- (C) Assist counselors in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.
- (D) To assist Members in improving and/or strengthening performance.
- (E) To enable the Board to make contract decisions up to and including contract termination in accordance with the Ohio Revised Code or nonrenewal in accordance to Article 2.05.

2.044 Evaluation Frequency

Members shall be evaluated annually except as follows:

- (A) A Member who is scheduled to be on a leave of absence for more than fifty (50) percent of the school year;
- (B) A Member who submits a notice of retirement by November 1st, and such retirement is approved by the board by December 1.
- (C) A Member whose final performance evaluation rating is skilled will be evaluated every other year.
- (D) A Member whose final performance evaluation rating is accomplished will be evaluated every third year.

2.045 Evaluator

The evaluator shall be the building principal or assistant building principal who is properly credentialed as stated by ORC. Within the first twenty (20) days of the school year, the

Members shall be notified as to who shall be conducting the evaluation for the school year.

Members working in different buildings shall be evaluated by the principal of the building at which the Member being evaluated spends most of his/her working week. The evaluator may consult with other principals for evidence.

2.046 Evaluation Instruments

The evaluation instruments, as attached, will be utilized to complete the evaluation process. Such forms are in compliance with the OSCES model.

2.047 Procedure

- (A) Each Member shall complete a professional growth plan or a professional improvement plan and share his/her goals with the evaluator prior to the first observation.
- (B) Formal observations shall be at least thirty (30) continuous minutes. If requested by the member, each observation may be preceded by a pre-conference, in order for the member to explain the plans and objectives for the work situation to be observed. A post-observation conference shall be held within ten (10) work days after the observation.
- (C) In the year when a member's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is when the administration waives the third observation. Under no circumstances shall a member's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. The timelines for members observed three (3) times shall be:
 - (1) The first post-observation conference shall be held on or before December 17th.
 - (2) The second post-observation conference shall be held on or before March 1st.
 - (3) The third post-observation conference shall be held on or before May 1st.
- (D) In the year when a member's contract does not expire or if a third observation is waived as stated in 3 above, a minimum of two (2) formal observations shall be completed.
 - (1) the first post-observation conference shall be held on or before December 17th.
 - (2) the second post-observation conference shall be held on or before May 1st.
- (E) In addition to the formal observations the principal shall conduct walkthroughs as a means to further observe a member's performance. Feedback will be provided on the appropriate form. Upon the request of either the member or the principal a

meeting shall occur after the walkthrough to discuss the observation.

- (F) Before the evaluation cycle is final and no later than May 10th, a copy of the formal written evaluation report shall be given to the member.

2.048 Off-Cycle Observations

In years when the Member is not subject to the formal evaluation because she/he has received an evaluation rating of accomplished or skilled, she/he will be subject to an off-cycle observation. The principal or assistant principal shall conduct one (1) twenty (20) minute off-cycle observation. The off-cycle observation forms shall be provided to the Member within ten (10) days. Either the Member or principal/assistant principal may request a conference.

2.049 General Provision

- (A) Members shall be permitted to attach written comments to the formal evaluation which shall be included in the member's file in the office of human resources. Such statement must be filed by the end of the school year in which the evaluation was conducted.
- (B) Upon the completion of the evaluation process and receipt of the summative evaluation rating, a member shall develop either a professional growth or professional improvement plan based on their rating for the subsequent school year. Professional growth plans and professional improvement plans will be submitted by September 15th of each year.
- (C) For purposes of reduction in force all evaluations shall be deemed comparable.

2.0410 Changes to OSCEA Program

The parties agree that should litigation and/or legislation amend and/or repeal any requirement or provision related to the members' evaluations, the evaluation committee, as established in article 2.0310, shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this article. Any alteration to this article shall require approval/ratification from the board and the association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

J O B D E S C R I P T I O N

TITLE: Teacher

QUALIFICATIONS:

1. Valid Teaching Certificate
2. Bachelor's Degree in Education
3. Student Teaching
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Building Principal

SUPERVISES: Students

JOB GOAL: Helps students learn subject matter and skills that will contribute to their development as mature, able, and responsible adults.

PERFORMANCE RESPONSIBILITIES:

A. Instructional Program

1. CURRICULUM. Knows and is guided by the curriculum guides of the district and the school.
2. LESSON PLANS. Maintains a plan book of daily and unit instruction based on district curriculum guides, and emergency plans in the event of illness.
3. OBJECTIVES. Establishes and communicates to students well-defined objectives for each unit of work, including related projects and activities.
4. INSTRUCTION. Is responsible for an instructional program and the utilization of teaching methods which consider the individual needs, interests, abilities, and maturity levels of the student, including intervention strategies.
5. EVALUATION. Evaluates individual student progress on a regular basis and keeps records in accordance with district policy.
6. REINFORCEMENT. Provides positive reinforcement for individual effort.
7. CLASSROOM ENVIRONMENT. Provides an orderly, attractive, stimulating environment which promotes learning.

B. Professional Responsibilities

1. MEETINGS, TRAINING. Attends staff meetings and district in-service training programs. Participates in grade level/departmental and teacher/principal conferences as scheduled.
2. SCHOOL ACTIVITIES. Is responsible for discharging school-related duties during school hours.

C. Students

1. REPORTS. Provides written student progress reports to parents on a regular basis in accordance with Board Policy.
2. HEALTH AND WELFARE. Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical condition of students and refers these to the appropriate personnel (principal, counselor, or nurse).
3. EXCEPTIONAL CHILDREN. Works cooperatively with teachers of special students in order to implement strategies which address their learning styles.
4. CONDUCT. Is responsible for enforcing the Code of Conduct governing students in his/her direct charge, and for assuming authority, as warranted, over other students in such areas as school corridors, cafeteria, assemblies or other activities during the school day.
5. CONFERENCES. Conducts conferences with individual students and/or parents when deemed necessary or upon request.

D. Operations

1. POLICIES, REGULATIONS. Knows and observes the building and district policies and regulations.
2. PUPIL ATTENDANCE, TARDINESS. Records pupil attendance and tardiness according to building procedures.
3. INJURY, ILLNESS. Reports to the principal or nurse any injury or illness of a student or self which occurs within school jurisdiction.
4. ABSENCE. Advises administration prior to absence from school according to building procedure. During school day does not absent self from classroom leaving students without supervision.
5. BOOKS, SUPPLIES. Accounts for books, materials and equipment by keeping records of their quantity and condition.
6. SAFETY. Observes proper safety practices in keeping with building regulations.
7. PHYSICAL PLANT. Advises administration promptly whenever an unsafe building condition is observed in class or school.
8. EMERGENCY PROCEDURES. Observes and adheres to emergency procedures within the building.
9. PUNCTUALITY. Reports to work daily at times assigned by the administration and remains on duty through time prescribed by contract.

E. Finance

1. STUDENT MONEYS. Collects moneys as directed by the building administrator, keeping requisite records and submitting moneys and records to the school secretary.

F. Public Relations

1. Shares the responsibility of interpreting the educational program to the community in a professional manner.
2. Attends open house.

2.05

NONRENEWAL

2.051 First and Second Year of Employment

A Member holding a limited contract during his/her first or second year of employment with the Board shall be notified, in writing, by the principal of any intent to recommend nonrenewal to the Superintendent. This recommendation shall be noted on the Summative Evaluation and discussed at the Summative Evaluation Conference. The Member may be accompanied by a representative of the Association.

The Member will be notified in writing of the intent of the Superintendent to recommend nonrenewal as soon as possible after evaluations and recommendations have been received from the principal or the immediate supervising Administrator. If a request is received, the Member will be granted a conference with the Superintendent or his/her designated representative. The Member may be accompanied by a representative of the Association.

No aspect of the substantive reasons for nonrenewal may be grieved or otherwise challenged in any legal forum. However, procedural errors which significantly diminish the Member's rights may be grieved.

2.052 Third and Subsequent Years of Employment

A Member holding a limited contract during his/her third and subsequent years of employment with the Board shall be notified, in writing, by the principal or the immediate supervising Administrator of any intent to recommend nonrenewal to the Superintendent. This recommendation shall be noted on the Summative Evaluation and discussed at the Summative Evaluation Conference. Such notice shall include an explanation of the circumstances/reasons for the recommendation and shall be based on evaluations and/or other just cause. Prior to making a recommendation for nonrenewal the Principal or the immediate supervising Administrator shall afford the Member an opportunity for a conference to discuss the recommendation. The Member may be accompanied by a representative of the Association.

The Member will be notified in writing of the intent of the Superintendent to recommend nonrenewal as soon as possible after evaluations and recommendations have been received from the principal or the immediate supervising Administrator. If a request is received, the Member will be granted a conference with the Superintendent or his/her designated representative. The Member may be accompanied by a representative of the Association.

The Member may request and shall be granted the opportunity to meet with the Board in executive session prior to taking action upon the Superintendent's recommendation. The Member is entitled to representation at this meeting.

The Member may challenge the substantive reasons and/or procedural processes for the nonrenewal through the grievance procedure.

2.053 If nonrenewal is recommended by the Superintendent, he/she shall inform the Board of the recommendation of the building principal or the immediate supervising Administrator and shall present to said Board all the Members' evaluations.

2.054 A Member shall be notified in writing by the Board on or before June 1st if it has taken official action to non-renew his/her limited contract.

2.055 The nonrenewal procedures established in this Article entirely replace and supersede the requirements set forth in Ohio Revised Code 3319.11 and 3319.111.

2.06 REDUCTION IN FORCE

Reduction in the number of teaching staff Members shall be accomplished in accordance with this policy.

2.061 Methods of Reducing Members

(A) Attrition

Members who retire or resign may make further reductions unnecessary.

(B) Suspension of Limited Contract

If the need to reduce Members cannot be met by attrition, limited contracts shall be suspended within the teaching certification/license area affected, by performance rating within the teaching certification/license area affected, however when evaluations are comparable, seniority in the district shall prevail. Per section 2.0310 (C) all evaluations shall be deemed comparable for the purposes of reduction in force.

(C) During the implementation of a reduction in force no reassignment or transfer shall occur that will cause a more senior Member to be laid off before a less senior Member. If it is necessary to further reduce after limited contracts have been suspended, then continuing contracts shall be suspended within the teaching certification/license area affected in accordance with the policy outlined above.

2.062 Procedure for Contract Suspension

(A) Contract suspension may only be used because of a surplus of Members due to:

- (1) Decreased enrollment;
- (2) Return to duty of regular Member(s) after leave(s) of absence;
- (3) The discontinuance or reduction of a program or teaching area;
- (4) Suspension of schools;
- (5) Territorial changes affecting the district;
- (6) Financial reasons.

(B) When needed, in order to determine the Member whose contract is to be suspended a seniority list shall be developed listing each Member by date of hire within a specific certification/license area. Limited contract Members shall be listed behind all Members on continuing contract. The Member holding a limited contract with the least amount of seniority in the affected certification/license area shall have his/her contract suspended

first. Suspension of limited contracts shall continue by seniority before suspensions are made for Members on continuing contract.

An affected Member holding a certificate/license in another area may elect to displace a less senior Member in the other area of certification/license. However, a limited contract Member may not elect to displace a Member with a continuing contract.

2.063 Notification of Intent to Reduce Members

When staff reduction is necessary, the Superintendent shall give written notice to the Association and affected Members of the intent to recommend action to reduce Members. Such notice shall occur by May 30th for a reduction in force to be effective the following school year. Such notification to the Association shall include:

- (A) The reasons for the RIF;
- (B) A list of positions to be eliminated;
- (C) A list of Members affected.

2.064 Recall Procedure

- (A) Members whose continuing contracts have been suspended shall be placed on a list and have the right of restoration to continuing contract status in the order of seniority prior to limited contract Members, if and when teaching positions become vacant or are created for which any of such Members are certified.
- (B) Members whose limited contracts have been suspended shall be placed on a recall list for 24 months following the effective date of the RIF. Members shall have the right of restoration to limited contract status while on the recall list in the order of seniority if and when teaching positions become vacant or are created for which any of such Members are certified.

If a vacancy occurs in such a Member's area of certification/licensure, he/she shall be offered the vacancy before outside applicants are considered. If a Member refuses an offered vacancy, his/her name shall be removed from the recall list and the Board's obligation hereunder terminated.

- (C) The Board shall send a written notice of vacancy to a Member on the recall list at the last address left by the Member. Unclaimed, refused or undeliverable notices, as well as failure to respond within fourteen (14) calendar days of the posting of the notice, constitute a refusal of the vacancy and the Member shall be removed from the recall list.
- (D) No transfer or reassignment shall be made during a period of reduction in force that prevents the recall of a Member on layoff status.

2.065 Reinstatement Status

A Member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with full salary/seniority benefits, in accordance to this contract and Board policy that he/she enjoyed at the time of layoff.

NOTIFICATION OF VACANCIES AND TRANSFERS

Vacancy

An open position, certified or supplemental, which results from a transfer, resignation, retirement, death, non-renewal, termination, or the creation of a new position, which the Board determines to fill. Prior to filling a vacancy, the appropriate department shall provide input to the Administration/Board as to its needs.

Notification

Members shall be notified of all vacancies, certified or supplemental, by both of the following methods:

- (A) By electronic posting on the district website under the Human Resources Tab on the Job Postings link.
- (B) All vacancies shall be posted internally within the district prior to or simultaneously with an external posting/announcement.

2.073 The position shall remain unfilled for at least seven (7) days following the commencement of notification procedures. All notification procedures shall commence on the same day.

- (A) Said notice of vacancy shall set forth the qualifications for the position, deadline for applications and procedures for obtaining the position.
- (B) Members who desire to apply shall file their applications with the Chief Talent Officer within the time limit specified in the notice.

Voluntary Transfer

When a Member requests a change in a grade level, department, course or building assignment.

- (A) Requests for transfers shall be made in writing to the Chief Talent Officer within seven (7) calendar days of the posting of said vacancy. The request shall state the reason for the requested transfer, the position sought, and any other support information that would help in making a decision.
- (B) In addition, a Member may submit an application for transfer prior to an actual vacancy. This application will be kept on file in the Central Office. When said vacancy arises, that Member's application shall become active and shall be considered when the vacancy is filled.
- (C) A Member who has requested a voluntary transfer shall be guaranteed an interview and given consideration for the position prior to any outside applicant. Candidates will be chosen on the basis of meritorious performance, seniority in the district, and experience.
- (E) If the transfer is denied, the Member may meet with the Superintendent or designee to discuss the reasons for said denial.

2.075 Involuntary Transfers

When the administration initiates a change in grade level, department, course or building assignment.

- (A) Prior to an involuntary transfer, the Member may meet with the principal or immediate supervising Administrator and/or the Superintendent to discuss the reasons for the transfer.
- (B) Under normal circumstances an involuntary transfer shall occur by May 30th. Transfers after May 30th shall occur only as a result of enrollment changes, building openings, or district realignments or other extenuating circumstances.
- (C) No Member will be involuntarily transferred solely for the purpose of not meeting the highly qualified requirement.
- (D) In the event that an involuntary reassignment is required to an online instructor position the Member selected shall be the least senior certified Member with relevant experience in the subject/grade to which they will be involuntarily transferred, as long as it does not require the hiring of additional staff Members to replace the Member being involuntarily transferred.

2.076 The Board shall move the materials of any Member involved in a voluntary or involuntary transfer from his/her previous classroom/office/building to his/her newly assigned classroom/office/building. The Member shall be responsible for boxing and labeling his/her material.

2.08 PERSONNEL FILE

2.081 The personnel file of each Member shall be maintained by the office of Chief Talent Officer. This shall be considered the only official file of recorded information on the Member.

2.082 Upon advance request, a Member shall have the right to view his/her personnel file in the office of the Chief Talent Officer within a reasonable time from the date of request. All contents of the file shall be available for viewing. The Board reserves the right to charge for copies of files, should requests become excessive. The Superintendent, his/her designee, the Chief Talent Officer or the Principal or immediate supervising Administrator must be present during the viewing of the personnel file. The Member shall have the right to be accompanied by an Association representative.

2.083 A Member shall be given a copy of any material placed in his/her file unless the material was generated by the Member. After three (3) years, upon written request of the affected Member, the Board will remove detrimental items from the personnel file. Such written request shall be attached to the removed items.

2.084 A Member shall have the right to attach a written reply to any material placed in his/her files.

2.085 Anonymous letters or complaints shall not be placed in a Member's personnel file, used as a basis for disciplinary action or referenced in the personnel file, unless substantiated by other evidence.

2.086 A Member may submit letters of merit which shall be placed in his/her files.

- 2.087 When a public records request is made for a Member's file, the Member shall be notified of the public request to review the employee's file within two business days after the request is made.

2.09

TEACHER CONTRACT DAY

- 2.091 A full-time Member shall be required to work a seven and one-half (7 ½) hour day regardless of his/her assignment.
- 2.092 Every Member shall be granted thirty (30) minutes for lunch each contract day, during which time he/she shall not be required to perform any school activity.
- 2.093 Time during the contract day when Members are not responsible for students shall be used for meetings, curriculum work, or in-service training, provided such activities do not interrupt Member's planning time. At least two days a week, no meetings and activities described above shall be scheduled during the full-time period before student arrival. During such time Members shall independently and individually schedule and attend to responsibilities such as meetings with mentors, team planning, meetings with resource educators or consulting with colleagues.
- 2.094 Whenever possible, staff meetings will be held during the scheduled contract day. Notification of said meetings shall be given at least forty-eight (48) hours in advance, unless the meeting is of an emergency nature.
- 2.095 The building administration shall develop the duty assignment schedule for the school year. If the plan includes supervision by Members a rotation shall be included which balances the special area assignments with the number of preps and classes taught by a classroom teacher in the day. At the start of the school year, the FAC will review the plan and offer suggestions/input as needed.
- 2.096 In Grades 1-4

At least one period of art, music and physical education shall be scheduled in forty (40) minute blocks during the week. This shall be met by the assignment of Members certified exclusively in the respective area(s).

Kindergarten

At least one period of art, music and physical education shall be provided during the week for each kindergarten classroom. Each specialty shall be scheduled in a minimum of twenty-five (25) minute time periods. This requirement shall be met by the assignment of Members certified exclusively in the respective area.

2.010

TEACHER CONTRACT YEAR

- (A) The number of days in a Member's annual contract shall be one hundred eighty-six (186) days to include the following:
- (1) One and a half (1 ½) teacher workdays at the beginning of the school year before the students' first day of school. The first of these days shall be exclusively a flex

four (4) hour teacher work day. The second of these days, may include five and one-half (5 ½) consecutive hours of administration meetings / professional learning at the district, building, and department levels including a one-half (1/2) hour duty free lunch and the remaining two (2) consecutive hours as a flex teacher workday. These workdays shall occur during a week when students are present and be followed by one (1) Family Orientation Day as defined in the Family Orientation MOU.

- (2) Two teacher workdays at the end of the first quarter. The first of these days shall be exclusively a flex seven and one-half (7 ½) hour teacher work day. On the second of these days, two (2) hours may be for professional learning and five and one-half (5 ½) hours shall be for parent-teacher conferences, which includes a thirty (30) minute transition period and a thirty (30) minute lunch.
 - (3) The Monday of Thanksgiving week shall be the parent-teacher conference exchange day as addressed in Section (G) below.
 - (4) The Tuesday of Thanksgiving week shall be the start of the four (4) day holiday break.
 - (5) One teacher workday at the end of the second quarter which shall be exclusively a flex seven and one-half (7 ½) hour teacher workday.
 - (6) One teacher workday on the Friday before President's Day, on which five and one-half (5 ½) consecutive hours of administration meetings / professional learning at the district, building, and department levels including a one-half (1/2) hour duty free lunch and the remaining two (2) consecutive hours shall be a flex teacher workday.
 - (7) One teacher workday at the end of third quarter, on which four (4) consecutive hours may be for professional learning including a one-half (1/2) hour duty free lunch and three and one-half (3 ½) consecutive hours shall be a flex teacher work day.
 - (8) The teachers' last day of the school year shall be the business day after the final student day which shall be exclusively a flex three and one-half (3 ½) hour teacher work day.
 - (9) In the event that professional development resources are limited and there is a need to alter the "consecutive" schedule, MEA leadership will be notified with the intent to work together on a mutually agreed upon schedule. On District PD days, Members will operate on a common schedule, which may need to allow for consecutive time as well as a scheduled duty-free thirty (30) minute lunch (e.g., 9:00 A.M. to 2:30 P.M.)
- (B) Members shall complete seven and one-half (7 ½) hours of professional learning during the contract year in accordance with Article 2.26.
- (C) A workday as defined in this Article is a day when students are not in attendance and, unless otherwise specified in section A or B above, Member's initiate and complete work in their individual classrooms or process and complete necessary grade cards and reports. The term flex describes teacher work time performed at the Member's preferred work site, which includes both district facilities and alternative locations. Workday time not currently identified as "flex" shall become flex time if agreed to by both the

Superintendent and the Association President. Professional learning on workdays shall include training, practice in methodologies and curriculum collaboration.

- (D) In each building, if a student/parent visitation is scheduled prior to the start of the school year or on a non-workday, it will be called an orientation. Members attendance shall be optional.
- (E) Open houses shall be scheduled beginning with the first workday and attendance will be required for all Association Members. Open houses may be scheduled on a building-wide or grade level-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in 2.081.
- (F) Parent-teacher conferences may be scheduled on a building-wide or grade level-wide basis into the evening hours on a regular workday, requiring the teacher to extend his/her workday beyond that specified in 2.081.

2.11

PLANNING PERIOD

- 2.111 The schedule for each full-time equivalent Member who is assigned to a school with a teacher day of six hours or longer, exclusive of the lunch period, shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

Within that two-hundred (200) minutes each Member shall have at least one continuous planning period during the student day of the following duration:

- (A) Preschool: A continuous block of time during the workday on Fridays;
- (B) Kindergarten: Minimum of twenty-five (25) minutes each day;
- (C) Grades 1 - 6: Forty (40) minutes each day;
- (D) Middle school and high school: One full period each day.
- (E) In the event the middle school and/or high school adopts a modified block schedule, where all periods do not meet on all days, causing a Member to lose his/her daily planning period, said Member shall not lose their planning period more than once weekly, and total weekly planning time shall remain at least at two hundred (200) minutes.

The minimum planning time in a block scheduling environment shall be the length of the basic period of which the block schedule is a multiple.

- 2.112 The Board and the Association understand that periodically it may be necessary to alter the daily schedule. When this occurs, the schedule shall be adjusted so that loss of class time is equitably distributed, protecting academic consistency.

Additionally, the Board and the Association understand that due to holidays, or school closings or delays, Members may experience less than 200 minutes total planning time in a week.

- 2.113 Members who are employed for nineteen (19) hours or less per week shall be provided and paid for a twenty (20) minute planning period per day. Members who are employed for more than nineteen (19) hours per week, but less than full-time (as defined in Section 2, Article 2.081), shall be provided and paid for a thirty (30) minute planning period per day.

2.12

CLASS SIZE/CLASS LOAD

- 2.121 The Board and the Association agree that small class size is in the best educational interest of children. Every effort will be made, within the district's financial limitations, to keep teacher-student ratio as low as possible.

The Board of Education, administration and the Association recognize that in order to deliver the quality of learning experiences and create the optimal learning environment for our students we need to be intentional with our class size and class load. Together, we recognize that the following class sizes and class loads are desired guidelines or targets that will be continually worked toward. We recognize that there will be fluctuation each year and special circumstances and budgetary issues that will limit our ability to achieve the desired class size and class load each year. However, we will make every effort to honor our commitment to create high quality learning environments for our students.

The following class size and class load has been determined as the guideline or target class size and class load in the regular in-person and/or online education class (exclusive of art, physical education and music classes at the elementary level, and exclusive of performing arts classes at the middle and high school levels).

Grades Pre-K only	Per state requirement
Grades K-2	25
Grades 3-4	26
Grades 5-6	27
Grades 7-12	28 – Class load 160

- 2.122 Number of Preps and Labs for Grades 7-12:

For the purpose of this language, a district prep must have fundamentally different curriculum or mode of instruction (i.e. similar sections that are taught in-person and remote shall be considered different preps.)

The following number of preps has been determined as the guideline in regular in-person and/or online education classes:

Core subject areas: 3 Preps

Non-Core subject areas: 4 Preps

In addition, it is the Board's intent that individual members not be assigned more than one (1) new prep in a given school year.

In order to ensure an optimal student learning environment in grades 7 – 12, enrollment in specialized lab classes, where student work relies largely on the use of computers or other specialized equipment, enrollment shall not exceed the availability of such equipment, computers or other applicable work stations, these classes are limited to the following:

- (A) Science Labs;
- (B) Computer based classes which require one-to-one student/computer usage;

(C) Art labs which have a specified number of lab stations.

However, should extenuating circumstances warrant consideration of an exception to this Article, and after the Member and the principal discuss options, the Superintendent or his/her designee has the discretionary authority to resolve the matter which may require enrollment in a class to exceed the established limits. The Superintendent's decision, however, shall not be arbitrary, capricious or unreasonable.

2.123 When developing class schedules and/or the student composition of a class, the Board will make every effort to address differentiating levels of students' abilities/needs and attempt to balance students with specialized instructional needs between available teacher/courses.

2.124 Class lists shall be made available to Members no later than forty-eight (48) hours prior to the class lists being provided to parents. The class list(s) provided to Members shall include the name of the teacher and relevant information. During this forty-eight (48) hour period, the Member shall have the opportunity to discuss with the building administrator any concern(s) with the balance of students assigned to the teacher class list. The class list(s) shall be made available to parents any time after the end of the forty-eight (48) hour period.

2.125 Special Situation Support Training

A Member who is assigned students outside of their typical assignment or the Member is assigned students with unique needs that warrant specialized training, shall be provided adequate training, at the expense of the Board, when agreed upon in consultation with the Member's building administrator. Such training will be personalized and co-designed in collaboration between the Member and appropriate administrator.

2.126 Class Size Study Committee

The parties agree that during the term of this contract a class size study committee shall be formed. The Association President and the Superintendent/Designee shall each appoint five (5) Members to the committee. Each party may have a consultant of its choice attend the committee meetings.

The committee shall meet at least twice a year with the Association President and Chief Talent Officer establishing dates at the start of the school year. The Association President or designee and the Chief Talent Officer shall serve as co-chairs of the committee.

The purpose of the committee will be to study our class size and class load data to make recommendations to create high quality learning environments for our students based upon best practices. Any findings or recommendations by the committee shall be submitted to the negotiations teams.

2.13

INTERNAL SUBSTITUTION

2.131 Every reasonable effort shall be made to obtain substitute teachers and to avoid asking a Member to substitute. When it becomes necessary for a Member to substitute, the building principal shall first attempt to utilize non-teaching staff (to include building administrators, learning/innovation coaches, school counselors, psychologists). The principal shall not ask a Member to substitute unless he/she feels it is necessary and unless that Member consents to the arrangement.

2.132 Process

(A) For the middle school and high school, after reasonable effort has been made to secure a substitute teacher or utilize non-teaching staff, the building principal shall seek Member volunteers willing to cover, during her/his planning period, the absent Member's class.

(B) For the primary, elementary, and intermediary schools, after reasonable effort has been made to secure a substitute teacher or to utilize non-teaching staff, the building principal may combine classes into one (1) room and/or remove a Member from her/his normal assignment to serve as a substitute. When removal is chosen, the principal shall remove Members from their normal assignment on a rotating basis to serve as a substitute. A rotating schedule shall be established at the building level no later than ten (10) days after the first day of school. This schedule will be made available to all affected Members at the building level.

2.133 Compensation

(A) A Member agreeing to substitute for an absent Member during his/her planning period or whose special is canceled shall be paid \$30.00.

(B) When classes are combined, the Member responsible for the additional students shall be paid the current substitute rate for a full day and a prorated amount of the substitute rate if the assignment is less than a full day.

(C) When a support teacher (e.g. reading intervention specialists, gifted education instructors, ELL instructors) uses his/her planning time to meet with students from his/her caseload whom he/she would have otherwise met with outside of their planning time but was unable to do so due to being removed to sub for another Member, he/she shall receive compensation pursuant to Section 2.123 (A) of this article.

(D) A Member removed from his/her normal assignment to serve as a substitute shall not receive additional pay but will be entitled to his/her lunch period and a planning period. If a planning period is not provided he/she will be entitled to payment as specified in (A) above.

2.14

LESSON PLANS

Good planning and preparation are imperative in a quality education program. Current detailed lesson plans shall be on hand for inspection at all times and shall always be available to a substitute working in place of a regular teacher. The plans should also include up-to-date seating charts and school schedules. These lesson plans must be in accordance with state standards.

2.15

TEACHING ASSIGNMENTS

- 2.151 If a Member is not highly qualified, as defined by the Elementary Secondary Education Act (ESEA), and notification must be provided to parents, the Association will be notified in advance and shall be provided the opportunity for input with regards to the content of the notification.
- 2.152 In order to facilitate preparation and improve instruction, Members shall be informed of their upcoming teaching assignment, tentative schedule, as well as any changes in textbooks or teaching materials by the last day of school. Should changes in teaching assignments become necessary during the summer vacation, affected Members shall be personally contacted as soon as the change is made. In such cases, Section 2, Article 2.065 Involuntary Transfers, shall apply.

2.16

SCHOOL CALENDAR RECOMMENDATIONS

A school calendar committee shall be organized by the Superintendent (or designee) and the Association President (or designee) at agreed to intervals and composed of four (4) Superintendent-selected participants and four (4) Association President-selected participants. The committee will compose and recommend calendars to the Board of Education for their adoption, ideally for three school years at a time. After a calendar is Board-adopted, no changes shall be considered without the Association President's input.

2.17

CURRICULUM AND COURSE OF STUDY DEVELOPMENT AND TEXTBOOK SELECTION

- 2.171 The Board has the responsibility for the development of an educational program of high quality including the establishment of a graded course of study and the selection of textbooks.
- 2.172 The Superintendent shall undertake the study and develop proposals relating to the adoption or modification of the graded course of study. In this regard, the Superintendent shall solicit the assistance of the teaching staff. No Member will be required to serve on such committees.
- 2.173 Recognizing the statutory responsibility of the Board for the selection of textbooks, the Superintendent shall solicit the assistance of the teaching staff in developing recommendations to the Board for textbook adoption.
- 2.174 When deemed appropriate, new textbooks and/or programs will be incorporated into the school system. All Members who will be working with the new textbooks and/or programs will receive adequate in-service training and preparation in the use and application of the textbooks and supplemental materials.
- 2.175 All committee work shall be voluntary and no Member shall be required to participate in committee work. Members agreeing to serve on such committee may be provided release time from his/her regular assignment.

2.18

FACULTY ADVISORY COMMITTEE

- 2.181 A Faculty Advisory Committee (FAC) intended to replace existing liaison, principal lead, and/or principal advisory committees, shall be established to facilitate communication between the staff and principal in each building. The purpose of the committee is to discuss problems and concerns arising within the building. It is not to serve as an alternative to the grievance procedure or supplement negotiations.
- 2.182 The committee shall consist of the building principal and no less than two (2) and no more than three (3) Members elected by the Members in each building. The principal may appoint up to three (3) additional Members.
- 2.183 The Faculty Advisory Committee shall meet monthly unless otherwise agreed.
- 2.184 The responsibilities of chairperson shall be alternated between the principal and Association Members. A secretary (to record minutes) shall be appointed at the first meeting in the school year. Each Member of the committee shall have the opportunity to have matters placed on the agenda for each meeting. The person serving as chairperson shall be responsible for establishing the agenda.
- 2.185 The Faculty Advisory Committee may be directed by the Joint Committee to address concerns. In addition, the Faculty Advisory Committee may establish a sub-committee within its building to research, discuss and report on specific concerns/issues.
- 2.186 If any Member of the Faculty Advisory Committee feels that the committee is not functioning in accordance with its stated purpose, a meeting between the Superintendent, principal, one Association Member and the Association President will be held to consider appropriate action.
- 2.187 Any issue found to involve contractual concerns or issues in which a decision cannot be reached shall be referred to the Joint Committee, Article 2.18.

2.19

JOINT COMMITTEE

- 2.191 In an effort to discuss and resolve issues among the parties, a Joint Committee shall be developed.

- 2.192 Representation in this committee shall be:

For the Association:

President
Vice President or Designee
Secretary or Designee
Representative from Each Building

For the Board:

Superintendent
Chief Academic Officer or Designee
Chief Talent Officer or Designee
Building Principals

- 2.193 Each party may have a consultant/representative of its choice attend any committee meeting.
- 2.194 The Superintendent and Association President shall serve as co-chairpersons of the committee.

- 2.195 One Member of the committee shall be appointed by the chairpersons to serve as secretary and record minutes. Minutes must be approved by the committee prior to distribution to the Association Membership, Board of Education, and administration.
- 2.196 Meetings shall be held once per quarter, unless otherwise agreed, and shall be limited to two (2) hours, unless the committee otherwise agrees.
- (A) Agenda items may be submitted to the chairpersons by any committee Member. The chairpersons shall mutually develop the agenda and distribute it to each committee Member at least 48 hours prior to the meeting. A standing agenda item shall be a report by a representative from each building's FAC. Additionally, reports by other committees, as defined in this negotiated agreement, shall be placed on the agenda for reporting as requested by either the Board or Association.
 - (B) Except for emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda.
 - (C) At the close of each meeting, the next meeting date and time shall be set.
 - (D) Any chairperson of the committee may table any topic for further study.
- 2.197 All decisions of the committee shall be achieved by consensus. Such decisions shall be reduced to writing and signed by the chairpersons. Any decisions that alter language in the master contract shall be acted upon by the Association Membership and the Board of Education. Any decision approved by both parties shall be made an amendment to the contract.
- 2.198 Where consensus is not reached on a topic, the current practice on the topic shall remain and the issue handled in its proper labor-management relationship: grievance procedure, negotiations, etc.
- 2.199 The scope of the Joint Committee's jurisdiction as related to provisions in the collective bargaining agreement:
- (A) Contract Sections which are outside the Joint Committee's jurisdiction and cannot be discussed by the committee are as follows:
 - SECTION 1 (Governing Provisions) Articles 1.01 through 1.05
 - SECTION 2 (Working Conditions)
 - Article 2.01 (Teacher Contracts)
 - Article 2.02 (Non-OTES/OSCES Evaluation Procedure)
 - Article 2.03 (OTES/OSCES Evaluation Procedure)
 - Article 2.04 (Nonrenewal)
 - Article 2.05 (Reduction in Force)
 - SECTION 4 (Compensation)
 - Articles 4.01 through 4.06
 - Article 4.073
 - Articles 4.08 through 4.17

- (B) Contract Sections which are within the Joint Committee's jurisdiction and can be discussed by the committee are as follows:

SECTION 2 (Working Conditions), unless specified above

SECTION 3 (Leaves of Absence)

2.20

COMPLAINT PROCEDURE

2.201 Informal Procedure

- (A) Any complaint received by an administrator or Board Member against a Member shall be referred to the Superintendent or to the appropriate administrator.
- (B) The Superintendent or administrator will advise the Member against whom a complaint is received that he/she intends to investigate. The Member shall be provided the opportunity to settle the complaint. If he/she cannot resolve the situation, the administrator will seek input from the Member concerning the incident. The administrator shall attempt to resolve the issue informally after seeking the Member's input on the situation and shall keep the Member informed of any progress made.

2.202 Formal Procedure

- (A) If the complaint cannot be resolved informally, the complainant shall submit his/her concerns in writing. The administrator shall provide copies for the Member involved, the complainant, and the Superintendent. Such copy to the Member shall be provided at least twenty-four (24) hours before any meeting with the complainant. A meeting of the Member, the administrator, and the complainant shall be held to hopefully resolve the conflict. If the administrator determines that the complaint is unfounded, there shall be no documentation of the incident.
- (B) If either party is dissatisfied with the results of this meeting, he/she may request that a meeting be held with the Superintendent or his/her designee. If the Superintendent determines that the complaint is unfounded, there shall be no documentation of the incident.

2.21

ADMINISTRATIVE EVALUATION

- 2.211 It is the desire of the Association to provide input to each building principal as to the quality of leadership which the staff feels is being offered.
- 2.212 The Association will coordinate a systematic evaluation of each building principal and produce a form based solely upon the Board approved principal job description. Completion of the form will be done on a given day with representatives of the Association summarizing the information. The building principal shall be provided with a written copy of the summation. A conference shall be held between the Association President and the building principal to discuss the feedback provided on the summation.

2.22

COMPLETION OF STUDENT GRADE CARDS

- 2.221 At the end of each grading period, Members shall be provided two (2) full working days to process grades before submitting them to the principal or his/her designee. At the end of the last grading period, all grades will be due by noon the next business day following the last student day. Members shall enter student grades/marks within seven (7) work days following the withdrawal date for students leaving the district.

2.23

SMOKE FREE ENVIRONMENT

- 2.231 Smoking on school property is prohibited.
- 2.232 The district will advise all potential candidates prior to their employment that smoking is not permissible on or in school property.

2.24

PARENTAL VISITATION

In the event that a parent wishes to schedule a classroom visitation, arrangements shall be made with the building principal who shall contact the Member.

2.25

SPECIAL EDUCATION COMMITTEE

The Special Education Committee shall be formed to address issues for both support educators and regular classroom teachers concerning special education programs and students.

This committee will be comprised of one representative from each building that, for the purposes of this committee, will be referred to as the intervention specialist/teacher leader, Special Services Administrator, Special Services Supervisor, one building level administrator from each building, and Superintendent and/or designee.

Prior to the end of each school year, a calendar shall be developed which will include monthly meeting dates scheduled throughout the following school year.

2.26

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The document developed by the LPDC Steering Committee shall govern the procedures for the processing of a bargaining unit Member's certificate/license. In addition, such document shall also apply to any other employee holding a certificate/license who is not a Member of the Association.

Any revisions to the Professional Development Program shall be implemented by mutual agreement of the Board and the Association. Such revisions shall be reached by either a consensus of the LPDC Steering Committee or through negotiations between the Board and the Association.

The compensation for the LPDC Members as set forth in the Professional Development Program document based upon the sum total of the assigned supplemental amounts (as indicated by a dollar amount established in the Supplemental Salary Schedule in Article 4.07 of the negotiated contract between the Board and the Association) divided proportionately to

LPDC Members based on the percentage of staff serviced over a five (5) year cycle. Staff numbers are reviewed and compensation amounts are adjusted as needed at the August LPDC meeting each year. The LPDC Specialist Supplemental is separate and distinct from the LPDC Members' compensation. All LPDC-related compensation shall be increased on a yearly basis as provided by the contract. In addition, the compensation for the LPDC committee Members shall be subject to 4.071, the supplemental review committee, as set forth in the contract.

However, despite the fact that the compensation for the LPDC committee Members is established by the supplemental salary schedule, such positions are not deemed to be supplemental positions subject to the Board's practice of a yearly nonrenewal and subsequent renewal. Assignment of Members to these positions is outlined in the Professional Development Program document.

2.27

PROFESSIONAL LEARNING

2.271 The Board shall have the right each year to assign Members to participate in seven and one-half (7½) hours according to Article 2.09 (C) and up to an additional twenty-two and one-half (22½) hours of professional learning which will typically be used on a grade level, department level, building level or district-wide basis. The activities to obtain the professional learning hours shall be scheduled:

On a professional learning day at the beginning of the school year on the weekday immediately prior to the first teacher workday, and/or;

On a workday, outside the normal work hours, and/or;

On a day that is not contractual such as weekends or the summer months

2.272 Planning Professional Learning

(A) The utilization of the professional learning hours, based on building and district goals, shall be planned and scheduled by the central office administration. Members shall be notified by July 1st.

(B) In the event that the central office administration does not utilize all of the hours, any unused balance shall be planned and scheduled by the building administration. By July 1st of each year, the principal shall provide the Members with a plan for professional learning based on the building and district goals. The plan shall identify the dates and time for the seven and one-half (7½) hours of contract time as well as up to twenty-two and one-half (22½) additional hours to be paid at the curriculum rate.

(C) In the event that the principal does not utilize all of the unused professional learning hours, the hours shall be provided to the department or grade level chairs for recommendation. Any recommended professional learning hours utilized under this manner shall be approved by the building principal who shall ensure that the hours are consistent with the building and district goals. Additionally, individual options for professional learning to satisfy the seven and one-half (7 ½) hours shall be permitted at this level provided the principal approves the hours.

- (D) It is also agreed and understood that some or all of the professional learning hours may be considered for individual Member's professional learning plans and Phase II evaluations provided the LPDC and/or principal approves these hours respectively.

No Member shall be required to attend an activity on a non-contract day. If a Member misses required professional learning for an unavoidable, legitimate reason, an alternative option shall be made available.

The required hours must be obtained from July 1st through June 30th of each year, unless otherwise approved by the Superintendent or Designee.

- 2.273 Members who serve as presenters for professional learning activities shall receive credit equal to that earned by Members who attend such sessions. Preparation time for presenters may be credited on an individual basis.
- 2.274 All Members, both full and part-time, are responsible for completing seven and one half (7½) hours of professional learning annually.
- 2.275 Once a Member has completed seven and one-half (7½) hours of professional learning, the additional twenty-two and one-half (22½) hours shall be paid at the hourly rate specified on the salary schedule on pages 121 and 122.

2.28 JOB SHARING

2.281 Purpose

The purpose of job-sharing is to allow two Members to share one teaching position within the school district. Job-sharing shall be voluntary and require the endorsement of the principal in the building in which the teachers shall be sharing a position.

The principal's decision to provide for a job-sharing program shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job share. The principal's initial decision as to whether or not to agree to a job-sharing proposal shall be final and not subject to appeal or the grievance procedure. However, a principal's decision to discontinue an existing job-sharing program shall be subject to 2.275 of this Article.

2.282 Initiation

Members interested in job-sharing must submit a written joint proposal outlining some of the features they would include in their program to their building principal prior to February 15th. Proposals agreed to by the principal must be submitted to the Chief Talent Officer and the Association President prior to March 1st.

2.283 Required Elements of the Job-Sharing Proposal

- (A) Each team shall share one teaching assignment.

- (B) Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year unless a change is approved by teachers and building principal in writing.
- (C) Each team shall address unique elements of the positions and describe how such elements will be addressed.
- (D) Both Members shall attend all required in-services, conferences, open houses, IEP meetings and staff meetings, unless otherwise approved by the principal or principal's designee.
- (E) Both Members shall assess students as usual and attend to all applicable classroom management duties.
- (F) The Members' daily schedule shall provide a 20 minute daily overlap for collaboration. The Members will be expected to maintain close communication on a daily basis using their overlap time, email and voice mail.
- (G) The building principal may during the course of the school year implement any operational changes which he/she may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the contract.

2.284 Teacher Employment Rights

The participating Members shall, during their employment on a job-sharing basis:

- (A) Retain full rights and benefits under the Master Contract, except as modified by this Article.
- (B) Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full-time teachers.
- (C) Accrue seniority and service years on a full-time basis.
- (D) Earn and use sick leave and personal leave on the basis that a day is a day. However, any carry-over of leaves from a full-time contract into a job-sharing contract shall be at a 200% rate, and any carry-over of leaves from a job-sharing contract into a full-time contract shall be at a 50% rate.
- (E) Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team Member.
- (F) Receive medical, dental and vision insurance with the amount paid for the premiums by the Board not to exceed the total cost it normally would assume for one full-time teacher with a family medical plan based upon the requirements set forth in Articles 4.11, 4.12 and 4.13 of the Master Contract. The following situations may develop based upon the needs of the two teachers:

Member A: One family plan or one single plan

Member B: No insurance coverage

The Board shall pay standard premiums and deductible contributions for Teacher A.

Member A: One family plan

Member B: One family plan

The Board shall contribute the standard deductible contributions to each Member's family plan HSA and calculate the premium that each shall pay in order to reduce the district's total cost to the same as one family plan. Each teacher shall be responsible for the resulting semi-monthly premium payments.

Member A: One single plan

Member B: One family plan

The Board shall contribute the standard deductible contributions to each Member's HSA and calculate the pro-rated premium that each shall pay in order to reduce the district's total cost to the same as one family plan. Each teacher shall be responsible for the resulting semi-monthly premium payments.

The overriding purpose of this section is to assure that, with the exception of providing each Member with a life insurance policy in accordance to Article 4.10, the Board's cost of providing insurance to the team is no greater than that which it would incur if the work of the team were performed exclusively by an individual having a family plan.

- (G) A Member's contract status shall not be affected by participation in the job-sharing program.

2.285

Discontinuation of Job-Sharing Team

- (A) The decision to discontinue a job-sharing program by the principal for a subsequent school year shall be based on educational aspects and shall not be arbitrary, capricious or unreasonable. Members participating in a specific job-sharing program that has been in place for more than one school year, may appeal the decision to discontinue to the Superintendent. The Superintendent's decision shall be final and not subject to appeal or the grievance procedure.
- (B) Should the Board, principal or either of the involved Members, wish to discontinue the job-sharing program for a subsequent school year, the Member on the team having the greater seniority shall retain the position on a full-time basis for the following year. If discontinuation of the job-sharing program results in the reduction of a teaming position Article 2.04 Reduction in Force shall apply. The Member with the lesser seniority shall be subject to the RIF and placed on a suspended contract with appropriate recall rights.
- (C) Participating Members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a Member be released from the job-sharing program during the course of the school year, the other Member shall assume all the teaching responsibilities and return to full-time status, unless otherwise agreed by the principal. Should the Member be required to return to full-time status, reasonable notice will be provided to the Member prior to assuming the duties of the full-time teaching position.

2.29

MASTER TEACHER

2.291

The majority of Members on the committee shall be teachers appointed by the Association President. The Association President shall appoint an at-large Member to serve on the committee. Said Member shall have voting rights on the committee but shall not serve as a reviewer/grader of a teacher's application for Master Teacher status.

Members on the committee shall be provided release time during the work day to complete necessary work or provided the curriculum rate of pay for all time worked beyond the work day. The committee itself shall determine whether or not to conduct necessary business during the work day working within the confines of the approved Board approved budget allotted for curriculum.

- 2.292 Application for Master Teacher status shall be voluntary and no Member shall be required to participate. The Master Teacher application process and/or Master Teacher designation shall remain separate from the evaluation process (Article 2.02). The Master Teacher application process and designation may not be considered by the administration in evaluating a teacher's effectiveness or as a basis for individual employment contract recommendations.

Members submitting applications for Master Teacher status shall be provided PDU's as established by the Local Professional Development Committee (LPDC).

2.30

RESIDENT EDUCATOR PROGRAM

- 2.301 The Resident Educator Program is designed to meet the unique needs of a Resident Educator in the first three (3) or four (4) years of employment under a teaching certificate/license who is on a four-year Resident Educator License or an Alternative Resident Educator license of any type or a one-year out-of-state educator license from the Ohio Department of Education.

- 2.302 The role of the Mentor is to support the needs of the Resident Educator and no information or documentation between Mentor and Resident Educator shall be used for evaluation purposes.

- 2.303 Compensation will be provided as follows:

Program Coordinator:	\$3000 per year
Mentor (Yr 1 Resident Educator)	\$750 per year
Mentor (Yr 2 Resident Educator)	\$500 per year
Mentor (Yr 3 Resident Educator)	\$250 per year

SECTION 3
Leaves of Absence

ARTICLE

3.01	SICK LEAVE
3.02	PERSONAL LEAVE
3.03	JURY DUTY
3.04	PROFESSIONAL LEAVE
3.05	CHILD REARING LEAVE
3.06	MILITARY LEAVE
3.07	ASSAULT LEAVE
3.08	SABBATICAL LEAVE
3.09	UNPAID LEAVES
3.10	ADOPTION LEAVE
3.11	PRACTICING FAITH LEAVE

SECTION 3 - LEAVES OF ABSENCE

Loss of Salary for Absence. Absence on the part of any Member shall result in the loss of salary except as otherwise indicated in this agreement. A day's salary shall be calculated as the annual contract salary divided by the number of days in the contract year. For eight (8) or more consecutive days, the loss of salary shall be distributed among the remaining paychecks upon the Member's request.

Approval of all leaves shall be granted by the Superintendent or his/her designee.

3.01

SICK LEAVE

3.011 Sick Leave Accumulation

All Members shall be entitled to fifteen (15) days of sick leave annually to be credited at the rate of 1-1/4 days per month. The maximum accumulated sick leave for any Member shall be unlimited.

3.012 Use of Sick Leave

- (A) Members may use sick leave for absence due to illness, injury, exposure to contagious disease or illness due to pregnancy. A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A Member may use sick leave for absence to aid in the recovery of their spouse or partner due to the delivery of their baby or for the purpose of initial care of their newly adopted child. The Member may use sick leave during any of the two (2) calendar weeks immediately following the day of the birth or the first day of custody of the child. Additional days may be granted due to unusual circumstances.

Leave and benefits provided by the Family Medical Leave Act will commence at the end of the sick leave time specified above.

- (B) Sick leave may be used for illness or death in the immediate family. Immediate family is defined as meaning: spouse, children, stepchildren, parents, parents-in-law, stepparents, ward or any person living in the same household as the Member.
- (C) Members may also use three (3) days of sick leave for absence due to serious illness or death of brothers, sisters, grandparents, grandparents-in-law, grandchildren, brother-in-law, and sister-in-law. Under extenuating circumstances, the Superintendent may grant additional days.
- (D) Members may use three (3) days of sick leave for absence due to the death of an aunt, uncle, niece and nephew. Under extenuating circumstances, the Superintendent may grant additional days.

3.013 In Case of School Closing

Any Member who is on sick leave when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the Member would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.

3.014 Granting Deficit Sick Days

If a Member is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance or after the Member has exhausted his/her sick leave balance, in an effort to avoid docking of salary, a deficit of not more than six (6) days will be debited against anticipated accumulative sick leave.

In the event that a Member exhausts those deficit sick leave days granted above, if the Member's absence from work is due to an injury, non-elective surgery, or serious illness occurring under unusual, severe or emergency conditions, the Board will grant up to an additional six (6) days of deficit sick leave. Additional deficit sick leave days shall not be granted for ordinary illnesses or for sickness of family Members.

Should any Member leave the employment of the Board while owing deficit sick leave days, the Board shall have the right to retain from the Member's last paycheck(s) the value of such unrepaid sick leave days. In the event that the remaining paychecks are insufficient to permit the Board a full recovery, the Member shall be responsible for full reimbursement to the Board.

3.015 Granting Leave of Absence

A Member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed for one additional year upon written request by the Member, recommendation by the Superintendent, and approval by the Board.

3.016 Validation of Absence

No salary payment for days of absence under this provision shall be made to any Member except upon completion of the absence from duty form.

If a Member is absent for five (5) or more consecutive days, he/she will provide the name and address of the attending physician or surgeon, and the dates consulted.

In the case of an absence because of injury or illness on the part of the Member of more than ten (10) consecutive days, the attending physician or surgeon must certify the Member's ability to return to work.

The Superintendent may, upon evidence of frequent or unusual absence, require the name of the attending physician or surgeon, if any. If the problem continues, the Superintendent may request a doctor's certificate for any subsequent absences. However, the Superintendent shall provide the Member with a written warning prior to making such a request.

3.017 Reporting Sick Leave Accumulation

The Treasurer shall include a report of the Member's sick leave accumulation on each payroll check stub, with the accumulative one and one-quarter (1-1/4) days being reflected on the second paycheck of each month. Unused personal days converted to sick days shall be reflected by the first paycheck in July of each year.

3.018 Member Responsibility Concerning Absence from Duty

All Members have the responsibility to be on the job at the appointed time or to make the necessary arrangements for their absence.

- (A) Members who are ill should make every effort to call in at least one hour before the Member day begins.
- (B) A Member's failure to follow the prescribed procedure for absence may result in loss of pay.

3.02 PERSONAL LEAVE

3.021 Up to three (3) days of personal leave shall be granted within each contract year. Personal leave days cannot be used to extend holidays or holiday periods unless approved by the Superintendent or Chief Talent Officer. Personal leave days do not accrue and may not be changed to sick leave once approved. These days may be taken as full or as half days.

3.022 Personal leave shall not be taken on:

- (A) The day immediately following or preceding a holiday or other break, unless approved by the Superintendent or Chief Talent Officer;
- (B) The last student day of the school year;
- (C) The first ten days of the school year;
- (D) The Mondays and Fridays after April 30th.

Exceptions to A – D above include:

- (A) Emergencies beyond the control of the Member;
- (B) Graduations;
- (C) Weddings;
- (D) Religious Observance;
- (E) Other extenuating circumstances as approved by the Superintendent or Chief Talent Officer.

3.023 Unpaid days may not be used immediately before and/or after a personal leave day unless approved by the Superintendent or Chief Talent Officer.

3.024 Any Member who is on personal leave when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the Member would have received if school had been in session on such days. No deduction from use of personal leave days shall be made.

3.025 An application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. Emergency conditions may prevent the possibility of advance notice; in such instances appropriate forms will be completed upon return to duty.

3.026 Under extreme extenuating circumstances, or for religious observances, the Superintendent or Chief Talent Officer may grant additional days of personal leave.

If all three (3) personal leave days have been used for religious observances and a need arises for use of personal leave after such usage, the Superintendent or Chief Talent Officer, may grant additional days of personal leave.

3.027 Members who end the regular school year with unused personal leave days shall select one of the following options:

Converting the days to sick leave on an equal basis;

Rollover two (2) personal days for the following school year, to a maximum of five (5) days in which the five (5) days can be used together no more than once every five (5) years;

Receiving the substitute rate of pay for each unused personal leave day; or

Reserve up to two (2) days cumulative for purpose of adoption.

A Member who does not notify the Treasurer's office by May 1st of his/her intent to receive substitute pay for any unused days, reserved days for adoption or rollover days shall automatically have such days converted to sick leave.

3.03

JURY DUTY

When a Member is called for jury duty, is subpoenaed as a witness or is involved in court action as a result of his/her employment (other than as a plaintiff), he/she should provide proper notice. The Board will pay the Member his/her regular per diem pay. The Member shall surrender to the Treasurer any payment received as a result of such duty. It is the responsibility of the Member to collect for his/her court services.

3.04

PROFESSIONAL LEAVE

Approval and reimbursement are subject to the following criteria:

3.041 Attendance at national meetings held at destinations of beyond one hundred twenty-five (125) miles, one way, and requiring overnight accommodations shall be approved by the Board. Applications to attend such meetings shall be submitted for Board approval ninety (90) days in advance of the scheduled meeting. The ninety (90) days advance notice may be waived with administrative approval.

3.042 Members may attend local professional meetings, conferences, subject matter meetings, school visitations and athletic clinics less than one hundred twenty-five (125) miles, one way,

which are judged by the Superintendent to be in the best interest of the schools. Applications for such events shall be made ten (10) days in advance.

- 3.043 Attendance at sporting events, tournaments, etc. shall be submitted for consideration under the Personal Leave portion of the contract. Expenses incurred as a result of attending such events shall be borne by the Member involved. Exceptions will be made when a supplemental contract responsibility requires attendance at such events.
- 3.044 Where it is deemed appropriate, the principal and/or his/her designee may request a Member who attends a professional workshop or meeting to provide a brief written or oral report to other Members. The Member shall be told prior to workshop attendance of this requirement.
- 3.045 Where possible, it will be the practice to approve one Member only to attend professional meetings. Exceptions to this rule may be made upon Member request and/or recommendation by the principal or his/her designee and with the approval of the Superintendent.
- 3.046 When an administrator directs that a Member attend a professional workshop or meeting, Member expenses will be reimbursed in full.
- 3.047 Reimbursement schedule for Member-initiated professional leave days shall be reimbursed as follows:

(A) Mileage

As agreed in Section 4, Article 4.08.

(B) Air Transportation

\$150 is the maximum to be paid for air travel.

(C) Meals

The maximum reimbursement per day for meals shall be \$30. Receipts must be presented for payment. Alcoholic beverages and tips may not be included for reimbursement. Banquets, luncheons, etc. must be included in the \$30 allotment.

(D) Registration Fees

The maximum reimbursement for registration fees shall be \$150.00.

(E) Lodging

\$50 per Member per night is the maximum to be paid for lodging. When feasible, motel/hotel expenses should be kept at a reasonable figure by sharing rooms.

3.05 CHILD REARING LEAVE

- 3.051 Child rearing leave for a newborn or newly adopted child shall be granted for up to twelve (12) consecutive months or until the termination of a limited contract (whichever occurs first), without pay. The twelve (12) months shall commence immediately following the expiration of sick leave as provided in Article 3.012, Section A. Extensions may be granted at the discretion of the Board.

- 3.052 A Member shall submit a written notice to the Superintendent and/or designee no later than thirty (30) days prior to the anticipated date of the Member's last workday, advising the Superintendent and/or designee of the date that this leave is to begin and the anticipated date of return.

The thirty (30) day notification will be waived in the case of adoption. However, the Member will provide a written notice, advising of the anticipated date of return.

- 3.053 Upon the return of the Member from an approved leave of absence, the Member shall return to a position for which the Member is certificated.

A Member wishing to return with less than three (3) weeks remaining in a semester, may be required to extend the leave until the first day of the next semester.

- 3.054 The term of the Member's contract shall not be extended by child rearing leave and in the event that a Member's limited contract expires while on child rearing leave, the Member's contract will be renewable or nonrenewable in accordance with the terms of this agreement. However, the Member's contract shall not be non-renewed because he/she is on child rearing leave.

- 3.055 The Board recognizes that the granting of unpaid child rearing leave does not preclude a Member from also exercising his/her statutory rights to sick leave in accordance with the statutory law of Ohio and this agreement.

- 3.056 The Board and the Member shall continue paying their shares of any insurance premiums in which the Board participates under Article 4.12 for the first twelve (12) weeks of child rearing leave. If the Member's leave is for longer than twelve (12) weeks, he/she shall assume full premium payment for the remainder of the leave.

3.06 MILITARY LEAVE

Any regular Member who may be conscripted into the armed services of the United States for service or training shall be granted a military leave. Such Members shall be reinstated into their positions in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made in accordance with Sections 3319.14 of the Ohio Revised Code.

3.07 ASSAULT LEAVE

- 3.071 The Board shall grant up to a maximum of ten (10) days assault leave to any Member who is absent due to physical disability from an assault which occurs in the course of Board employment. Such Member will be maintained on full pay status during the period of such absence and such leave shall not be charged against the Member's earned or earnable sick leave.

- 3.072 The Board shall require a Member to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave can be approved.

3.073 Under extremely unusual circumstances involving serious injury, the ten (10) day limitation may be extended.

3.074 Any Member applying for assault leave shall cooperate with the law enforcement agencies. The Board shall provide the Member with release time necessary to cooperate with said agencies.

3.08 SABBATICAL LEAVE

Sabbatical leave may be granted pursuant to Section 3319.131 of the Ohio Revised Code.

3.09 UNPAID LEAVES

3.091 Upon the written request of a Member, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional, or other purposes and shall grant such leave where illness or other disability is the reason for the request. With his/her request, the Member shall state the purpose for the leave and, if it is for medical reasons, the Member shall supply a statement from a physician stating the period of time the Member will be unable to return to work because of illness.

3.092 While on leave, the Member shall be entitled to continue on the group insurance plans, provided he/she pays the premiums for said coverage to the Treasurer each month.

3.093 At the expiration of the leave, the Member shall be offered a position for which he/she is certified.

3.094 This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for nonrenewal.

3.095 With the exception of leaves taken for illness or other disability, the Member shall notify the Board in writing on or before February 15th that he/she plans to return at the start of the next school year. The Board may elect to waive this requirement for a Member who fails to notify in time due to unforeseen circumstances.

A Member wishing to return with less than three (3) weeks remaining in a semester may be required to extend the leave until the first day of the next semester.

3.10 ADOPTION LEAVE

At the time of adoption, a Member may use up to two (2) calendar weeks of sick leave during the school year for the adoption of a child. Additionally, a Member may use his/her allotted three (3) personal leave days plus up to two (2) additional personal leave days which had been previously reserved for purpose of adoption by the Member in accordance with 3.027.

3.11 PRACTICING FAITH LEAVE

Any Member may flex up to two (2) days for religious holidays observed by his/her established religious faith for which the school calendar does not already provide time off. The flex day(s) shall be taken during a holiday established on the calendar. These days shall not be considered personal days or sick leave. Notice of intent to use practicing faith leave must be made in writing to the Chief Talent Officer by September 1 of the current school year.

SECTION 4
Compensation

ARTICLE

4.01	PAY PERIODS
4.02	SALARY PLACEMENT
4.03	ASSOCIATION DUES DEDUCTION
4.04	STRS BOARD PICK-UP
4.05	SEVERANCE PAY
4.06	NATIONAL BOARD CERTIFICATION
4.07	SUPPLEMENTAL CONTRACTS
4.08	MILEAGE REIMBURSEMENT
4.09	TUITION AND PROFESSIONAL LEARNING REIMBURSEMENT
4.10	LIFE INSURANCE
4.11	VISION INSURANCE
4.12	MEDICAL INSURANCE
4.13	DENTAL INSURANCE
4.14	FLEXIBLE SPENDING ACCOUNT
4.15	STUDENT TUITION CHARGE
4.16	SALARY STUDY COMMITTEE

SECTION 4 - COMPENSATION

4.01

PAY PERIODS

- 4.011 Members shall be paid every other Tuesday beginning no earlier than two (2) weeks after the school year begins.
- 4.012 Members shall receive their payroll via direct deposit with electronic pay stubs sent to the Member via the Member's password protected district email account. A Member may request in writing to the Treasurer that their electronic payroll stub be sent to a non-district email account.

The Treasurer's office provides the established pay dates each calendar year.

4.02

SALARY PLACEMENT

- 4.021 (A) Members Newly Hired:

(1) **Not Retired Under STRS**

Each such Member shall be given credit for up to ten (10) years of service outside the district, whether private or public or up to five (5) years of military service in the armed forces of the United States or a combination of both, not to exceed ten (10) years.

(2) **Retired Under STRS**

Each such Member shall be given credit for up to ten (10) years of service outside the district, whether private or public or up to five (5) years of military service in the armed forces of the United States or a combination of both, not to exceed ten (10) years. Any Member hired under this provision shall remain at Step ten (10) on the salary schedule.

- (B) Members Returning to Bargaining Unit:

(1) **Not Retired Under STRS**

Each such Member shall be given full credit for years at Mason which may exceed ten years. If such years are less than ten, the Member shall be given credit for other private or public service outside the district and/or military service which together with Mason credit does not exceed ten (10) years.

(2) **Retired Under STRS**

Each such Member shall be given credit for years at Mason not to exceed ten (10) years. If such years are less than ten, the Member shall be given credit for other private or public service outside the district and/or military service which together with Mason credit does not exceed ten (10) years. Any Member hired under this provision shall remain at Step ten (10) on the salary schedule.

In addition to the years counted under (A) or (B) above, the Board may, at its option and discretion, give full or partial credit for other years of service in public or private teaching outside the district.

The provisions of this Section 4.021 shall replace and supersede any conflicting provisions of the Ohio Revised Code, including but not limited to Ohio Revised Code 3317.13 and Ohio Revised Code 3317.14.

- 4.022 One year's teaching experience shall be defined as not less than one hundred-twenty (120) days of teaching during a given school year.
- 4.023 For proper placement on the salary schedule, the Member shall furnish an official transcript of credits, a valid teaching certificate and, if Armed Forces credit is to be granted, a copy of discharge papers to the Treasurer no later than September 15th. Upon receipt of such information, the Member shall be placed on the proper step of the salary schedule, effective the beginning of the Member's contract year.
- 4.024 Current Members who earn additional credit for advancement on the salary schedule shall submit an official transcript of credits to the Treasurer by September 15th. The Member shall be placed on the proper step/column of the salary schedule effective with the current school year. Members who submit transcripts by January 15th shall be placed on the proper step/column of the salary schedule, effective with the first pay in February. The coursework must be from an accredited institution approved by the Ohio Department of Education. Such list of institutions shall be made available to any Member, upon request.
- 4.025 Newly hired Members have sixty (60) calendar days from the first contractual workday to submit all documents required for salary placement. If all such documents are submitted during this sixty (60) day period, any salary adjustments will be made retroactive to the first contractual day. If all such documents are submitted after the sixty (60) day window, any salary adjustment will go into effect on the day such documents are submitted.
- 4.026 For credit on the MA+ 15 and the MA+ 30 columns the hours must be graduate semester hours or the quarter hour equivalent and obtained after a Member has earned his/her Master's degree.
- 4.027 Effective with the 2016-17 school year, when a Member reaches Step 23 on the salary schedule, she/he will be credited with two (2) accelerated steps (Being placed at Step 25) provided the Member was employed by Mason City Schools and impacted by the step freezes in the 2012-13 and 2013-14 school years.

For initial implementation of this provision in 2016-17, any Member currently at Step 23 and above will be credited with the two (2) accelerated steps.

4.03 ASSOCIATION DUES DEDUCTION

- 4.031 The Board agrees to deduct from the wages of any employee-Member of the Association, the dues, initiation fees and assessments of the Association and its affiliates, upon presentation of a written deduction authorization from any Member of the Association. These deductions shall be without cost to the Association or the Member.
- 4.032 Members must sign and deliver to the Treasurer an authorization before October 1st of each year requesting Membership dues of the Association and its affiliates to be that said Member gives written notice to the Treasurer of the Board to discontinue such deductions or

employment with the Board terminates. Any Member hired or becoming eligible for Membership after October 1st shall be entitled to payroll deduction of dues on a schedule determined by the Treasurer of the Association and the individual Member.

- 4.033 The total amount of money to be deducted in a year for Association dues shall be divided into twenty (20) equal installments. The first deduction shall be on the second paycheck in October. Such deductions shall be transmitted to the Treasurer of the Association within fifteen (15) days of deduction.
- 4.034 All monies deducted for such purposes shall be transmitted to the Association not more than fifteen (15) days following the collection via electronic transfer to an account designated by the Association. Accompanying each deposit, the Board shall include a complete listing of the names of the Members for which a payroll deduction was made.
- 4.035 In the event an employee severs employment or cancels their Membership outside of the cancellation period defined in this contract, the Treasurer of the Board shall deduct all owed and remaining dues from the employee's next check immediately following such notification.
- 4.036 OEA Fund for Children and Public Education (FCPE) deductions shall be made in twenty-six (26) equal pays. Such deductions shall be transmitted to the Treasurer of the Association within fifteen (15) days of deduction.
- 4.037 A Member who wishes to cancel payroll deduction of dues may do so by notifying the Treasurer of the Association and the Treasurer of the Board, in writing, between August 1st and August 31st. This cancellation will be effective for the dues that are payable beginning with the 2nd payroll in October, per section 4.033.

4.04

STRS BOARD PICK-UP

The Board herewith agrees to implement the salary reduction method of the "pick-up" of Member retirement contributions to the State Teachers Retirement System on the following terms and conditions:

- (A) The total contribution paid by the Member will be picked up (tax sheltered) and paid on behalf of each Member.
- (B) The "pick-up" will be uniform for all Members in the bargaining unit. Member participation shall not be optional.
- (C) The amount picked up by the Board will not reduce the Member's or the Board's contributions to STRS.
- (D) Earnings will include the amount of the Member's contribution to STRS and such picked up amount may be included in computing final average salary for retirement purposes.
- (F) In the event of an adverse ruling by IRS with regard to employer "pick-up" or in the event of any other adverse ruling by a court of law or federal, state, or local agency holding this procedure invalid, the Association and the Board agree to discontinue the procedure.

4.05

SEVERANCE PAY

- 4.051 A Member retiring from active service with the Board after ten (10) or more full years of service with the Board shall be paid one-fourth ($\frac{1}{4}$) the value of his/her accrued, but unused, sick leave

credit, at the time of retirement through the State Teachers' Retirement System, to a maximum of seventy-five (75) days.

- 4.052 A Member retiring from active service with the Board with less than ten (10) years of service with the Board shall be paid the following percentage of the formula set forth in 4.051 above:

Five Years	-	70%
Six Years	-	70%
Seven Years	-	70%
Eight Years	-	90%
Nine Years	-	90%

- 4.053 This payment shall be based upon the Member's rate of pay at retirement and shall eliminate all accrued and unused sick leave credit.

- 4.054 Separation pay shall be paid, according to the above formula, to the beneficiary of a Member who dies while actively employed with the Mason Board of Education.

- 4.055 Super Severance Eligibility

(A) Despite the formula established in Sections 4.051 and 4.052 above, a Member who retires at the end of the school year in which he/she either (a) becomes "first eligible" to retire with actuarially reduced benefits, pursuant to STRS laws and regulations; or (b) becomes "first eligible" to retire with unreduced benefits, pursuant to STRS laws and regulations, and does retire, on or before July 31, 2023, shall be eligible to receive one-half (1/2) the value of his/her accrued but unused sick leave accumulation.

(B) Members who meet the eligibility requirements of the STRS transition and meet the eligibility requirements of Section 4.055 of the Collective Bargaining Agreement by being "first eligible" and that retire between August 1, 2023 and July 31, 2026, shall be eligible to receive thirty-five percent (35%) of the value of his or her accrued but unused sick leave accumulation.

(C) The STRS chart that specifies "first eligible" is attached in the appendix for clarity purposes.

- 4.056 A Member who has been hired after he/she retired through the STRS is not entitled to receive severance pay when his/her employment is discontinued with the Board.

4.06 NATIONAL BOARD CERTIFICATION

The following article (4.06) applies to any Member who is a Member prior to the 2016-17 school year and holds National Board Certification, is in the process of recertification renewal, or in the process of initially obtaining a National Board certificate. The process of renewal or initial obtainment of the certificate must be completed by June 30, 2017, in order to be considered for the stipend, (i.e. all necessary items must have been appropriately submitted by June 30, 2017).

A Member holding National Board Certification shall be paid an annual \$2,500.00 stipend by the Board for 10 years, while continuing to hold National Board Certification.

Any Member who recertifies his/her National Board Certification after the initial certification expires shall be paid an annual stipend by the Board of \$1,000.00 for 10 years, while continuing to hold National Board Certification.

4.07

SUPPLEMENTAL CONTRACTS

4.071 Posting and Filling Supplemental Positions

Supplemental Contracts shall be one-year in duration and will automatically expire without any Board action. If an incumbent is not interested in or is not offered the position for the following school year, said position shall be posted for seven (7) days. Any Member indicating an interest shall be interviewed prior to any external applicant.

4.072 Review Committees

During the term of this agreement it may be necessary to review supplemental positions. The Committees defined below have the authority to make the following recommendations:

- A) Adding a position;
- B) Deleting a position;
- C) Moving a position on the supplemental schedule;
- D) Amending a job description

(A) The Athletic Council will be responsible for any athletic supplemental position. The composition of the Athletic Council is:

- Athletic Director
- Assistant Athletic Director
- High School Principal/Designee
- Superintendent/Designee
- Middle School Athletic Director
- Four (4) Coaches appointed by the Association President, with an effort to insure that two (2) of the coaches are from female teams and two (2) coaches are from male teams
- Association President/Designee
- Chief Talent Officer
- A Board Member

Should said meetings occur during contract day hours, the Association Members on the committee shall be provided release time to attend.

(B) The Arts and Activity Council will be responsible for any fine arts or activity supplemental positions. The composition of the Arts and Activities Council is:

- Activities Director
- High School Principal/Designee
- Middle School Principal/Designee
- Superintendent/Designee
- Performing Arts Teacher/Advisor appointed by the Association President
- Visual Arts Teacher/Advisor appointed by the Association President
- One (1) large group activity advisor appointed by the Association President
- One (1) small group activity advisor appointed by the Association President
- Association President/Designee
- Chief Talent Officer
- A Board Member

Should said meetings occur during contract day hours, the Association Members on the committee shall be provided release time to attend.

- (C) The Faculty Advisory Committees (FAC) in each building will be responsible for any supplemental assigned solely to the respective school building, not assigned to the Athletic nor Arts and Activities Councils.
- (D) Each Council or Committee shall post on the district intranet system the procedure to be followed in making requests to the committee and will meet annually to consider supplemental positions.
- (E) After any review, the Council or Committee shall submit its recommendations to the Board and the Association Executive Committee for final approval. A memorandum of understanding shall be developed between the parties to finalize any changes.

4.073 Payment of Supplemental Salary

Upon written request from the Member, withholding taxes will be withheld from supplemental salaries at a rate designated by the Member. Coaching supplementals shall be paid three (3) times annually, by separate checks, following the fall, winter and spring sports seasons. Other supplemental contracts shall be paid annually at a time designated by the Treasurer, unless otherwise agreed between the Association and Treasurer.

4.074 Supplemental Salary Index off Base Salary

- (A) Salaries for supplemental contracts shall be calculated using index factors off the base salary (BA Step 0) for each school year.
- (B) The index factor scale and supplemental contract positions are reflected in Section 5, Forms and Schedules commencing on page 123.

4.075 Placement on Salary Schedule

A Member's prior experience will be reviewed for initial placement on the supplemental salary schedule. Experience is defined as holding a supplemental contract or volunteering in a Board-approved position at the elementary, secondary or collegiate level in the area of the supplemental contract position. Experience outside the District will be considered as long as it is in the same area/activity. It is the responsibility of the Member to provide documentation of experience outside the District.

4.076 Sharing a Supplemental Contract Position

Members can choose to share a supplemental contract's responsibilities and salary upon the approval of the appropriate administrator. The amount of the contract shall be based upon the appropriate experience rate of the Members performing duties of the contract. For example, if a supplemental contract is shared between an advisor with fifteen (15) years of experience and another with four (4) years of experience, then the fifteen (15) year advisor will receive a prorated salary based upon Step Fifteen (15) while the four (4) year advisor will receive a prorated salary based on Step Four (4).

4.08

MILEAGE REIMBURSEMENT

Mileage shall be paid at the same rate as used by the IRS. The rate will be rounded up to the highest cent. A Member who is required to travel from building to building as part of his/her regular duty, or required to use his/her own automobile as part of his/her responsibilities, shall be paid such mileage. Members shall turn in mileage at least once per school year but no later than June 15th.

4.09

TUITION AND PROFESSIONAL LEARNING REIMBURSEMENT

4.091 An annual fixed budget amount of \$100,000 shall be available for reimbursement of actual tuition costs incurred by Members for approved courses on the graduate level, completed at accredited universities and colleges prior to the commencement of classes in the budget year and for the reimbursement of registration fees incurred by Members for approved professional learning.

Members shall be reimbursed for:

(A) Their actual tuition costs, to a maximum of nine (9) semester hours or thirteen and one-half (13.5) quarter hours unless the total amount requested for reimbursement exceeds the amount available in that year;

(B) Their actual registration costs, to a maximum of one thousand dollars (\$1,000) per year, for professional learning occurring outside the contract day or year, unless the total amount requested for reimbursement exceeds the amount available in that year.

In such event that the total requests for reimbursements exceeds the amount available in that year, payment to all Members shall be reduced so that all Members are paid an equal percentage of the tuition or professional learning costs approved for reimbursement. Any part of the fixed budget amount for a given year which is not disbursed shall be added to the total amount for the following year.

4.092 For tuition reimbursement, the work must be either in the field of education or in the Member's area of certification/teaching.

All work must be taken through or from an accredited college or university on a quarter or semester basis, unless approved by the Superintendent.

4.093 This payment shall be paid to qualifying Members by December of each year, in accordance with forms and procedures established by the District Treasurer. A Qualifying Member is defined as being employed by the Board as a Member of the Association's Bargaining Unit at the time he/she enrolled/completed the course and at the time of reimbursement.

4.094 To qualify for tuition reimbursement the Member must present proof of earned credit (grade C or better) in order to be paid. To qualify for professional learning reimbursement the Member must present proof of participation in the professional learning (i.e. session agenda with notes or certificate of completion).

4.095 Reimbursement requests must be submitted to the Chief Talent Officer by September 15th of each school year.

4.10

LIFE INSURANCE

The Board shall provide a fifty thousand dollar (\$50,000) face value term life and accidental death and dismemberment insurance policy for each Member.

4.11

VISION INSURANCE

The Board shall pay one-hundred percent (100%) of the base cost of vision insurance for all Members.

4.111 Such policy shall meet or exceed the following:

Examination: One in any 12-month period
Lenses: One in any 12-month period
Frames: One in any 24-month period
Deductible: None

4.12

MEDICAL INSURANCE

4.121 Health care coverage as described below shall be available to all Members employed under a limited or continuing contract.

4.122 Coverage will begin with the first day of the plan year for new school year hires and those experienced Members enrolling during the open enrollment period.

For a Member hired at other times during the school year, coverage will begin on the date of hire.

If the Member is hired between the first (1st) day of the month and the fourteenth (14th) day of the month he/she shall pay the full employee portion of the monthly premium.

If the Member is hired between the fifteenth (15th) day of the month and the last day of the month he/she shall pay half of the employee portion of the monthly premium.

4.123 The coverage will continue until one of the following conditions occur:

- (A) If a Member resigns during the contract year, his/her coverage will terminate on the last day of the month in which the Member worked at 12:00 midnight.
- (B) If the Member works a full contract year and resigns or is non-renewed, his/her coverage will terminate on August 31st midnight.
- (C) If the Member works the full contract year and retires, his/her coverage will terminate the night before his/her effective date of retirement at 12:00 midnight.

4.124 The following shall be the percentage paid by each party for the medical insurance premium:

- (A) Effective with the 2018-19 school year, the Board shall pay ninety percent (90%) and the Member shall pay ten percent (10%).
- (B) Effective with the 2023-24 school year, the Board shall pay eighty-five percent (85%) and the Member shall pay fifteen percent (15%)

- 4.125 The Board will provide a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for all eligible Members of the bargaining unit who qualify under IRS rules. Coverage for Members who do not qualify for the HSA under IRS rules is addressed in Section 4.1218. The plan will maintain the same covered services provided by the medical plan in effect immediately prior to the effective date of the HDHP with HSA. The plan year shall run from September 1st through August 31st.
- (A) The deductible for a single plan shall be \$2,000.00 per plan year.
- (B) The deductible for a family plan shall be \$4,000.00 per plan year.
- 4.126 Preventative services as reasonably identified by the Member's service provider shall be covered at 100% and not subject to the deductible stated in 4.125 above.
- 4.127 Once the deductible is reached, all insurance claims, including prescriptions will be paid at 100% for the duration of the plan year subject to the lifetime maximum.
- 4.128 The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in 4.125 above subject to the lifetime maximum.
- 4.129 A Health Savings Account (HSA) shall be available for each Member who qualifies for it and who elects coverage under the HDHP. The Board's contribution to a qualifying Member's HSA account is:
- | | |
|---------|------------|
| Single: | \$1,000.00 |
| Family: | \$2,000.00 |
- 4.1210 For Members hired after September 1st of each year, or Members needing coverage due to a qualifying event, the Board will contribute an amount equal to the annual contribution, depending on the type of plan selected by the Member, for the plan year divided by twelve (12) and then multiplied by the number of full months remaining in the plan year. Exception will be if the Member's eligible medical claims payments exceed the amount of the single or family deductible. In such cases, the Board will contribute an amount equal to the Member's claims/payments until the Board's annual normal contribution for the plan year is met.
- 4.1211 A Member may elect to contribute to his/her HSA consistent with IRS regulations by payroll deduction.
- 4.1212 The district will contract with a financial institution of its choice to establish the HSA account which will include a debit card without monthly fees. A Member may elect to transfer funds to an alternative financial institution, assuming all costs for any fees and IRS consequences that may be associated with this alternative.
- 4.1213 The Board shall contribute into each Member's account 50% of its required share on September 1st of each plan year; the additional 50% will be contributed on March 1st of each plan year.
- 4.1214 In the event a Member's account balance is not sufficient to pay for eligible medical claims, and the service provider does not allow for a workable payment plan, the Board will advance to the Member's HSA account an amount necessary to pay for eligible claims on the following conditions:

- (A) The maximum amount of the advance is equal to the full amount of the deductible less the Member and Board contributions already made.
- (B) The Member signs a promissory note indicating that he/she will pay the advanced amount in full should he/she leave the employ of the Board.
- (C) The Member's ongoing payroll deduction for plan contributions to his/her HSA account be sufficient to repay his/her portion of the deductible that had been advanced by end of plan year.

4.1215 A Member must notify the district Treasurer when any of the following occurs:

- (A) Marital status changes;
- ~~(B) Marriage of a dependent covered by the plan;~~
- (B) Death of spouse or dependent child.

When a Member changes from a single to a family plan the family deductible as defined in 4.125 above shall immediately apply. The Board's annual contribution would be recalculated based on the number of months on single and the number of months on family times the monthly value of each plan's contributions. . If the change occurs prior to the March 1st contribution, a prorated family contribution will be deposited into the Member's HSA within thirty (30) days from the effective date of the change. The Member will then receive the regular family Board contribution on March 1st. If the change occurs after the second Board payment has been made, the prorated contribution at the new level will be deposited within thirty (30) days from the effective date of the change.

When a Member changes from a family to a single plan the single deductible as defined in 4.125 above shall immediately apply. If the change occurs prior to the March 1st Board contribution, the member will still receive the applicable single contribution on March 1st. If the second payment has already been made when the change in status is complete, the Member shall not be required to reimburse the Board.

4.1216 Spouse Coverage

- (A) When both the husband and wife are Members, either one family plan or two single plans shall be available. The type of policy shall be decided by the Members.
- (B) A Member's spouse who is eligible to receive health insurance coverage through his/her employer must enroll in such plan on at least a single enrollment basis.

A spouse is considered to be eligible for his/her employer's health insurance plan if:

- The access is continuous (i.e., non-seasonal) and reasonable group coverage is available, and
- The spouse works more than twenty (20) hours in an average work week, and
- The spouse is not required to pay more than forty-five percent (45%) of the premiums

- (C) A spouse shall not be required to enroll in his/her employer provided health insurance plan if the only plan available is a High Deductible Health Plan with a Health Savings Account (HDHP with HSA) (which per IRS rules does not allow for secondary coverage) or the IRS does not allow for secondary coverage for any plan(s) offered by the spouse's employer.

When the spouse has enrolled in a health insurance plan maintained by his/her employer, coverage for the spouse under the Board provided plan shall be limited to secondary coverage when the Member carries a family plan.

The Member shall provide all information required to administer this provision through the enrollment form/process or by completion of the Spousal Determination Form distributed by the Board by August of each year. Failure to provide accurate information may result in the Member having to repay any contributions, premiums, premium reimbursements or claims paid by the Board.

- (D) Any Member who is an employee prior to the 2016-17 school year, shall be reimbursed up to \$2,000 annually for the difference in net premium payments from that required of his/her spouse's employer and the payment amounts required by the Board's plan. See addendum.

- 4.1217 Members enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said Members the High Deductible Health Plan (HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the Member will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at 100% by the plan for the balance of the plan year subject to the lifetime maximum.

- 4.1218 If the Board elects to change insurance carriers, the Association and Members shall be notified at least sixty (60) days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

Network Discounts for services will be extended to all services from network providers. The exception may be when a service provider is not within the designated plan network. In such cases, the claim will still be eligible for coverage but the discounts may be less than the in network service providers.

4.1219 Health Care Committee

The Health Care Committee shall be composed of four representatives appointed by the President, the President/designee and the Vice-President, four representatives of the Board and a representative from the other employee groups. To the extent possible, Members of the parties bargaining teams should be included on the committee.

The committee shall be charged with the following responsibilities: reviewing insurance costs, reviewing plan design, exploring program additions and/or modifications, examining utilization patterns, cost containment options, and reviewing any coverage issues that a Member may experience, the development of a wellness program and any other issue the committee deems necessary to enhance the insurance program.

The insurance committee shall meet quarterly or at the request of any Member of the committee. At the start of each school year the Association President and Chief Talent Officer will establish the meeting dates for the year. Cancellation of said meetings will occur only by

mutual agreement of the President and Chief Talent Officer. Committee Members shall be paid the curriculum rate for meetings occurring outside the school day. The Chief Talent Officer shall serve as chair of the committee and shall record and publish minutes of all meetings.

A quorum is five Members of the committee. All decisions of the committee shall be achieved by consensus, i.e. a majority of the committee Members present shall agree with the decision.

The committee shall regularly be provided with insurance data, including enrollment levels, claims paid versus premiums and such other data as deemed necessary to facilitate the committee's decisions.

In addition to representatives from the contracted health insurance companies and the Board's insurance broker, the Board and the Association may have a consultant of its choice attend any committee meeting provided that advance notice is provided to the other party. In addition, the committee shall be authorized to utilize the services of any consultant/advisor, subject to prior approval from the Board for any associated costs.

Any changes or modification in coverage and program design, shall not be implemented until approved by the Association and the Board. If both parties do not approve the committee's recommended changes, then the plan will continue unchanged for the succeeding benefit year.

Each year the work of the committee shall include a review of the anticipated premium levels for the succeeding benefit year. The committee may request that an independent actuary verify the estimated premiums to validate the premium increases.

If the anticipated cost of premiums for the succeeding year will be ten percent (10%) or more, the committee shall recommend plan design changes to ensure that the premium increases are less than ten percent (10%). If the committee does not make necessary changes or the changes are not approved by the Board or the Association, the plan design will not change and any premium amount over ten percent (10%) shall be borne by the Member.

The committee shall finalize and submit its recommendations to the Board and the Association by June 30th of each year. Nothing in this article shall prevent the committee from recommending plan design or other changes to the plan, including those specifications designated in this article, if those changes are warranted.

4.13 DENTAL INSURANCE

4.131 Dental insurance coverage is available to all Members.

4.132 The Board shall pay an amount equal to one hundred percent (100%) of single or family plan.

4.133 Coverage shall be as follows:

(A) Dental benefits are paid on a usual, customary and reasonable basis.

(B) Basic dental benefits are paid accordingly:

(1) 100% - Preventive and diagnostic (deductible waived)

(2) 80% - Oral surgery, basic restorative, endodontics and periodontics

(3) 60% - Major restorative

(4) 60% - Orthodontia

(C) Deductible:

(1) Single - \$25 per calendar year

(2) Family - \$50 per calendar year

(D) Basic dental maximum - \$1,500 per calendar year

(E) Orthodontic maximum - \$2,500 (to age 19)

(F) All dependents up to and through age 26

4.134 If the Board elects to change insurance carriers, the Association and Members shall be notified at least sixty (60) calendar days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

4.14 FLEXIBLE SPENDING ACCOUNT

A Member shall have the option of participating in a limited Flexible Spending Account (FSA) for dependent care expenses programs. These will include Healthcare FSA (for Members who are not HSA eligible), Limited Purpose FSA (for Members who are HSA eligible, and Dependent Care FSA.

4.15 NON-RESIDENT STUDENT ENROLLMENT

(A) Member may choose to enroll his/her children in grades K-12 in the Mason City Schools through the Board's open enrollment policy and shall be given priority enrollment over any other open enrollment applicant.

(B) This section is not applicable to preschool and does not permit Members who reside outside the Mason City School District to enroll their children in the Mason City School District's preschool program.

4.16 SALARY STUDY COMMITTEE

The parties agree that during the term of this contract a salary study committee shall be formed. The Association President and the Superintendent/Designee shall each appoint five (5) Members to the committee. Each party may have a representative of its choice attend committee meetings.

The committee shall meet at least twice a year with the Association President and Chief Talent Officer establishing dates at the start of the school year. The Association President or designee and the Chief Talent Officer shall serve as co-chairs of the committee.

Any findings or recommendations by the committee shall be submitted to the negotiations teams.

SECTION 5 Forms

GRIEVANCE FORMS

Step I, Principal or Immediate Supervising Administrator
Step II, Superintendent or Designee
Step III, Arbitration

NON-OTES EVALUATION FORMS

Summative Evaluation Report for:

- THERAPISTS, including Speech/Language Pathologist, Physical Therapist, Certified Occupational Therapist, Certified Occupational Therapist Assistant, Physical Therapist Assistant, OR Speech/Language Pathologist Assistant
- MEDIA SPECIALIST
- SCHOOL PSYCHOLOGIST

OTES/OSCES EVALUATION FORMS

Professional Growth Plan
Improvement Plan
OTES Rubric
Walkthroughs/Informal Observations
Off-Cycle Observation Form
OSCES Rubric

LEAVE FORMS

Absence From Duty Form
Request to Attend Professional Meeting
Personal Leave Form
Tuition Reimbursement Request

SALARY SCHEDULES

2021-2022
2022-2023
2023-2024
Supplementals

MASON CITY SCHOOLS

GRIEVANCE FORM

(This form consists of three pages)

Step I – Principal or Immediate Supervising Administrator

Name(s) of Grievant _____ Date Submitted _____

Type of Grievance _____ Individual _____ Group _____ Association

Statement of Grievance (attach additional page if needed) _____

Relief Sought (attach additional page if needed) _____

Date on which informal discussion occurred with principal or immediate supervising administrator _____

Signature of Grievant _____

.....

Hearing Date _____
(within 7 days after receipt of grievance)

Step I Response (within 7 days after hearing): _____

Signature of Principal or
immediate supervising administrator

Date

cc: Grievant
Association
Chief Talent Officer
Superintendent

Step II – Superintendent or Designee

The purpose of this form is to appeal the grievance to Level II, Superintendent or Designee.

Date of Appeal _____
(filed within 7 days of receipt of decision at Step I)

Signature of Grievant _____

.....
Hearing Date _____
(within 7 days after receipt of appeal)

Step II Response (within 7 days after hearing)

Signature of Superintendent/Designee

Date

cc: Grievant
Association
Chief Talent Officer
Superintendent

Step III - Arbitration

The purpose of this form is to appeal the grievance to Step III, Arbitration.

Date of Appeal _____
(filed within 7 days of receipt of decision of Step II)

Signature of Grievant _____

Signature of Association President _____

.....

cc: Grievant
Association
Chief Talent Officer
Superintendent



SUMMATIVE EVALUATION REPORT

SPEECH/LANGUAGE PATHOLOGIST, PHYSICAL THERAPIST, OCCUPATIONAL THERAPIST
REGISTERED, CERTIFIED OCCUPATIONAL THERAPY ASSISTANT, PHYSICAL THERAPIST
ASSISTANT, OR SPEECH/LANGUAGE PATHOLOGIST ASSISTANT

NAME: _____ SCHOOL YEAR: _____

ASSIGNED AREA: _____ BUILDING(S): _____

Does Not Meet: Performance fails to meet the stated criteria
Needs Improvement: Demonstrates an inconsistency in meeting the stated criteria
Meets Standard: Effectively meets the stated criteria
Comments: Needs Improvement or Does Not Meet (Standard)

A. CURRICULUM	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Develops appropriate curriculum based IEP, as well as lesson plans based on IEP. Instructs to the IEP.				
Comments: _____				
2. Uses a variety of instructional techniques and age appropriate materials.				
Comments: _____				
3. Implements positive behavior management techniques.				
Comments: _____				
4. Documents progress toward IEP goals and maintains appropriate records.				
Comments: _____				
5. Attends IEP meetings and contributes to the team discussion.				
Comments: _____				

B. PROFESSIONAL DEVELOPMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Attends district discipline specific meetings.				

Comments: _____

2. Seeks opportunities for professional development in the area of his/her own professional discipline.				
--	--	--	--	--

Comments: _____

C. MODEL/MENTOR	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Follows standards of ethical conduct as defined by the Ohio Licensure Board.				

Comments: _____

2. Maintains positive relationships with students and teachers.				
--	--	--	--	--

Comments: _____

3. Responds positively to suggestions from district administrators and supervisors.				
--	--	--	--	--

Comments: _____

4. Follows state and federal regulations, as well as division and department guidelines.				
---	--	--	--	--

Comments: _____

5. Instructs parents and teachers on use of techniques and equipment.				
--	--	--	--	--

Comments: _____

D. ASSESSMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Selects, administers, and interprets appropriate formal and informal evaluations.				

Comments: _____

-
- 2.** Communicates all necessary written reports and information in a professional manner.

--	--	--	--

Comments: _____

-
- 3.** Follows all time lines for assessment and reporting as defined in policies and procedures.

--	--	--	--

Comments: _____

-
- 4.** Secures permission to test, reviewing rights and responsibilities with parents, and completing all draft reports in a timely manner.

--	--	--	--

Comments: _____

General
Comments: _____

THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:

_____ Recommended for _____ Contract

_____ Recommended for Continuing Contract

_____ Recommended for Termination

_____ Recommended for Non-Renewal

_____ On Continuing Contract

SIGNATURES:

Evaluator: _____ Date: _____

Employee: _____ Date: _____



SUMMATIVE EVALUATION REPORT

MEDIA SPECIALIST

NAME: _____ SCHOOL YEAR: _____

ASSIGNED AREA: _____ BUILDING(S): _____

Does Not Meet: Performance fails to meet the stated criteria
Needs Improvement: Demonstrates an inconsistency in meeting the stated criteria
Meets Standard: Effectively meets the stated criteria
Comments: Needs Improvement or Does Not Meet (Standard)

A. ADMINISTRATIVE PERFORMANCE	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Develops and directs functional media center rules and procedures.				
Comments: _____				
2. Trains and supervises both regular employees and volunteers (parents and/or students) who work in the media center.				
Comments: _____				
3. Creates an orderly, attractive atmosphere that promotes the use of the media center program, collection and services.				
Comments: _____				
4. Administrates the media resources and program to support a variety of learning activities.				
Comments: _____				
5. Administers the yearly media center budget.				
Comments: _____				

B. PROFESSIONAL DEVELOPMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Complies with policies and procedures within the school district.				
Comments: _____				
2. Is prompt, punctual and meets deadlines.				
Comments: _____				
3. Shows evidence of professional growth through in-service, workshops and/or attendance in appropriate local and state organizations.				
Comments: _____				
4. Demonstrates positive and effective interpersonal relations with students, teachers, administrators, other media personnel and the community.				
Comments: _____				
5. Demonstrates knowledge of up-to-date print and electronic information tools and current media technology.				
Comments: _____				
6. Provides and protects the right to access information for all students and faculty.				
Comments: _____				
7. Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical conditions of students and refers these to appropriate personnel.				
Comments: _____				
8. Observes and adheres to emergency procedures within the building.				
Comments: _____				

-
9. Advises administration promptly whenever an unsafe building condition is observed in the media center or school.

--	--	--	--

Comments: _____

C. INSTRUCTIONAL MATTERS

Not
Observed

Does Not
Meet

Needs
Improvement

Meets
Standard

1. Conducts orientation and provides instruction in use of the media center for students and teachers.

--	--	--	--

Comments: _____

2. Guides students in research.

--	--	--	--

Comments: _____

3. Provides instruction in the use of media resources and equipment.

--	--	--	--

Comments: _____

4. Maintains a working knowledge of the school curriculum and selects materials that are an important part of that curriculum.

--	--	--	--

Comments: _____

5. Works cooperatively with teachers to identify appropriate materials for teaching objectives.

--	--	--	--

Comments: _____

6. Works to establish rapport with students.

--	--	--	--

Comments: _____

7. Establishes and maintains control which creates an atmosphere conducive to learning/study/reading/research.

--	--	--	--

Comments: _____

D. TECHNICAL PERFORMANCE	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Supervises or executes the tasks of processing, organizing and circulating materials.				

Comments: _____

2. Maintains collection through systematic evaluation, inventory and weeding. One collection per year will be inventoried in each library.				
---	--	--	--	--

Comments: _____

3. Informs staff and students of available resources in an effective and timely manner.				
--	--	--	--	--

Comments: _____

General
Comments: _____

THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:

_____ Recommended for _____ Contract

_____ Recommended for Continuing Contract

_____ Recommended for Termination

_____ Recommended for Non-Renewal

_____ On Continuing Contract

SIGNATURES:

Evaluator: _____ Date: _____

Employee: _____ Date: _____



SUMMATIVE EVALUATION REPORT

SCHOOL PSYCHOLOGIST

PSYCHOLOGIST: _____ SCHOOL YEAR: _____

ASSIGNED AREA: _____ BUILDING(S): _____

Does Not Meet: Performance fails to meet the stated criteria
Needs Improvement: Demonstrates an inconsistency in meeting the stated criteria
Meets Standard: Effectively meets the stated criteria
Comments: Needs Improvement or Does Not Meet (Standard)

A. CURRICULUM	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Knowledge of district curriculum and curriculum based assessment tools.				

Comments: _____

2. Provides guidance and intervention strategies to staff regarding modifying curriculum for students.				
--	--	--	--	--

Comments: _____

3. Able to assess a student in relationship to district curriculum.				
---	--	--	--	--

Comments: _____

B. PROFESSIONAL DEVELOPMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Attends district and regional meetings focused on school psychology issues.				

Comments: _____

2. Seeks opportunities for professional development in the area of school psychology.				
---	--	--	--	--

Comments: _____

3. Participation in the Collaborative Problem-Solving Process.				
--	--	--	--	--

Comments:

C. MODEL/MENTOR	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Follows standards of ethical conduct as defined by the Ohio School Psychology Association and National Association of School Psychologists.				

Comments: _____

2. Maintains positive and collaborative relationships with students, parents and teachers.				
--	--	--	--	--

Comments: _____

3. Responds positively to suggestions from district administrators.				
---	--	--	--	--

Comments: _____

4. Follows state and federal special education regulations as well as division and department guidelines.				
---	--	--	--	--

Comments: _____

D. ASSESSMENT	Not Observed	Does Not Meet	Needs Improvement	Meets Standard
1. Selects, administers and interprets appropriate formal and informal evaluations.				

Comments: _____

2. Communicates all necessary written reports and information in a professional manner.				
---	--	--	--	--

Comments: _____

3. Follows all timelines for assessment and reporting as defined in policies and procedures.				
--	--	--	--	--

Comments: _____

4. Secures permission to test, reviewing rights and responsibilities with parents, and completing all draft reports in a timely manner.				
---	--	--	--	--

Comments: _____

General
Comments:

THIS SECTION TO BE COMPLETED FOR CONTRACT RECOMMENDATION/STATUS:

_____ Recommended for _____ Contract

_____ Recommended for Continuing Contract

_____ Recommended for Termination

_____ Recommended for Non-Renewal

_____ On Continuing Contract

SIGNATURES:

Evaluator: _____ Date: _____

Employee: _____ Date: _____

Professional Growth Plan - School Year _____

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: _____

Evaluator Name: _____

☐ Self-Directed
(Accomplished)

☐ Jointly Developed
(Skilled)

☐ Evaluator Guided
(Developing)

Building: _____

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s)	Action Steps & Resources to Achieve Goal(s)	Evidence Indicating Progress on the Goal(s) Qualitative or Quantitative Measurable Indicators:	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Desired Performance	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Evidence Indicating Progress on the Goal(s): Qualitative or Quantitative Measurable Indicators:

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher
Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.

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

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

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Teacher Name

Evaluator Name:

Building:

School Year

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections

	Element 2.2 Element 2.4 Element 2.5			communicate the connections to students.	to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence:</i> <i>analysis of student data, pre-conference, artifacts, student surveys</i>	Planning instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence:</i> <i>pre-conference, post-conference, formal observation,</i>	Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and

		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence:</i> <i>pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.

				students to plan instruction to meet student needs.	collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM

Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.

				targeted strategies for improving professional practice.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Formal Focused Observation Focus Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date**

Evaluator Signature _____ **Date**

Walkthroughs/Informal Observations

Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____

☐ Photocopy to Teacher

MASON OFF-CYCLE OBSERVATION FORM

This form shall be used for those teachers who have received either an accomplished rating or a skilled rating and are on the “off-cycle” for purposes of a formal evaluation. This form shall be completed after the evaluator has conducted a twenty (20) minute observation and provided to the teacher within 10 days. Either the teacher or principal may request a post observation conference if needed.

FOCUS OF OBSERVATION: Based on reflection of previous evaluation:

DATE OF OBSERVATION: _____

OBSERVATION CHECKLIST:

Check all areas listed below that were **DIRECTLY** observed during the observation. If not observed, leave blank.

Communicating with Students	Notes if Needed
<input type="checkbox"/> Clearly communicates instructional purpose of the lesson (Skilled) <input type="checkbox"/> Explains procedures and directions clearly (Skilled) <input type="checkbox"/> Explanation of content is well scaffolded, clear and Accurate (Skilled) <input type="checkbox"/> Connects explanation of content with students' knowledge and experience (Skilled) <input type="checkbox"/> Employs appropriate balance between teacher-directed instruction and student-led learning (Skilled) <input type="checkbox"/> Links the instructional purpose of the lesson to student interests (Accomplished) <input type="checkbox"/> Anticipates possible misunderstandings and confusion by clarifying content or presenting in multiple formats. (Accomplished) <input type="checkbox"/> Students contribute to extending the content and help explain concepts to their classmates (Accomplished)	
Questioning and Discussion Techniques	Notes if Needed
<input type="checkbox"/> Asks questions to promote thinking and understanding. (Skilled) <input type="checkbox"/> Creates a genuine discussion among students, providing adequate time for students to respond. (Skilled) <input type="checkbox"/> Engages most students in the discussion, ensuring that most students are heard. (Skilled) <input type="checkbox"/> Uses a variety of questions to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. (Accomplished) <input type="checkbox"/> Students formulate questions, initiate topics, and make unsolicited contributions. (Accomplished)	

<input type="checkbox"/> Students themselves ensure that all voices are heard in the discussion. (Accomplished)	
Engaging Students in Learning	Notes if Needed
<input type="checkbox"/> Most students display active intellectual engagement with important and challenging content aligned with the instructional outcome. (Skilled) <input type="checkbox"/> Virtually all students are intellectually engaged in challenging content aligned with the instructional outcomes. (Accomplished) <input type="checkbox"/> Instructional materials and resources engage students in the ownership of their learning. (Accomplished)	
Using Assessment in Instruction	Notes if Needed
<input type="checkbox"/> Assessment is used to monitor learning progress. (Skilled) <input type="checkbox"/> Accurate specific feedback from the teacher advances student learning. (Skilled) <input type="checkbox"/> Students appear to be aware of the assessment criteria. (Skilled) <input type="checkbox"/> Students self-assess and monitor progress. (Accomplished) <input type="checkbox"/> Both the teacher and students provide feedback that is accurate, specific, and advances learning. (Accomplished) <input type="checkbox"/> There is some evidence that students have contributed to the assessment criteria. (Accomplished)	
Demonstrating Flexibility and Responsiveness	Notes if Needed
<input type="checkbox"/> Makes minor adjustments as needed to instructional plans to accommodate student questions, needs, and interests. (Skilled) <input type="checkbox"/> Seizes a spontaneous opportunity to enhance learning and successfully adjusts or differentiates instruction to address individual student misunderstandings. (Accomplished)	

EVALUATOR COMMENTS (if needed): _____

TEACHER COMMENTS (if needed): _____

DATE COMPLETED OBSERVATION FORM WAS PROVIDED TO EDUCATOR: _____

Teacher's signature: _____

Date: _____

Evaluator's signature: _____

Date: _____

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

Ineffective	Developing	Skilled	Accomplished
The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Evidence				
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Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.</p> <p>The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.</p> <p>The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.</p>	<p>The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p> <p>The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.</p> <p>The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p> <p>The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.</p> <p>The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.</p> <p>The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.</p> <p>The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.</p>
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Bd Mtg. _____

MCS-501
Updated as of 7-2016

Mason City Schools
Absence From Duty Form

Employee's Name: _____ Bldg: _____

-- REASON FOR USE OF LEAVE --

___ 1. SICK LEAVE (see explanation on back)

___ Personal Illness/Injury (A)

___ Illness or Death in Immediate Family (B)

Relationship: _____

___ Illness or Death of Other (C)

Relationship: _____

___ 2. PERSONAL LEAVE

___ 6. ASSOCIATION LEAVE

___ 3. PROFESSIONAL LEAVE

___ 7. ASSAULT LEAVE

___ 4. JURY DUTY

___ 8. VACATION LEAVE

___ 5. DOCK/UNPAID

If more than five (5) days of sick leave was taken, please provide the following information:

Name of Physician: _____ Phone: _____

Address: _____

Total number of days on leave: ___ days List Dates Absent: _____

☐ Approved

Signature of Employee

☐ Not Approved

Signature of Principal/Supervisor

UPDATE WITH ELECTRONIC FORM

MASON CITY SCHOOLS

REQUEST TO ATTEND PROFESSIONAL MEETING**TO BE COMPLETED BY EMPLOYEE**Name(s) _____ Date of Request _____

Date of Meeting _____ Sponsor of Meeting _____

Short Description of Meeting

Estimated Expenses:

Lodging _____

Meals _____

Travel _____

Registration Fees _____

Other _____

TOTAL _____

Check One:

☐

Teacher Initiated

☐

Administrative Directed

A Request for Reimbursement Form should be filed
following the meeting or workshop.Original receipts must be attached to the reimbursement
form. Payment is made around the 15th of the month
following submission.**TO BE COMPLETED BY PRINCIPAL or SUPERVISOR**☐

RECOMMENDS

☐DOES NOT RECOMMEND_____
Signature of Principal/Supervisor**TO BE COMPLETED BY ASSISTANT SUPERINTENDENT**☐

APPROVES

☐

DISAPPROVES

Signature of Assistant Superintendent

REMARKS:

Bd Mtg. _____

MCS-504
Updated as of 7-2016

MASON CITY SCHOOLS
PERSONAL LEAVE REQUEST FORM

The undersigned is hereby making application for the use of personal leave as provided in the Ohio Revised Code 3319.142 and the Collective Bargaining Agreement.

TO BE COMPLETED BY EMPLOYEE

Date Submitted: _____

Print Name: _____

Building: _____

I hereby request personal leave for _____

Date(s)

I certify that this request is in compliance with the Collective Bargaining Agreement and/or Ohio Revised Code, and does not exceed a total of three personal days; is not being used the day immediately following or preceding a holiday or other break; is not being used immediately before or immediately after an unpaid work day; and (certified only) a) not on the last student day of the school year; b) not during the first ten days of the school year; and c) not on a Monday or Friday that falls after April 30 (unless approved beforehand).

Signature of Employee

TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR

This request for Personal leave is

☐

APPROVED

☐

DISAPPROVED

Date

Signature of Principal or Supervisor

FOLLOW-UP BY BUILDING SECRETARY

Copy of signed form returned to staff Member on this date: _____

MASON CITY SCHOOLS TUITION REIMBURSEMENT REQUEST

Staff Member's Name _____

Building Assignment _____

Date _____

I. DIRECTIONS FOR APPLYING

- A. Tuition reimbursement is for coursework taken from September 1st through August 31st, at the rate for that given year.
 B. All tuition reimbursement requests must be received by the Chief Talent Officer no later than September 15th.
 C. Requests are encouraged, but not required.
 D. Send reimbursement request to: Chief Talent Officer, Mason City Schools, 211 North East St., Mason, OH 45040.

II. ATTACHMENTS REQUIRED

- A. One (1) copy of grade report or transcript. Highlight courses for which you are applying for reimbursement.
 B. Receipt of payment. If vouchers were purchased, proof of payment must be included.
 C. University/College's description of course(s) (i.e. from Registration Catalog, Course Syllabus, etc.)

Application cannot be processed unless all three attachments are included.

III. COURSEWORK APPLICATION

Name of Course	# of Hours	Check One		Total Cost	For Office Use Only	
		Sem.	Qtr.		Approved	Disapproved

NOTE: Coursework for reimbursement must be in the field of education in general, or the Member's certification/teaching area. A maximum of 9 semester or 13.5 quarter hours may be used for reimbursement in any given year.

COMMENTS: For Office Use Only

Date _____

Chief Talent Officer's Signature _____

REVIEWED FOR PAYMENT: For Office Use Only

Amount Paid For Approved Courses _____

Percentage of Total Cost _____

Percentage Reimbursement _____

Date _____

Treasurer's Signature _____

MASON CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
2021-2022

Base Salary \$ 46,023

Step	Bachelor			150 Hours			Masters			Masters +15			Masters +30		
	Index	Salary Scale	Stipend	Index	Salary Scale	Stipend	Index	Salary Scale	Stipend	Index	Salary Scale	Stipend	Index	Salary Scale	Stipend
0	1.0000	\$ 46,023	\$ 1,381	1.0500	\$48,324	\$ 1,450	1.1000	\$50,625	\$ 1,519	1.1250	\$ 51,776	\$ 1,553	1.1500	\$ 52,926	\$ 1,588
1	1.0475	\$ 48,209	\$ 1,446	1.1010	\$50,671	\$ 1,520	1.1560	\$53,203	\$ 1,596	1.1860	\$ 54,583	\$ 1,637	1.2160	\$ 55,964	\$ 1,679
2	1.0950	\$ 50,395	\$ 1,512	1.1520	\$53,018	\$ 1,591	1.2120	\$55,780	\$ 1,673	1.2470	\$ 57,391	\$ 1,722	1.2820	\$ 59,001	\$ 1,770
3	1.1425	\$ 52,581	\$ 1,577	1.2030	\$55,366	\$ 1,661	1.2680	\$58,357	\$ 1,751	1.3080	\$ 60,198	\$ 1,806	1.3480	\$ 62,039	\$ 1,861
4	1.1900	\$ 54,767	\$ 1,643	1.2540	\$57,713	\$ 1,731	1.3240	\$60,934	\$ 1,828	1.3690	\$ 63,005	\$ 1,890	1.4140	\$ 65,077	\$ 1,952
5	1.2375	\$ 56,953	\$ 1,709	1.3050	\$60,060	\$ 1,802	1.3800	\$63,512	\$ 1,905	1.4300	\$ 65,813	\$ 1,974	1.4800	\$ 68,114	\$ 2,043
6	1.2850	\$ 59,140	\$ 1,774	1.3560	\$62,407	\$ 1,872	1.4360	\$66,089	\$ 1,983	1.4910	\$ 68,620	\$ 2,059	1.5460	\$ 71,152	\$ 2,135
7	1.3325	\$ 61,326	\$ 1,840	1.4070	\$64,754	\$ 1,943	1.4920	\$68,666	\$ 2,060	1.5520	\$ 71,428	\$ 2,143	1.6120	\$ 74,189	\$ 2,226
8	1.3800	\$ 63,512	\$ 1,905	1.4580	\$67,102	\$ 2,013	1.5480	\$71,244	\$ 2,137	1.6130	\$ 74,235	\$ 2,227	1.6780	\$ 77,227	\$ 2,317
9	1.4275	\$ 65,698	\$ 1,971	1.5090	\$69,449	\$ 2,083	1.6040	\$73,821	\$ 2,215	1.6740	\$ 77,043	\$ 2,311	1.7440	\$ 80,264	\$ 2,408
10	1.4750	\$ 67,884	\$ 2,037	1.5600	\$71,796	\$ 2,154	1.6600	\$76,398	\$ 2,292	1.7350	\$ 79,850	\$ 2,395	1.8100	\$ 83,302	\$ 2,499
11	1.5225	\$ 70,070	\$ 2,102	1.6110	\$74,143	\$ 2,224	1.7160	\$78,975	\$ 2,369	1.7960	\$ 82,657	\$ 2,480	1.8760	\$ 86,339	\$ 2,590
12	1.5700	\$ 72,256	\$ 2,168	1.6620	\$76,490	\$ 2,295	1.7720	\$81,553	\$ 2,447	1.8570	\$ 85,465	\$ 2,564	1.9420	\$ 89,377	\$ 2,681
13	1.6175	\$ 74,442	\$ 2,233	1.7130	\$78,837	\$ 2,365	1.8280	\$84,130	\$ 2,524	1.9180	\$ 88,272	\$ 2,648	2.0080	\$ 92,414	\$ 2,772
14	1.6650	\$ 76,628	\$ 2,299	1.7640	\$81,185	\$ 2,436	1.8840	\$86,707	\$ 2,601	1.9790	\$ 91,080	\$ 2,732	2.0740	\$ 95,452	\$ 2,864
17	1.7125	\$ 78,814	\$ 2,364	1.8150	\$83,532	\$ 2,506	1.9400	\$89,285	\$ 2,679	2.0400	\$ 93,887	\$ 2,817	2.1400	\$ 98,489	\$ 2,955
20	1.7600	\$ 81,000	\$ 2,430	1.8660	\$85,879	\$ 2,576	1.9960	\$91,862	\$ 2,756	2.1010	\$ 96,694	\$ 2,901	2.2060	\$ 101,527	\$ 3,046
23	1.8075	\$ 83,187	\$ 2,496	1.9170	\$88,226	\$ 2,647	2.0520	\$94,439	\$ 2,833	2.1620	\$ 99,502	\$ 2,985	2.2720	\$ 104,564	\$ 3,137
27	1.8550	\$ 85,373	\$ 2,561	1.9680	\$90,573	\$ 2,717	2.1080	\$97,016	\$ 2,910	2.2230	\$ 102,309	\$ 3,069	2.3380	\$ 107,602	\$ 3,228

* For the Masters +15 and +30 Columns:

Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions

\$23.42 per hour

Outdoor Education

\$156.15 per night

Summer School

BA 1 - \$34.56 per hour

*Effective with the 16-17 school year, when a member reaches step 23 on the salary schedule, he/she will be credited with two (2) accelerated steps (being placed at step 25) provied the member was continuously employed by Mason City Schools and was impacted by the step freezes in the 12-13 and 13-14 school years. For initial implementation of the provision in 16-17, any member currently at step 23 and above will be credited with two (2) accelerated steps.

* During the 21-22 school year only, members shall receive a one time three percent (3%) stipend based off his/her salary for the 21-22 school year.

MASON CITY SCHOOL DISTRICT	
CERTIFIED SALARY SCHEDULE	
2022-2023	
Base Salary	\$ 46,943

Step	Index	Bachelor Salary Scale	Index	150 Hours Salary Scale	Index	Masters Salary Scale	Index	Masters +15 Salary Scale	Index	Masters +30 Salary Scale
0	1.0000	\$ 46,943	1.0500	\$49,290	1.1000	\$51,637	1.1250	\$ 52,811	1.1500	\$ 53,984
1	1.0475	\$ 49,173	1.1010	\$51,684	1.1560	\$54,266	1.1860	\$ 55,674	1.2160	\$ 57,083
2	1.0950	\$ 51,403	1.1520	\$54,078	1.2120	\$56,895	1.2470	\$ 58,538	1.2820	\$ 60,181
3	1.1425	\$ 53,632	1.2030	\$56,472	1.2680	\$59,524	1.3080	\$ 61,401	1.3480	\$ 63,279
4	1.1900	\$ 55,862	1.2540	\$58,867	1.3240	\$62,153	1.3690	\$ 64,265	1.4140	\$ 66,377
5	1.2375	\$ 58,092	1.3050	\$61,261	1.3800	\$64,781	1.4300	\$ 67,128	1.4800	\$ 69,476
6	1.2850	\$ 60,322	1.3560	\$63,655	1.4360	\$67,410	1.4910	\$ 69,992	1.5460	\$ 72,574
7	1.3325	\$ 62,552	1.4070	\$66,049	1.4920	\$70,039	1.5520	\$ 72,856	1.6120	\$ 75,672
8	1.3800	\$ 64,781	1.4580	\$68,443	1.5480	\$72,668	1.6130	\$ 75,719	1.6780	\$ 78,770
9	1.4275	\$ 67,011	1.5090	\$70,837	1.6040	\$75,297	1.6740	\$ 78,583	1.7440	\$ 81,869
10	1.4750	\$ 69,241	1.5600	\$73,231	1.6600	\$77,925	1.7350	\$ 81,446	1.8100	\$ 84,967
11	1.5225	\$ 71,471	1.6110	\$75,625	1.7160	\$80,554	1.7960	\$ 84,310	1.8760	\$ 88,065
12	1.5700	\$ 73,701	1.6620	\$78,019	1.7720	\$83,183	1.8570	\$ 87,173	1.9420	\$ 91,163
13	1.6175	\$ 75,930	1.7130	\$80,413	1.8280	\$85,812	1.9180	\$ 90,037	2.0080	\$ 94,262
14	1.6650	\$ 78,160	1.7640	\$82,807	1.8840	\$88,441	1.9790	\$ 92,900	2.0740	\$ 97,360
17	1.7125	\$ 80,390	1.8150	\$85,202	1.9400	\$91,069	2.0400	\$ 95,764	2.1400	\$ 100,458
20	1.7600	\$ 82,620	1.8660	\$87,596	1.9960	\$93,698	2.1010	\$ 98,627	2.2060	\$ 103,556
23	1.8075	\$ 84,849	1.9170	\$89,990	2.0520	\$96,327	2.1620	\$ 101,491	2.2720	\$ 106,654
27	1.8550	\$ 87,079	1.9680	\$92,384	2.1080	\$98,956	2.2230	\$ 104,354	2.3380	\$ 109,753

* For the Masters +15 and +30 Columns:

Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions	\$23.89 per hour
Outdoor Education	\$159.27 per night
Summer School	BA 1 - \$35.25 per hour

*Effective with the 16-17 school year, when a member reaches step 23 on the salary schedule, he/she will be credited with two (2) accelerated steps (being placed at step 25) provided the member was continuously employed by Mason City Schools and was impacted by the step freezes in the 12-13 and 13-14 school years. For initial implementation of the provision in 16-17, any member currently at step 23 and above will be credited with two (2) accelerated steps.

MASON CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
2023-2024

Base Salary \$ 47,999

Step	Index	Bachelor Salary Scale	Index	150 Hours Salary Scale	Index	Masters Salary Scale	Index	Masters +15 Salary Scale	Index	Masters +30 Salary Scale
0	1.0000	\$ 47,999	1.0500	\$50,399	1.1000	\$ 52,799	1.1250	\$ 53,999	1.1500	\$ 55,199
1	1.0475	\$ 50,279	1.1010	\$52,847	1.1560	\$ 55,487	1.1860	\$ 56,927	1.2160	\$ 58,367
2	1.0950	\$ 52,559	1.1520	\$55,295	1.2120	\$ 58,175	1.2470	\$ 59,855	1.2820	\$ 61,535
3	1.1425	\$ 54,839	1.2030	\$57,743	1.2680	\$ 60,863	1.3080	\$ 62,783	1.3480	\$ 64,703
4	1.1900	\$ 57,119	1.2540	\$60,191	1.3240	\$ 63,551	1.3690	\$ 65,711	1.4140	\$ 67,871
5	1.2375	\$ 59,399	1.3050	\$62,639	1.3800	\$ 66,239	1.4300	\$ 68,639	1.4800	\$ 71,039
6	1.2850	\$ 61,679	1.3560	\$65,087	1.4360	\$ 68,927	1.4910	\$ 71,567	1.5460	\$ 74,206
7	1.3325	\$ 63,959	1.4070	\$67,535	1.4920	\$ 71,615	1.5520	\$ 74,494	1.6120	\$ 77,374
8	1.3800	\$ 66,239	1.4580	\$69,983	1.5480	\$ 74,302	1.6130	\$ 77,422	1.6780	\$ 80,542
9	1.4275	\$ 68,519	1.5090	\$72,430	1.6040	\$ 76,990	1.6740	\$ 80,350	1.7440	\$ 83,710
10	1.4750	\$ 70,799	1.5600	\$74,878	1.6600	\$ 79,678	1.7350	\$ 83,278	1.8100	\$ 86,878
11	1.5225	\$ 73,078	1.6110	\$77,326	1.7160	\$ 82,366	1.7960	\$ 86,206	1.8760	\$ 90,046
12	1.5700	\$ 75,358	1.6620	\$79,774	1.7720	\$ 85,054	1.8570	\$ 89,134	1.9420	\$ 93,214
13	1.6175	\$ 77,638	1.7130	\$82,222	1.8280	\$ 87,742	1.9180	\$ 92,062	2.0080	\$ 96,382
14	1.6650	\$ 79,918	1.7640	\$84,670	1.8840	\$ 90,430	1.9790	\$ 94,990	2.0740	\$ 99,550
17	1.7125	\$ 82,198	1.8150	\$87,118	1.9400	\$ 93,118	2.0400	\$ 97,918	2.1400	\$ 102,718
20	1.7600	\$ 84,478	1.8660	\$89,566	1.9960	\$ 95,806	2.1010	\$ 100,846	2.2060	\$ 105,886
23	1.8075	\$ 86,758	1.9170	\$92,014	2.0520	\$ 98,494	2.1620	\$ 103,774	2.2720	\$ 109,054
27	1.8550	\$ 89,038	1.9680	\$94,462	2.1080	\$101,182	2.2230	\$ 106,702	2.3380	\$ 112,222

* For the Masters +15 and +30 Columns:

Hours shall be graduate semester hours or the quarter equivalent and obtained after the Master's degree

Hourly Paid Positions	\$24.43 per hour
Outdoor Education	\$162.85 per night
Summer School	BA 1 - \$36.04 per hour

*Effective with the 16-17 school year, when a member reaches step 23 on the salary schedule, he/she will be credited with two (2) accelerated steps (being placed at step 25) provided the member was continuously employed by Mason City Schools and was impacted by the step freezes in the 12-13 and 13-14 school years. For initial implementation of the provision in 16-17, any member currently at step 23 and above will be credited with two (2) accelerated steps.

Mason City Schools
Supplemental Salary Schedule

A Level		Scale I				
		20+	15-19	10-14	5-9	0-4
		HS	0.196	0.191	0.186	0.181
	MS	0.176	0.171	0.166	0.161	0.156
	Elem.	0.156	0.151	0.146	0.141	0.136
		Scale II				
		20+	15-19	10-14	5-9	0-4
		HS	0.176	0.171	0.166	0.161
	MS	0.156	0.151	0.146	0.141	0.136
	Elem.	0.136	0.131	0.126	0.121	0.116
		Scale III				
		20+	15-19	10-14	5-9	0-4
		HS	0.156	0.151	0.146	0.141
	MS	0.136	0.131	0.126	0.121	0.116
	Elem.	0.116	0.111	0.106	0.101	0.096
		Scale IV				
		20+	15-19	10-14	5-9	0-4
		HS	0.136	0.131	0.126	0.121
	MS	0.116	0.111	0.106	0.101	0.096
Elem.	0.096	0.091	0.086	0.081	0.076	

B Level			Scale I	Scale II	Scale III	Scale IV
	HS/District		0.135	0.105	0.085	0.065
	MS		0.105	0.085	0.065	0.045
	Elem.		0.085	0.065	0.045	0.025

C Level			Scale I	Scale II	Scale III	Scale IV
	HS/District		0.065	0.045	0.027	0.019
	MS		0.063	0.043	0.027	0.019
	Elem.		0.061	0.041	0.027	0.019

	2021-22	2022-23	2023-24
Basketball Head Coach Boys- H.S.	10181	10384	10618
Basketball Head Coach Girls- H.S.	10181	10384	10618
Football Head Coach	10181	10384	10618

Mason City Schools
Supplemental Salary Schedule

Level A-Scale I

High School

Band - Marching Band - HS

Level A - Scale II

High School

World Language Teacher Leader - K-12

Wrestling - Head Coach - Boys - HS

Student Government Advisor - HS

Social Studies Teacher Leader - 9-12

Math Teacher Leader - 9-12

Science Teacher Leader - 9-12

Health/PE Teacher Leader K-12

Language Arts Teacher Leader - 9-12

Swimming Head Coach - HS

Level A - Scale III

High School

Cross Country - Head Coach - Girls - HS

Cross Country - Head Coach - Boys - HS

Soccer - Head Coach - Boys - HS

Track - Head Coach - Boys - HS

Soccer - Head Coach - Girls - HS

Track - Head Coach - Girls - HS

Volleyball - Head Coach - Girls - HS

Lacrosse - Head Coach - Boys - HS

Lacrosse - Head Coach - Girls - HS

Baseball - Head Coach - HS

Volleyball - Head Coach - Boys - HS

Softball - Head Coach - Girls - HS

Football - Defensive Coordinator - HS

Football - Offensive Coordinator - HS

Level A - Scale IV

High School

Applied Technology Dept. Teacher
Leader- HS

Business Technology Teacher Leader - 7
- 12

Cheer - Head Coach - Sideline - HS

Dance Team Advisor - HS

Golf - Head Coach - Boys - HS

Golf - Head Coach - Girls - HS

Guidance Teacher Leader - 9-12 - HS

Intervention Teacher Leader - HS

Library Teacher Leader - K-12

National Honor Society Advisor - HS

Performing Arts Teacher Leader - 7-12

School Psychology Teacher Leader

Speech and Debate Coach - HS

Technology Teacher Leader - HS

Tennis - Head Coach - Boys - HS

Tennis - Head Coach - Girls - HS

Visual Arts Teacher Leader - 7-12

Middle School

Guidance Teacher Leader - K-8

Intervention Teacher Leader - MM

Language Arts Teacher Leader - MM

Math Teacher Leader - MM

Science Teacher Leader - MM

Social Science Teacher Leader - MM

Elementary

Performing Arts Teacher Leader K-6

Visual Arts Teacher Leader - K-6

Mason City Schools
Supplemental Salary Schedule

Level B - Scale I

District

Professional Development Specialist

High School

Basketball - Assistant Coach - Boys - HS
Basketball - Assistant Coach - Girls - HS
Basketball - JV Coach - Girls - HS
Basketball - JV Coach - Boys - HS
Drama Director - Spring - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Football - Assistant Coach - HS
Wrestling - Assistant Coach - Boys - HS
Wrestling - Assistant Coach - Boys - HS
Wrestling - Assistant Coach - Boys - HS

Middle School

Basketball 7th Grade Coach- Boys - MM - Green
Basketball 7th Grade Coach - Boys - MM - White
Basketball 7th Grade Coach - Girls - MM - Green
Basketball 7th Grade Coach - Girls - MM - White
Basketball 8th Grade Coach- Boys - MM - Green
Basketball 8th Grade Coach - Boys - MM - White
Basketball 8th Grade Coach - Girls - MM - Green
Basketball 8th Grade Coach - Girls - MM - White
Football - Head 7th Grade Coach - MM - Green
Football - Head 7th Grade Coach - MM - White
Football - Head 8th Grade Coach - MM - Green
Football - Head 8th Grade Coach - MM - White
Wrestling - Head Coach - MM

Level B - Scale II

District

Professional Development Member - HS
Professional Development Member - MECC
Professional Development Member - MI
Professional Development Member - MM

High School

Assistant Marching Band Director - HS
Assistant Marching Band Director - HS
Assistant Marching Band Director - HS
Assistant Marching Band Director - HS
Assistant Marching Band Director - HS
Assistant Marching Band Director - Flag Corp- HS
Assistant Marching Band Director - Percussion- HS
Baseball - Assistant Coach - HS
Baseball - JV Coach - HS
Basketball - Freshman Coach - Boys - HS
Basketball - Freshman Coach - Boys - HS
Basketball - Freshman Coach - Girls - HS
Basketball - JV Coach - Boys - White - HS
Bowling - Head Coach - Boys - HS
Bowling - Head Coach - Girls - HS
Cheer - JV Coach - Sideline - HS
Choral Director - HS
Concert Band Director - HS
Football - Head Freshman Coach - HS
Orchestra Director - HS
Pop Acapella - HS
Site Manager - Fall - HS
Site Manager - Spring - HS
Site Manager - Winter - HS
Softball - Assistant Coach - Girls - HS
Softball - Assistant Coach - Girls - HS
Softball - JV Coach - HS
Visual Arts Exhibit Coordinator - HS
Volleyball - JV Coach - Girls - HS
Wrestling - Assistant Coach - Boys - HS
Wrestling - Assistant Coach - Boys - HS
Wrestling - Freshman Coach - HS

**Mason City Schools
Supplemental Salary Schedule**

Level B - Scale II (Cont'd)

Middle School

Cross Country - Head Coach - Boys – MM
 Cross Country - Head Coach - Girls – MM
 Football - Asst. 7th Grade Coach - MM
 Football - Asst. 7th Grade Coach - MM
 Football - Asst. 7th Grade Coach - MM
 Football - Asst. 7th Grade Coach - MM
 Football - Asst. 7th Grade Coach - MM
 Football - Asst. 8th Grade Coach - MM
 Football - Asst. 8th Grade Coach - MM
 Football - Asst. 8th Grade Coach - MM
 Football - Asst. 8th Grade Coach - MM
 Football - Asst. 8th Grade Coach - MM
 Track - Head Coach - Boys - MM
 Track - Head Coach - Girls - MM
 Volleyball - 7th Grade Coach - Girls - Green - MM
 Volleyball - 7th Grade Coach - Girls - White - MM
 Volleyball - 8th Grade Coach - Girls - Green - MM
 Volleyball - 8th Grade Coach - Girls - White - MM
 Wrestling - Assistant Coach - MM
 Wrestling - Assistant Coach - MM
 Wrestling - Assistant Coach - MM

Level B - Scale III

High School

Baseball - Freshman Coach - Green - HS
 Baseball - Freshman Coach - White - HS
 Cheer - Freshman coach - Sideline - HS
 Drama - Costume Coordinator - Spring - HS
 Drama - Technical Director - Spring
 Drama Director - Fall
 Drama Director - Winter
 Football - Assistant Freshman Coach - HS
 Football - Assistant Freshman Coach - HS
 Football - Assistant Freshman Coach - HS
 Lacrosse - JV Coach - Boys - HS
 Lacrosse - JV Coach - Girls - HS
 Mock Trial Coach - HS
 Soccer - Assistant Coach - Boys - HS
 Soccer - Assistant Coach - Girls - HS

Soccer - JV Coach - Boys - Green - HS

Soccer - JV Coach - Girls - Green - HS

Level B - Scale III (Cont'd)

High School

Softball - Freshman Coach - HS
 Student Government Assistant - HS
 Swimming - Assistant Coach - HS
 Swimming - Assistant Coach (D) - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Track Assistant Coach - HS
 Volleyball - Assistant Coach - Boys - HS
 Volleyball - Assistant Coach - Girls - HS
 Volleyball - Freshman Coach - Girls - HS
 Winter Guard Director - HS
 Winter Percussion Director - HS

Middle School

Cross Country - Assistant Coach - Boys - MM
 Cross Country - Assistant Coach - Boys - MM
 Cross Country - Assistant Coach - Girls - MM
 Cross Country - Assistant Coach - Girls - MM
 Golf - Head Coach - Girls - MM
 Golf - Head Coach - Boys - MM
 Site Manager - MM
 Softball Coach - Green - MM
 Softball – Assistant Coach – Green/White - MM
 Swimming - Head Coach - MM
 Tennis - Head Coach - Boys - Green - MM
 Tennis - Head Coach - Boys - White - MM
 Tennis - Head Coach - Girls - Green - MM
 Tennis - Head Coach - Girls - White - MM
 Track - Assistant Coach - MM
 Track - Assistant Coach - MM
 Track - Assistant Coach - MM

**Mason City Schools
Supplemental Salary Schedule**

Level B - Scale III (Cont'd)

Middle School

Track - Assistant Coach - MM
Track - Assistant Coach - MM
Track - Assistant Coach - MM
Track - Assistant Coach - MM
Track - Assistant Coach - MM
Yearbook Advisor - MM

Level B - Scale IV

District

Comet Skippers
Health Services Coordinator Liaison

High School

Academic Competition Advisor - HS
Chess Club Advisor - HS
Cross Country - Assistant Coach - Boys - HS
Cross Country - Assistant Coach - Girls - HS
Drama - Costume Coordinator - Fall - HS
Drama - Costume Coordinator - Winter - HS
Drama - Musical Vocal Director - HS
Drama - Pit Director - HS
Drama - Technical Director - Fall - HS
Drama - Technical Director - Winter - HS
Golf - JV Coach - Boys - Green - HS
Golf - JV Coach - Boys - White - HS
Golf - JV Coach - Girls - HS
Honor Society Advisor - HS
International Club Advisor - HS
Jazz Band Director - HS
Lacrosse - Assistant Coach - Boys - HS
Lacrosse - Assistant Coach - Girls - HS
Literary Magazine - HS
MIC - HS
Math Team Coach - HS
Library Teacher Leader – K-12

Level B - Scale IV (Cont'd)

High School

Library Teacher Leader – K-12
National Honor Society Assistant Advisor - HS
Photography Club Advisor - HS
Science Olympiad Advisor - HS
Soccer - JV Coach - Boys - White - HS
Soccer - JV Coach - Girls - White - HS
Speech & Debate Assistant Coach - HS
Sibs Advisor - HS
Swimming - Assistant Coach (F) - HS
Swimming - Diving Coach - HS
Tennis - Assistant Coach - Boys - HS
Tennis - Assistant Coach - Girls - HS
Tennis - JV Coach - Boys - HS
Tennis - JV Coach - Girls - HS
Transition Coordinator - HS

Middle School

Band Director - MM
Band Director - MM
Band Director - MM
Builders Club - MM
Cheer - Basketball Coach - Green - MM
Cheer - Football Coach - Green - MM
Dance Team Advisor - MM
Drama Club Advisor - MM
Math Team Advisor - MM
National Junior Honor Society Co-Advisor-MM
National Junior Honor Society Co-Advisor-MM
Orchestra Director - MM
Orchestra Director - MM
Science Fair - Coordinator - MM
Student Council Co-Advisor - MM
Student Council Co-Advisor - MM
Swimming - Assistant Coach - MM
Science Olympiad - MM

Mason City Schools
Supplemental Salary Schedule

Level C - Scale I

District

School Psychology Teacher Leader

High School

Masoncomets.org Webmaster - HS
Orchestra - Assistant - HS
Choral Accompanist - HS
Concert Assistant Band Director - HS
Concert Assistant Band Director - HS
Senior Class Advisor - HS
Yearbook Advisor - HS

Middle School

Elementary

Intervention Chairperson - MI

Level C - Scale II

High School

Audio Visual Club Advisor - HS
Baseball - Supervisor - HS
Baseball - Supervisor - HS
Baseball - Supervisor - HS
Comets in Action Advisor - HS
Cross Country - Assistant Coach - HS
Cross Country - Assistant Coach - HS
HERO - HS
Junior Class Advisor - HS
Mock Trial Assistant Coach - HS
Radio Club Advisor - HS
Science Fair Advisor - HS
Softball - Supervisor - HS
Softball - Supervisor - HS
Sports Information Director - Fall - HS
Sports Information Director - Spring - HS
Sports Information Director - Winter - HS
Track - Assistant Coach - HS

Level C - Scale II (Cont'd)

High School

Track - Assistant Coach - HS
Track - Assistant Coach - HS
Track - Assistant Coach - HS
The Chronicle Newspaper Advisor - HS
Young Women's Club Advisor - HS

Middle School

Choral Director - MM
Choral Director - MM

Elementary

Intervention Teacher Leader - ECC
Technology Teacher Leader - ECC
Technology Teacher Leader - MI

Level C - Scale III

High School

Cohorts in Sports - HS
Dance Team Assistant Advisor - HS
Dance Team Choreographer - HS
Key Club Advisor - HS
Mentoring Mason Men - HS
Pep Band Director - HS
Pep Band Director - HS
Science National Honor Society - HS
Spanish Honor Society Advisor - HS

Middle School

Dive Coach - MM
History Day Coordinator - MM
Intramural Director - MM
Power of the Pen Co-Advisor - MM
Power of the Pen Co-Advisor - MM
Science Fair - Support - MM
Writer's Guild - MM

**Mason City Schools
Supplemental Salary Schedule**

Level C - Scale III (Cont'd)

Elementary

Intervention Teacher Leader - MI
Intervention Teacher Leader - WR
Language Arts Teacher Leader - ECC Kdg
Language Arts Teacher Leader - ECC 1st
Language Arts Teacher Leader - ECC 2nd
Language Arts Teacher Leader - MI 4th
Language Arts Teacher Leader - MI 5th
Language Arts Teacher Leader - MI 6th
Language Arts Teacher Leader - WR 2nd
Language Arts Teacher Leader - WR 3rd
Math Teacher Leader - ECC Kdg
Math Teacher Leader - ECC 1st
Math Teacher Leader - ECC 2nd
Math Teacher Leader - MI 4th
Math Teacher Leader - MI 5th
Math Teacher Leader - MI 6th
Math Teacher Leader - WR 2nd
Math Teacher Leader - WR 3rd
Science Teacher Leader - ECC Kdg
Science Teacher Leader - ECC 1st
Science Teacher Leader - ECC 2nd
Science Teacher Leader - MI 4th

Level C - Scale III (Cont'd)

Elementary

Science Teacher Leader - MI 5th
Science Teacher Leader - MI 6th
Science Teacher Leader - WR 2nd
Science Teacher Leader - WR 3rd
Shared Resource/Curr.Room Coordinator - ECC
Social Studies Teacher Leader - ECC Kdg
Social Studies Teacher Leader - ECC 1st
Social Studies Teacher Leader - ECC 2nd
Social Studies Teacher Leader - MI 4th
Social Studies Teacher Leader - MI 5th
Social Studies Teacher Leader - MI 6th
Social Studies Teacher Leader - WR 2nd
Social Studies Teacher Leader - WR 3rd

Level C - Scale IV

High School

ASL Club - HS

Middle School

Art Club - MM
Chess Club - MM
Cupcake Club - MM

SECTION 6

DURATION

6.01 Provisions Contrary to Law

- 6.011 This Collective Bargaining Agreement supersedes and prevails over all statutes of the state of Ohio except as specifically set forth in Section ORC 4117.10(A), all civil service rules and regulations, administrative rules of the director of State Personnel and all policies, rules, and regulations of the employer. In the event of conflict between the provisions of this agreement and the Ohio Revised Code, this agreement shall prevail to the extent permitted by law.
- 6.012 Should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.
- 6.013 At the request of the Association, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the contractual dispute settlement procedure found in Section 1.0310 of the contract shall be utilized to resolve the dispute.

6.02 TERMS OF AGREEMENT

6.021 ALL PROVISIONS OF THIS AGREEMENT SHALL BE IN FORCE AND EFFECT FROM JULY 1, 2021 THROUGH JUNE 30, 2024

FOR THE ASSOCIATION

Maria Correale Mueller, MEA President _____ Date _____

Andy Wilson, MEA Vice President _____ Date _____

Hakim Oliver, Association Team Member _____ Date _____

Kelli Rich, Association Team Member _____ Date _____

Jennifer Schimpf, Association Team Member _____ Date _____

Renee Thole, Association Team Member _____ Date _____

Bonnie White, Association Team Member _____ Date _____

Ali Green, Association Team Member _____ Date _____

Daniel A. Ramos, OEA Representative _____ Date _____

FOR THE BOARD

Charles Galvin, Board President _____ Date _____

Jonathan Cooper, Superintendent _____ Date _____

Shaun Bevan, Treasurer _____ Date _____

Tonya McCall, Chief Talent Officer _____ Date _____

ADDENDUM
Spouse Health Insurance

As a means to explain Article 4.1216 Spouse Health Insurance coverage, the following examples are provided:

1. A Member participating in a family plan with Mason City Schools who **has a spouse but no children** whose spouse is eligible for insurance coverage through his/her employer but is not taking such coverage?

Spouse must take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually, less the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

2. A Member holding a single plan who **has a spouse but no children** whose spouse is taking health insurance coverage through his/her employer?

Spouse must continue to take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually, less the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

3. A Member holding a family plan who **has a spouse and eligible children** whose spouse is eligible for insurance coverage through his/her employer but is not taking such coverage?

Spouse must take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually. If the children become ineligible for medical coverage under Mason City School's health plan, then the reimbursement amount is reduced by the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

4. A Member holding a family plan who **has a spouse and eligible children** whose spouse is taking health insurance coverage through his/her employer?

Spouse must continue to take a medical health insurance plan at his/her place of employment. Member will receive reimbursement for spouse's premium payments for the spouse's employer's single plan up to a total of \$2,000 annually. If the children become ineligible for medical coverage under Mason City School's health plan, then the reimbursement amount is reduced by the difference between the family plan premium and the maximum employee deductible amount; and the single plan premium and the maximum employee deductible amount at Mason City Schools.

ADDENDUM

Job Sharing Employee Costs

As a means to explain Article 2.264 (F), the following examples are provided for the Plan Year beginning September 1, 2009. Job Share employee costs will be updated each Plan Year.

Family Coverage For Both

Total Cost	\$ 15,410.44
Employee Deductible	1,000.00
District Cost	<u>\$ 14,410.44</u>

	#1	#2	Total
Total Cost	\$ 15,410.44	\$ 15,410.44	\$ 30,820.88
Employee Deductible	1,000.00	1,000.00	2,000.00
Balance	\$ 14,410.44	\$ 14,410.44	\$ 28,820.88
Premium Shared	7,205.22	7,205.22	14,410.44
Net District Cost			<u>\$ 14,410.44</u>
Employee Premiums/Pay	\$ 300.22	\$ 300.22	

Single Coverage For Both

Total Cost	\$ 6,804.37
Employee Deductible	500.00
District Cost	<u>\$ 6,304.37</u>

	#1	#2	Total
Total Cost	\$ 6,804.37	\$ 6,804.37	\$ 13,608.74
Employee Deductible	500.00	500.00	1,000.00
Balance	\$ 6,304.37	\$ 6,304.37	\$ 12,608.74
Premium Shared			-
Net District Cost			<u>\$ 12,608.74</u>
Employee Premiums/Pay	\$ -	\$ -	

Family and Single Shared Pro-Rata

Total Cost	\$ 15,410.44
Employee Deductible	1,000.00
District Cost	<u>\$ 14,410.44</u>

	#1 (Single)	#2 (Family)	Total	
Total Cost	\$ 6,804.37	\$ 15,410.44	\$ 22,214.81	
Employee Deductible	500.00	1,000.00	1,500.00	
Balance	\$ 6,304.37	\$ 14,410.44	\$ 20,714.81	
Premium Shared	1,918.68	4,385.69	6,304.37	30.43%
Net District Cost			<u>\$ 14,410.44</u>	
Employee Premiums/Pay	\$ 79.95	\$ 182.74		