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CONTRACT BETWEEN

THE MADISON LOCAL EDUCATION ASSOCIATION

AND

THE MADISON LOCAL BOARD OF EDUCATION

EFFECTIVE AUGUST 1, 2015 THROUGH JULY 31, 2018

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PREAMBLE

The Board of Education of the Madison Local Schools, hereinafter called the Board, together with the Madison Local Education Association, hereinafter called the Association, recognize that the development and operation of education programs of the highest quality, for the benefit of the students and their communities, is a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent, the administrative staff, and the members of the bargaining unit.

ARTICLE I – PROFESSIONAL NEGOTIATIONS

A. RECOGNITION

The Board, the Superintendent, the administrative staff, and members of the bargaining unit can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience, and judgment of the others in resolving matters of concern which affect the quality of the educational program.

It is recognized that the Board has the responsibility and obligation to do all in its power to provide the necessary funding, facilities, supplies, and other services that are required by the teaching staff to carry out their educational responsibilities.

The Board declares that neither the Board nor representatives of the Board nor administrators will meet with, recognize, or confer with any members' organization or quasi-organization relative to negotiations, matters of professional concern, or other items of concern that would be within the scope of Association interest.

It is the purpose of this Contract to establish the relationship between the Board and the Association and to set forth one orderly procedure for the consideration and resolution o matters of concern.

This Contract shall supersede any rules, regulations, or practices of the board which shall be contrary or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

B. BARGAINING UNIT

1. The bargaining unit shall include all members a defined by ORC 3319.09 who are employed by the Board, including those members who are on an approved leave of absence or in a lay-off status, except for the following:

   a. Management level employees

   b. Supervisors

   c. Seasonal and casual employees as determined by the State Employment Relations Board.

2. Definitions:

   a. Management Level Employees:

      "Management level employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the prepar4ation for the conduct of collective negotiations, administer contracts, or have a major role in personnel administration. Assistant superintendents, principals, and assistant principals whose employment is governed by Section 3319.02 of the Revised Code are management level employees.

   b. Supervisor:

      "Supervisor" means any individual who has authority, in the interest of the Board, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline members; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

   c. Members:

      "Members" means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisor, superintendents, or in any other educational position for which the State Board of Education requires certification including persons having a certificate issued pursuant to Sections 3319.22 and 3319.31, inclusive, of the Revised Code and employed in an educational position, as determined by the State Board of Education, under programs provided for by federal acts or regulations and financed in whole or in part from federal funds, but for which no certification requirements for the position can be made under the provisions of such federal acts or regulations.

d. Member as Supervisor or Management Level Employee:

(1) No member as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor or a management level employee unless he is employed under a contract governed by Section 3319.01, 3319.011, or 3319.02 of the Revised Code AND assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised code OR is a supervisor certified under division (1) OF Section 3319.22 of the Revised Code.

(2) Members who are department chairmen or consulting members shall not be deemed supervisors.

(3) Any questions or disagreements with regard to the inclusions or exclusions of individuals of the bargaining unit shall be submitted to the State Employment Relations Board for determination. Such submission to SERB would normally be preceded by an effort on the part of the Association and the Board to clearly identify and resolve the problem in accordance with the provisions of ORC 4117.

e. Full-time: A member who is employed to perform a full day's work as defined by this Contract for a minimum of 120 days or more in a work year.

Part-time: A member who works less than a full day as defined by this Contract and/or less than the minimal standard of 120 workdays per work year.

f. Bargaining Unit Work: All work performed by a member(s) of the bargaining unit and any work that is similar to such work.

g. Seniority

(1) Seniority Defined

(a) Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

(1.1) Seniority shall begin to accrue from the first day worked in a bargaining unit position, within the required regular school calendar. This day shall not precede the first required teacher work day, or regular school calendar.

(1.2) Seniority shall accrue for all time a member is on active pay status or is receiving workers' compensation benefits.

(1.3) Time spent on inactive pay status (unpaid leave or layoff) shall contribute to the accrual of seniority and shall not constitute a break in seniority.

(1.4) Full-time members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.

(1.5) Part-time members shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.

(1.6) No member shall accrue more than one (1) year of seniority in any work year.

(2) Equal Seniority

(a) A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.

(b) Ties in seniority shall be broken by the following method to determine the most senior member;

(1.1) The member with the first day worked for the board on the regular school calendar; then

(1.2) The member with the earliest date of employment (date of hire); then

(1.3) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

(3) Super seniority

(a) For layoff purposes only, members employed under continuing contract shall have greater seniority than members employed under limited contract.

(b) For layoff purposes only, the Association president

shall be the most senior employee in the bargaining unit.

(4) Loss of Seniority

Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

(5) Posting of Seniority List

The seniority list shall be posted twice annually, by September 30th and January 15th of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating area of certification or license, current assignment (subjects and/or grade level), building, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. Said list shall be provided to the Association president on or before the date of posting or as may be otherwise required.

(a) The names of members on the seniority list shall appear in seniority rank order with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.

(b) The names of part-time members shall appear on the seniority list but shall be listed in accordance with seniority as defined in sub-paragraph g(1)(a)(1.5).

(6) Correction of Inaccuracies

Each member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents, in cooperation with the MLEA shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

C. PROCEDURES FOR NEGOTIATIONS

1. Recognition:

The board declares that it will recognize the Association as the sole and exclusive agent of the bargaining unit (as defined by Section B of this Article) for purposes of negotiations in accordance with Part C-4. The Association shall retain said recognition until such time as a new agent is determined in accordance with the procedures contained in this document.

2. Challenge:

Any change in the bargaining unit representative shall occur in accordance with ORC 4117.

3. Right to Organize

The right to organize shall be in accordance with ORC 4117.

4. Scope of Bargaining:

The scope of bargaining shall be in accordance with ORC 4117.

5. Initiation of Negotiations and Time Line for the Bargaining Process:

Either the Board or the Association may cause negotiations for a successor contract to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing contract that will result in a new successor contract. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association. The collective bargaining process shall commence no more than one hundred fifty (150) nor less than ninety (90) days prior to the expiration date of the existing Contract and shall be at a mutually acceptable time within seven (7) days of the date that the initiating notice was served.

6. While Negotiations are in Progress:

a. Recesses – The chairman of either group may recess his group for independent caucus at any time. Caucuses shall be of reasonable length.

b. Protocol – no action to coerce or censor or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.

c. Item Agreement – Tentative agreement on each negotiation item shall be reduced to writing and initialed by the spokesperson for

each party. Such initialing shall be construed as tentative agreement only.

d. Schedule of Meetings – Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

7. Disagreement – shall be resolved as prescribed by ORC 4117.

8. Negotiating Team:

The Board and the recognized members' organization shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5) members each. Each team is to announce the name of its spokesperson. Neither side will have any control over the selection of the representatives of the other side. While no final contract shall be executed without ratification by the members' organization and the Board, the parties mutually pledge that their representatives will be clothed with sufficient power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two observers to each meeting. Such observers shall be without the right to speak. If an alternative form of bargaining, such as IBB, is agreed upon by both sides, then the established rules of that particular form of bargaining will be followed.

9. Meetings:

The Superintendent or his designated representative shall meet at reasonable times with representatives of the members' group in order to exchange facts, opinions, and to weigh proposals in a sincere effort to reach agreement on all matters submitted for negotiations. Each party is expected to deal openly and fairly with the other and to conduct such negotiations in good faith.

10. Exchange of Information:

The request for information by the members' representatives and the request for information by the Superintendent shall be willingly given so long as it pertains to the issues under discussion and is considered part of the public record. The Board and the members' representatives will incur no special expense in providing such information to the requesting party.

11. Progress Reports:

Progress reports may be issued to the news media during negotiations provided that such release shall be in writing and have prior approval of the two designated spokespersons.

It has been the practice of the Association team to issue general progress reports concerning negotiations to the Association membership. It shall also be the practice of the Superintendent of Schools to issue progress reports relative to negotiations to the administrators of the Madison Local District.

12. Final contract reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total contract, and submitted by the Association to the membership for ratification. Upon ratification by the Association, the contract shall be submitted to the Board for adoption or rejection. The Board must make said adoption or rejection within fifteen (15) calendar days of the date of member ratification. If the contract is ratified by the Association and adopted by the Board, it shall become a part of the minutes of the Board and a part of the contract between the Board and the Association.

    Within two (2) weeks of the final printing, examination copies will be provided to the Association President by the Board. Copies of this Contract shall be printed at the expense of the Board and presented to the Association President within thirty (30) days of the adoption of a contract and/or modification(s) of the existing contract. The Board shall provide enough full copies for each bargaining unit member plus fifty (50) extra copies

ARTICLE II – GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. DEFINITIONS

1. A “grievance” is defined as a complaint involving the alleged claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment as may be a part of the written contract entered into between the Board of Education and the Madison Local Education Association.

2. An “aggrieved person” or “grievant” is the member, group of members, or the Association alleging that a violation exists that is in accordance with Part 1 above.

3. The term “member” shall refer to all certified employees of the Board who are eligible for membership in the Association as defined in Article I,

Section B.

4. A “group or class action grievance” shall have risen out of similar circumstances affecting two or more members.

5. A “party in interest” is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

6. The word “day” as used in this article shall mean a day during the regular school year when school is in session including parent/teacher conference days and professional meeting days, but excluding calamity days.

C. RIGHTS OF THE MEMBERS AND ASSOCIATION AND GENERAL PROCEDURES

1. A grievant or a party in interest may be represented at any and all stages of the grievance procedure as required by this article, by a person of his/her choosing from the Association, a representative of the Association or of the legal profession.

   The grievant and the Association President shall receive notice of the date, time, and place of all hearings under this procedure. The Association shall be entitled to have representation of its choosing at all hearings whether or not it is representing the grievant. The adjustment of the grievance shall not, under any circumstances, be inconsistent with the terms of this Contract.

2. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

3. The initiation of a grievance shall be at the lowest level. However, when a grievance is filed involving members from more than one (1) building, or is a class action grievance, or if the grievant believes that the principal/immediate supervisor is without authority to decide the issue, or when the grievance is filed by the Association, the grievance may be filed directly to Level three (Superintendent).

4. Disciplinary action shall not be taken by any parties involved in the grievance procedure against the aggrieved person, any Association representative, any member of the Grievance Committee, or any participant in the grievance procedure by reason of such participation, providing ethical procedures are followed.

5. An Association representative and/or grievance committee member(s) may assist in the writing of any grievance, but not during pupil contact time.

6. Grievances shall be filed on an official form available from the Association

building representatives, or officers.

7. Grievance and related documents will not be placed in the personnel file of a member

8. The Board and the Administration shall cooperate with the Association in its investigation of any grievance, and shall furnish the Association with the necessary information as required for the processing of any grievance.

9. Every effort will be made to avoid the involvement of students in all phases of the grievance procedure.

10. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

11. The MLEA President shall receive a copy of all grievances, decisions, or appeals at Level Two and above.

12. The MLEA President or his/her designee shall have the right to attend any or all grievance hearings at Level Two and above.

13. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

14. A grievance may be withdrawn by the Association at any time without prejudice.

D. LIMITS

1. The number of days at each level shall be considered as maximum and every effort should be made to expedite the process.

2. Time limits may be extended by mutual agreement of the aggrieved and the administrative representative at the level involved.

3. If the grievance is not filed at Level Two or if filed pursuant to Article II C (3) at Level Three within sixty days after the grievant knew or should have known of the act upon which the grievance is based, the grievance shall be waived.

4. Failure of the grievant to follow proper steps and sequence in pursuing redress of the grievance shall cause the grievance to be dropped. If the Board fails to adhere to the proper steps, time limits, and sequence of procedures, the relief sought in the grievance shall be granted.

E. PROCEDURE

LEVEL ONE (Informal)

A grievant shall discuss his grievance with his principal or immediate superior either by himself or with an Association representative, with the objective of resolving the grievance informally unless the grievance situation is filed in accordance with Section C, Part 3 of this article. When a grievance is to be filed in accordance with Section C, Part 2, such discussion may be initiated, by the grievant, with the Superintendent.

LEVEL TWO

1. If the grievance is not resolved informally within five (5) school days or in the event the informal step is not utilized, the grievant may file a grievance in writing (three copies) with the appropriate supervisor, with a copy to the President of the Association.

2. Within three (3) school days of receipt of the written grievance, the appropriate supervisor shall meet with the grievant and/or the President of the Association and/or his/her designee in an effort to resolve the grievance.

3. The appropriate supervisor shall render a written decision within three (3) school days following statement two above. The statement shall include the reason for this decision based upon the circumstances of the grievance. One copy shall go to the aggrieved, one to the building principal or immediate supervisor, and one to the President of the Association.

LEVEL THREE

1. If the grievance is not resolved at Level Two, the grievant may refer the grievance to the Superintendent within five (5) school days of receipt of the written decision rendered by the appropriate supervisor.

2. Within three (3) school days of receipt of a written grievance, the Superintendent or in the event of the Superintendent's absence, his designee shall meet with the grievant and/or the President of the Association and/or his/her designee in an effort to resolve the grievance.

3. The Superintendent or his designee shall render his decision within three (3) school days following this meeting. The decision shall include reasons based upon the circumstances of the grievance. One copy shall go to the grievant and one to the President of the Association.

LEVEL FOUR

1. If the grievance is not resolved at Level Three, the grievant may refer the grievance to the Board of Education within five (50 school days of the receipt of the written decision rendered by the Superintendent.

2. At the next regularly scheduled Board of Education meeting after the receipt of a written grievance, the Board of Education shall meet with the grievant and/or the President of the Association in an effort to resolve the grievance.

3. The Board of Education shall render its decision within three (3) school days following the meeting. The decision shall include reasons based upon the circumstances of the grievance. One (1) copy shall go to the grievant and one (1) to the President of the Association.

LEVEL FIVE

1. If the grievance is not resolved at Level Four, the Association may submit to arbitration within ten (10) days after the receipt of the Level Four decision. The Association will notify the Board that the grievance will be submitted.

2. If the Superintendent, the Board, or their designee and the Association and/or the Association representative cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall limit his decision to the application cited in the grievance.

3. The Association, at its option, may require that the grievance be processed through the Expedited labor Arbitration Rules of the American Arbitration Association. Should this option be exercised by the Association, such rules would be adhered to for the selection of an arbitrator as well as the arbitration proceedings.

4. Authority of the Arbitrator

   The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issues(s) submitted for arbitration and shall have no authority to determine any other issues(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

5. The cost of arbitration will be paid by the Board if the decision is in favor of the grievant; if the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties.

ARTICLE III – EVALUATION AND CONTRACTS

A. TEACHING EMPLOYEES COVERED BY THIS PROCEDURE

This Procedure applies to any person employed under a teacher's license or a professional or permanent teacher's certificate in accordance with law, or a permit Issued under O.R.C. 3319.301, and who spends at least fifty percent (50%) of his or her time providing content-related student instruction.

B. CREDENTIALED EVALUATORS

It is the intent of the Board to have individual building administrators conduct each of their teacher's evaluations. However, in situations deemed necessary by the Superintendent, the right to assign other administrators will be maintained.

C. EVALUATION AND TIMELINE REQUIREMENT

1. <u>All Teachers</u>

a. Teachers not subject to paragraphs b. and c. below, shall be evaluated using at least two (2) formal observations of at least thirty (30) minutes each. Evaluations may include periodic classroom walkthroughs by the evaluator.

b. Those teachers who are on limited or extended limited contracts pursuant to O.R.C. 3319.11 and who are under consideration for nonrenewal, shall be evaluated using at least three (3) formal observations of at least thirty (30) minutes. Evaluations may include periodic classroom walkthroughs by the evaluator.

c. A teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated once every two years. A teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated via two formal observations and periodic classroom walkthroughs.

d. Members rated skilled or accomplished, who are not being formally evaluated in a given year, will have an informal observation completed by the member's evaluator using the following forms. Appendix P will be completed and submitted by the member prior to the observation and may be used in lieu of a preconference. Appendix Q will be discussed in a post conference.

Informal Observation Lesson Plan Appendix P

2. Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit. Evaluations will only be conducted by management personnel of the Board who are licensed by the State Department of Education in one or more of the following areas: principal, director, superintendent, or assistant superintendent.

3. The first classroom observation for a formal evaluation shall occur prior to December 15.

    a. A conference relative to the evaluation shall be held with the member within five (5) days of the observation.

    b. If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

    c. Prior to a second formal evaluation, follow-up observations with interim conferences shall occur with regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

4. A second evaluation shall be scheduled prior to March 31, but not before January 1.

    a. A conference relative to the evaluation shall be held with the member within five (5) days of the observation.

    b. If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

    c. Prior to a third formal evaluation, follow-up observations with interim conferences shall occur with regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

5. If a member may be considered for non-renewal, then a third observation shall be scheduled prior to May 1.

    a. A conference relative to the evaluation shall be held with the member within five (5) days of the observation. If the results of the evaluation are sufficient to cause consideration of non-

renewal, said reasons shall be provided in writing at the time of the conference. This does not preclude introduction of additional material during the hearing process.

6. Each observation will be followed within five (5) school days by a conference between the evaluator and the member. The purpose of this conference will be to review the results of the observations and to generally discuss it.

7. The evaluator shall have completed the written evaluation prior to the conference. The member shall be given the opportunity to add to his/her written comments to the evaluation and will be asked to sign the form. Such signatures shall not acknowledge agreement with the evaluator's comments. The member will receive a copy of the evaluation form at the time it is signed. Member comments may be submitted at a later time.

8. Members will be given an opportunity to correct deficiencies noted during the evaluation. No further evaluation will be completed during the next thirty (30) calendar days (fourteen (14) days for evaluation of supplemental responsibilities).

9. Members will not be observed for the purpose of evaluation on the day before or after a vacation, on the day after an absence due to illness or leave, on days of in-service, or the last day of a grading period. Exceptions to this provision may be made with the agreement of the involved member.

10. Monitoring or listening devices will not be used in the evaluation of members without their consent.

11. Videotaping may be used, at the option of the member, as an observation technique; however, the member may make a decision not to submit the videotape after the taping session.

12. A member's department head subject matter specialist, or a District Administrator may observe the member in his performance of his/her teaching responsibilities for the purpose of providing assistance and the improvement of instruction only. The District Administrator shall inform the member if the observation will be part of the formal observation procedure. Any analysis or conclusion by such individuals shall not be considered with regard to employment questions.

13. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation addressed in O.R.C. 3319.11 and O.R.C. 3319.111.

14. All teacher evaluations shall be completed by May 1, and each

teacher shall be provided with a written copy of the evaluation results by May 10.

15. The evaluation of professional performances shall encompass classroom observation(s), day-to-day performance, and other information related to job performance; and may include walkthroughs (will not exceed the number of formal observations), pre-observation conferences, and post-observation conferences.

D. ASSIGNING AN EFFECTIVENESS RATING

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures.

Teacher Performances and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by the ODE is incorporated herein.

E. CALCULATING STUDENT GROWTH MEASURES

For evaluation purposes, the following Vendor Assessment, Value Added and Student Learning Objectives (SLOs) measurements will be used in determining Student Growth in each teacher levels A1, A2, B, C.

A. Teacher-Level Value-Added Data Available

A1. Teachers who instruct value added courses/subjects exclusively.

Teacher Value-Added	=	Student Growth
50%		(50%)

A2. Teachers who instruct value added and SLO subjects.

Teacher Value-Added		
25%		
Student Learning Objective (SLO)	=	Student Growth
25%		(50%)

B. Teachers who use Vendor Assessments and SLO subjects.

Vendor Assessment		
25%		
Student Learning Objectives	=	Student Growth
25%		(50%)

C. Teachers with no value added or Vendor Assessments.

Student Learning Objectives		
50%	=	Student Growth

(50%)

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) “Above;” 2) “Expected” and 3) “Below.”

F. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. Teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

   a. Above-Expected levels: Teachers who meet Above-Expected level of student growth must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. The professional growth plan shall be developed using OTES forms.

   b. Expected levels: Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator. The professional growth plan will be developed using OTES forms.

   c. Below-Expected levels: Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/Designee for the evaluation cycle from the Board-approved list. The improvement plan shall be developed using OTES forms.

2. The forms created by the ODE and used by the Madison Local School District shall be incorporated by reference.

3. For teachers covered by OTES, the Board will utilize the Ohio Department of Education OTES model and forms. If OTES is ever rescinded by the legislature or ODE, then the evaluation procedure for non-OTES teachers will be used for all teachers unless the new law dictates a revised evaluation procedure.

4. The following provisions shall constitute the program for observation/evaluation of member performance for non-OTES teachers:

   a. The evaluation system will be uniform throughout the district.

   b. Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit. Evaluations will only be conducted by management personnel of the Board who are certified by the State Department of Education in one or more of the following areas: building principal, director, superintendent, or assistant superintendent.

c. Each member who is new to the Madison Local Schools and those who are in the final year of a limited contract shall be observed by one or more qualified evaluators (see 2 b above) on at least two (2) occasions for not less than thirty (30) minutes on each occasion. The first such observation shall be preceded by a notice of intent to evaluate which shall be received at least forty-eight hours before the intended observation.

1.) The first observation for a formal evaluation shall occur prior to December 15.

(a.) A conference relative to the evaluation shall be held with the member within five (5) days of the observation.

(b.) If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

(c.) Prior to a second formal evaluation, follow-up observations with interim conferences shall occur with regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

2.) A second observation shall be scheduled prior to March15 but not before January 1.

(a.) A conference relative to the evaluation shall be held with the member within five (5) days of the observation.

(b.) If the results of the evaluation are sufficient to cause consideration of non-renewal, specific suggestions for improvement will be provided in writing at the time of the conference.

(c.) Prior to a third formal evaluation, follow-up observations with interim conferences shall occur with regard to all deficiencies that remain a matter of record. The evaluator shall identify deficiencies that have been satisfactorily corrected as a part of the observation/evaluation report.

d. All other limited contract members other than first year employees shall be observed on at least one (1) occasion for at least thirty (30) minutes. The observation shall occur prior to February 1.

e. If a member may be considered for non renewal, then a third observation shall be scheduled prior to May 1.

1.) A conference relative to the evaluation sh*all* be held with the member within five (5) days of the observation. If the results of the evaluation are sufficient to cause consideration of non-renewal, said reasons shall be provided in writing at the time of the conference. This does not preclude introduction of additional material during the hearing process.

f. A written evaluation utilizing the negotiated form(s) (see Appendix L) will be made for each observation. The form will include a space to specifically indicate satisfactory performance, deficiencies, and a space to specify progress, if any, in correcting previously identified deficiencies.

Additionally, the form will include a space for an optional response by the member. When deficiencies are identified that may result in non-renewal of contract, the evaluator shall provide the member with a written, detailed report that clearly identifies each deficiency and clearly specifies a program that is designed to eliminate such deficiency(ies).

g. Each observation will be followed within five (5) school days by a conference between the evaluator and the member. The purpose of this conference will be to review the results of the observation and to generally discuss it.

h. The evaluator shall have completed the written evaluation prior to the conference. The member shall be given the opportunity to add his/her written comments to the evaluation and will be asked to sign the form. Such signature shall not acknowledge agreement with the evaluator's comments. The member will receive a copy of the evaluation form at the time it is signed. Member comments may be submitted at a later time.

i. Members will be given an opportunity to correct deficiencies noted during the evaluation. No further evaluation will be completed during the next thirty (30) calendar days (fourteen [14] days for evaluation of supplemental responsibilities).

j. Members will not be observed for the purpose of evaluation on the day before or after a vacation, on the day after an absence due to illness or leave, on days of in-service, or the last day of a grading period. Exceptions to this provision may be made with the agreement of the involved member.

k. Monitoring or listening devices will not be used in the evaluation of members without their consent.

l. Videotaping may be used, at the option of the member, as an observation technique; however, the member may make a decision not to submit the

videotape after the taping session.

m. A member's department head subject matter specialist, or a District Administrator may observe the member in the performance of his/her teaching responsibilities for the purpose of providing assistance and the improvement of instruction only. The District Administrator shall inform the member if the observation will be part of the formal observation procedure. Any analysis or conclusion by such individuals shall not be considered with regard to employment questions.

n. For those members who are only entitled to two (2) observations, the member may request additional observations/evaluations during the school year by an individual selected by the member who meets the criteria set forth in 2 b above. Such requests shall be directed in writing to the principal/immediate supervisor and the Superintendent for consideration. Said request must be submitted by February 1. At least one such observation/evaluation shall be granted during a school year (during the period of the assignment in the case of supplemental responsibilities.

o. It is the intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation address in O.R.C. §3319.11 and O.R.C. §3319.111.

p. For teachers covered by OTES, the Board will utilize the Ohio Department of Education OTES model and forms. If OTES is ever rescinded by the legislature for ODE, then the evaluation procedure for non-OTES will be used for all teachers.

G. CONTRACT TERMINATION

1. The provisions of ORC 3319.16 will be adhered to during the process of contract termination.

2. Non-renewal of a limited contract:

a. The member will receive written notification from the Superintendent's office that a recommendation will be made to the Board not to renew the member's contract, with a listing of unresolved deficiencies or reasons by May 1.

(1) The member, upon receipt of said notification, may utilize the following hearing procedure:

(a) The hearing will occur following written request by the member involved. The written request will be made within five (5) days following receipt of notification that nonrenewal will be recommended.

(b) The hearing before the Superintendent will be held within three (3) days following receipt of the member's request. The Superintendent's written decision will be made within five (5) days following the hearing.

(c) The member may appeal the Superintendent's decision to the Board by a written request to the Treasurer of the Board within three (3) days after receipt of the decision. The hearing before the Board will be held at the next regularly scheduled meeting of the Board or within twenty (20) days with the Board of Education's decision made within twenty-four (24) hours following the hearing. The hearing before the Board shall be in executive session unless otherwise requested by the member. The Board shall not take action to non-renew a member's contract until the hearing process has been completed or the member waives the right, in writing, to such hearings.

(d) If the Superintendent recommends renewal of a member's contract and the Board does not renew said member's contract, the Board shall supply the member with written reasons for their action.

(2) It is agreed that the Board of Education hearing specified in a. (1) (c) above is intended to be the Board hearing that is provided by ORC 3319.11(G). (This provision is not applicable in the case of limited contracts for supplemental responsibilities.)

(3) Written notice of the Board's action non-renewing the member's contract shall be served on the member by June 1.

(4) It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in O.R.C. 3319.11 and O.R.C. 3319.111.

H. CONTRACTS

1. Limited Contracts

All members holding a provisional certificate or license and appointed to a teaching position in the Madison Schools and either appointed to a new limited contract or renewed for a limited contract for the 2011-2012 school year and thereafter, shall be awarded contracts as follows: A member will be appointed to a limited one (1) year contract. Following the completion

of the first limited contract year, members are eligible for a one (1) year contract unless the member is notified in writing in accordance with Article III G.2. that his/her contract will not be renewed. At the completion of the second one (1) year contract, the member will receive a three (3) year contract or, upon the recommendation of the Superintendent, dismissal will be in order. At the completion of the three (3) year contract, the member will be eligible for a five-year contract or, upon the recommendation of the Superintendent, will be dismissed. Subsequent five-year contracts will be given until the member is eligible for a continuing contract.

2. Continuing Contracts

When a member becomes eligible for a continuing contract (time and certification) during the term of a limited contract, the member shall notify the Superintendent on or before April 1. The Superintendent shall recommend the member for a continuing contract at the April Board meeting when teaching contracts are considered. If the Superintendent chooses not to recommend interruption of the present contract, the member shall be notified as to the reasons and continue on the limited contract. The reasons given for denial of such contract shall be directly related to the performance deficiencies that have been identified through the observation/evaluation procedure. When a continuing contract is recommended, it shall be effective for the next school year.

3. Limited Contract for Supplemental Responsibility

a. Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. For the purposes of this section, "period of assignment" shall mean the period of time that a member is performing the primary responsibility of the assignment. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

(1) Duration of supplemental contract

(2) Title of supplemental position

(3) Amount of supplemental compensation or hourly rate by payment section

(4) Supplemental job description

In the event of an anticipated non-renewal of a limited contract for supplemental responsibilities, two (2) observations and evaluations shall be performed. These observations and evaluations are to be distributed over the period of the assignment, shall occur with no

less than ten (10) calendar days between observations, the first observation must occur during the first half of the period of the assignment, and the second observation/evaluation must be finalized no later than ten (10) calendar days after the conclusion of the period of assignment. For the purposes of this section, "period of assignment" shall mean the period of time that a member is performing the primary responsibilities of the assignment.

b. Filling Supplemental Positions

All qualifications for the supplemental position shall appear on the posting notice

Vacant supplementals shall be posted as per negotiated agreement. If a qualified member applies, he/she will have the right to fill said position. If no member applies, then the Board has the option as to whether they choose to fill the position.

Notwithstanding the foregoing, the Board reserves the right to not fill any supplemental on an annual basis for which there is insufficient student interest. The President of the Association shall be notified of the determination of not to fill any supplemental position(s).

Non-MLEA members shall be non-renewed at the completion of the school year, and the position shall become vacant

c. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

d. Compensation for Supplemental Positions

(1) Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

e. Evaluation of Supplemental Contracts

(1) A member holding a limited contract for supplemental responsibilities may be observed and evaluated at least once for that contract and during the contractual period. Should the administrator choose not to evaluate, the performance of the affected individual shall be considered to be at least satisfactory.

f. Non-renewal of Supplemental Contracts for academic positions

shall follow the same procedure as per Article III – EVALUATION AND CONTRACTS, Section H., and Item 3A.

g. Non-renewal of Supplemental Contracts for athletic positions will be as follows:

1. Evaluations will be given at the discretion of the Athletic Director.

2. Two (2) evaluations, a mid–season and a final evaluation, are required for non-renewal. The final evaluation of fall and winter supplemental must be within ten (10) calendar days after the conclusion of the period of assignment.

3. Failure to provide two (2) evaluations during the period of assignment will result in an additional one (1) year contract.

4. Spring supplemental evaluations must be completed by May 20.

h. Notice of Non-renewal of Supplemental Contracts for Athletic Positions

1. The member will receive written notification from the Superintendent's office that a recommendation will be made to the Board not to renew the member's contract, with a listing of unresolved deficiencies or reasons by May 20.

2. The Board shall give notice to the member of its intent and action to not renew such contract. Such notice shall be received by the involved member on or before May 31 of the year that said non-renewal is to be effective. When the member(s) is/are not notified on or before May 31 of the Board's intent not to reemploy him/her, the member is presumed to have accepted employment under a new contract unless the member notifies the Board in writing to the contrary on or before the first day of July, and the contract shall be executed accordingly.

A member's performance in a supplemental position normally shall not have an adverse effect upon such member's teaching limited or continuing contract. However, if a member's conduct in a supplemental position adversely impacts on the member's ability to function as a teacher and/or role model, then such conduct may be considered.

I. REDUCTION IN FORCE PROCEDURE

1. Explanation

When, by reason of decreased enrollment of pupils, return to duty of regular members after leaves, by reason of suspension of schools or territorial changes affecting the district, financial reasons, or other circumstances approved by statute, a reasonable reduction of bargaining unit positions may be made.

Such reduction shall be made by suspending contracts of members in accordance with the provisions of this section. The Association shall have access to all relative data and shall have the right to monitor all steps contained in this procedure.

To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/licensure.

Limited contract teachers shall be reduced first utilizing the following order:

a. Certification/Licensure within the affected teaching field.

b. Comparable evaluations as defined in this Agreement.

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

a. Certification/Licensure within the affected teaching field.

b. Comparable evaluations as defined in the Agreement.

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

Those teachers that receive a rating of Accomplished, Skilled or Developing shall be comparable to other teachers who receive the rating of Accomplished, Skilled or Developing. Teachers rated Accomplished for

three consecutive years will be rated above all others. Those teachers who receive a rating of Ineffective shall be comparable to other teachers who receive a rating of Ineffective. Those teachers who are not evaluated pursuant to OTES shall be comparable with other non-OTES teachers as determined by the Superintendent. Non-OTES teachers will be placed on the displacement list according to their seniority.

2. Definitions:

   a. RIF list - The positions eliminated by reduction in force.

   b. Displacement list - Names of members (1.) Whose positions have been eliminated due to reduction in force, (2.) Members whom are displaced by the return to duty from an approved leave of absence, (3.) Those displaced during the bumping process. The list is based on seniority.

   c. Recall list - Names of members (from Displacement list) whose contracts are to be suspended due to the lack of available positions in the area in which they are certified.

3. General Timeframe:

   a. By March 1st, notification of the intent to RIF must be made to the current president of MLEA.

   b. By April 15th, the superintendent will provide the MLEA president with a list of those members to be placed on the Displacement list as the result of the reduction in force.

   c. After the president receives the RIF list, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF program. Said meeting(s) shall be held within five (5) days of the Association request for such a meeting(s). Such reduction shall be in accordance with the provisions of this section.

   d. Notification of any member who has been displaced shall be done through certified-mail or in person by a member of the administration, in a private meeting. This meeting will take place at a time following the conclusion of the member's teaching responsibilities. Said notification will be signed, dated, and timed by the member in duplicate.

   e. The bumping procedure will begin as soon as possible following the meeting stated in Part C above.

   f. On or before May 15th, members to be placed on the Recall list will be notified through certified-mail or in person by a member of the

administration, in a private meeting. This meeting will take place at a time following the conclusion of the member's teaching responsibilities.

4. Limitations:

   a. If OTES is rescinded, the RIF will be conducted on a system wide seniority basis.

   b. Procedures for determining the seniority list shall be in accordance with Article I, Section B(2)(g).

   c. The procedures contained herein, for such reduction in positions, shall not pertain to any member non-renewed for performance reasons, except as may be specifically indicated.

   d. No new hire shall be employed in a bargaining unit position until all eligible employees whose contracts have been suspended have been offered such position.

   e. No transfer, reassignment, or reclassification shall be made during a period of RIF.

   f. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

   g. Work previously performed by an employee whose contract has been suspended shall not be subcontracted.

   h. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

5. Implementation:

   a. Member(s) whose position(s) are being eliminated will be placed on a displacement list. The order of the list will be based on the aforementioned criterion.

   b. The member highest on the displacement list will choose a job from a continually updated list of open positions provided by the board, or will bump any member who is less senior. The displaced member can only choose a position in which they are currently certified.

   c. The person bumped will be notified by the Superintendent and/or designee and placed on the Displacement list in the proper order in accordance to the aforementioned criterion.

d. The person who now appears at the top of the Displacement list will proceed in the same manner until all members on the displacement list have chosen available positions. Anyone member who is unable to move into a position due to reduction in force, will be placed on a recall list.

e. Any member who does not accept a position for which they are certified will be placed at the bottom of the recall list.

6. Procedural Timeframe:

a. The first displaced member will begin selecting a new position no later than five (5) working days after their displacement notification by an administrator.

b. Each subsequent displaced member will be notified within two (2) working days of the previous selection. Said member will have two (2) working days from the time of notification to make their selection. Any member that does not make their decision within this time frame will be placed at the bottom of the Displacement list assuming that rank of seniority for the duration of the current RIF.

c. The timeframe may be extended in an emergency situation.

7. Layoff Rights

a. All pay and benefits shall remain intact until receipt of final paycheck.

b. The right to continue receipt of group insurance coverages through COBRA.

c. The right to retain seniority credit during the period of layoff.

d. Credit for salary placement, upon recall, shall not be at the same level the member would have attained had the RIF not occurred.

e. The right to be notified by mail of all postings for bargaining unit positions within 48 hours.

f. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

g. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes provided such information is filed with the employer prior to recall.

h. Members on the recall list will be given first consideration as casual day-to-day or long-term substitute teachers as long as they sign up through MOESC.

8. Recall:

a. Bargaining unit members who are suspended shall be offered reemployment in their area(s) of certification/licensure in reverse order of being placed on the recall list. The order of the list will be based on the aforementioned criterion. Anyone on the recall list prior to May 2013 will be the first on the recall list. It shall be the responsibility of the suspended bargaining unit member to keep the Superintendent's office informed of a current address and/or phone by which he/she may be reached.

b. A bargaining unit member shall be removed from the recall list if he/she

1. Waives his/her rights in writing,
2. Resigns or retires
3. He/she has spent thirty- six (36) months on the recall list

c. A bargaining unit member will be placed at the bottom of the recall list if he/she fails to respond within ten (10) days to a recall for a position for which he/she are certified.

d. Once the bumping procedure has concluded: (1.) a bargaining unit member may voluntarily transfer into an open position, (2.) if two (2) or more displaced members which to exchange positions with each other, they may do so with administrative approval.

e. No involuntary transfers may occur that will prohibit members who are still on the recall list from being recalled at the time of the involuntary transfer.

J. REDUCTION OF FEDERAL FUNDING IN TITLE I READING

If Federal funds are reduced for Title I Reading, the position will be retained for the current year and will receive RIF notification for the succeeding year. Any Member(s) whose position(s) is eliminated as a result of this provision will be entitled to the same rights as outlined in Article III, Section I. The position(s) will be reinstated when the funding is restored.

K. EMPLOYMENT OF ADMINISTRATORS

It is the desire of the Board and the Association to assure employment of competent individuals in administrative positions. When administrative positions become available as the result of retirement, resignation, non-reemployment, or transfer, a committee shall be formed to screen candidates for the position. The

Association President shall appoint two (2) members to the committee recommending administrators with district-wide responsibility and one (1) member to the committee screening for positions with building responsibility.

It shall be the responsibility of the Association President to make appointments and to make sure that the Association representative is in attendance at scheduled times for the aforementioned hiring process. Normal notification of meetings shall be at least twenty-four (24) hours in advance. Failure of the Association to have involved representatives shall in no way impede or negate employment recommendations being made.

It is understood that the participation of the Association shall be advisory in nature and that decisions for employment rest with the Board.

L. EQUAL OPPORTUNITY EMPLOYER

The Madison Local board of Education reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any member of the bargaining unit with regard to wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, and/or Association activity.

M. UNIFORM APPLICATION OF PATTERNS, PRACTICES & PROCEDURES TO ALL MEMBERS

The patterns, practices, and procedures that pertain to wages, hours, terms and other conditions of employment of the Madison Local School District shall apply uniformly to bargaining unit members except as provided for in applicable statute or elsewhere in this agreement.

N. COPIES OF BOARD POLICIES

The Board will provide in each school building at least three (3) copies of Board policies and administrative rules and regulations.

All copies will be kept up-to-date. Members and member applicants may sign out these copies in order to familiarize themselves with such policies and regulations. The administrative staff will inform job applicants of the availability of these documents.

O. RESIDENT EDUCATOR PROGRAM

1. “Resident Educator Program” means a program of support to meet the unique needs of an individual who is a resident educator.

2. “Mentor” means a person assigned to provide professional support to a resident educator. The assistance provided by a “mentor” shall be solely for the purpose of professional growth and development—not related to evaluation in any manner nor a part of the reemployment decision making

process.

3. The purpose of the Resident Educator Program shall be to foster the professional growth and development of the entry-year teacher.

4. A mentor(s) shall be assigned to all resident educators. The mentor will be an experienced bargaining unit member whose training and experience is compatible to the teaching area(s) of the resident educator and whose background would indicate that positive assistance could be provided. Acceptance of mentor responsibilities shall be voluntary on the part of a selected bargaining unit member. A mentor should not be assigned to more than two (2) resident educators.

5. The Resident Educator Program shall fully comply with the requirements of the Ohio Board of Education.

6. Evaluation of resident educators – All observations/evaluations will be conducted in accordance with the provisions of this Contract.

P. LEARNING DISABILITY TUTORS

Learning Disability tutors shall be employed under a teacher's limited contract in accordance with Article III, Section H of this Contract. Such contract shall indicate the duties that are to be performed, shall specify the salaries and compensations that are to be paid, and the term of said contract.

Q. PROGRAM ELIMINATION

When a total educational program is eliminated by action of the Board, contracts of affected members shall be suspended in accordance with the procedures contained in Section I of this article. Said suspension procedures would include bumping rights when the educational program is a part of the overall academic program (certification required).

This section is interpreted to mean that when a total program has been eliminated, reinstatement would likewise involve the total program.

For the purposes of this section, a total educational program shall mean all courses contained within or a part of a given discipline, i.e., English, Mathematics, foreign languages, elementary education, special education, etc. Extracurricular activities for which supplemental limited contracts are issued shall be considered a total educational program.

Recall rights as are specified in Section I of this article would be available to all affected member(s) whose contracts were suspended and who were previously employed in an educational program that was part of the academic program of the district. Those members who were employed in the extracurricular area(s) would have recall rights to the activity/responsibility(ies) for which he/she was previously involved.

ARTICLE IV – MEMBER ASSIGNMENT AND TRANSFER

A. MEMBER ASSIGNMENT

All members are subject to annual assignment by the Superintendent. Recommendations from the building principals will be considered in making assignments. All members shall receive, in writing prior to June 10 of each year, their assignment for the ensuing school year relative to building, subjects, period, and/or grade level. (See Appendix G).

No change of assignment will be made after June 10 except when an emergency situation arises and shall be in accordance with transfer procedures.

B. POSTING

All position openings for members, regardless of position or whether the opening implies a promotion, shall be posted conspicuously on the bulletin board in each office near the member mailboxes in every building during the school year. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the lobby of the administration building and shall be mailed to the President of the Association.

If no applications are received within ten (10) school days of the date of posting the notice, it will be assumed that there is no interest in the position among members and the position may be filled from outside the system.

In lieu of the above procedure, from the last teacher workday until the first teacher workday, all position openings shall be posted on the district's website and on a telephone recording at the board office for a period of five (5) calendar days. If no communication is received, it will be assumed that there is no interest in the position among member, and the position may be filled from outside the system.

In case of an emergency situation, by mutual agreement of the Superintendent or his designee and the Association President, a position may be announced in each building by the building principal or his designee, with written contact by members interested in the position to be made to the Superintendent or his designee by 4:30 p.om the following day.

A member hired to fill a posted position must possess all of the posted minimum qualifications for the position. Any member having proper certification and meeting minimum qualifications may apply for the posted position and shall be granted an interview. The best qualified applicant shall be employed with preference given to current staff.

Any compensated positions that are not contained within the contract, whether temporary or permanent, will be discussed with the MLEA leadership and posted.

C. TRANSFER PROCEDURE

1. Voluntary Transfer – Members may request a change of assignment (see Appendix C) in accordance with negotiated policies on assignments and open positions and the following procedures:

   a. Change of assignment requests shall refer to: (1) change in building, (2) change of year/level, (3) change of subject.

   b. Transfer requests may be initiated by members using the following guidelines:

      (1) A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.

      (2) Transfers will be considered if an opening exists or becomes available.

      (3) Members applying for a transfer will be interviewed for the open position and be given all due consideration for the position requested in accordance with Sections A and B of Article IV.

2. Involuntary Transfer – Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the building, subject, or grade level, notification thereof shall be given to the involved member(s) by July 10 preceding the effective date of said involuntary transfer. No member shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to staffing need, a member's area(s) of certification, his/her teaching experience, and length of service in the Madison Local School system will be used as the criteria in determining if a member is to be transferred (least service—first transferred, except that if least senior has supplemental contract for an activity that requires for its effective continuance that individual to remain in the building where said supplemental activity exists).

   The change of a member's room assignment(s) during the period of the school year shall be considered an involuntary transfer and shall occur only with the consent of the member.

   Members being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five [5] days of a written request) of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may request representation of his/her choosing for the meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to

the aforementioned meeting.

D. EMERGENCY TRANSFERS

1. Emergency transfer rights shall be provided to bargaining unit members whose positions are eliminated or substantially altered by building closure or grade relocation. Emergency transfers will be processed according to the provisions of Article IV, Section D of this agreement only and shall become effective the next following school year.

2. Procedure for emergency transfer:

a. Bargaining unit members who are subject to this policy shall receive written notification at the earliest possible time.

b. A job opening list shall be provided to each involved member along with the aforementioned notification. The job opening list shall contain a description of the duties to be performed ad shall clearly indicate the minimum qualifications for each position. The number of positions on the list must be at least equal to the number of affected staff members.

c. An Administrative committee consisting of no more than five (5) administrators to be named by the Superintendent or his/her designee shall be convened at the earliest possible time, but in no case sooner than seven(7) calendar days after all affected staff members have been notified. Bargaining unit members will be called before the aforementioned committee to select an opening from the job opening list for which he/she is qualified. Involved members will be called before the committee according to their length of continuous service (longest continuous service first) in the Madison Local Schools, and shall be granted the position he/she selects if he/she meets or exceeds the posted minimum qualifications and if the position has not been filled by a previous emergency transfer. The member will be granted additional selections should the initial selection not be open to the member. The Association President or his/her designee shall be permitted to observe Committee meetings with members. The involved staff member may be accompanied by a representative of his/her choice.

d. If the above process results in members who do not qualify for the remaining positions on the job opening list, such members shall be processed under the provisions of Article IV, Section C-2 of this agreement. No staff member shall become unemployed due to building closure, grade relocation, or the implementation of this procedure. However, in the event of the closing of buildings, grade relocation, or implementation of emergency transfers, the Associations agrees to use attrition as a means of reducing

positions as long as the class size provisions of the contract are maintained. In addition, the Board will show the same justification as in the Reduction In Force (Article III, I, 1).

e. The emergency transfer process shall be completed by May 31 of the calendar year in which transfers are to be effective.

3. The administration shall prepare the job openings list which shall include the following information for each position: (1) name of building, (2) grade level and/or subject area, (3) a description of the duties to be performed, (4) certification required, (5) minimum qualifications. Once the job opening list has been established, it shall not be changed and its provisions shall be applied uniformly and objectively to all affected individuals.

4. The administration, in accordance with the provisions of this section, shall determine (1) which positions are subject to this emergency transfer procedure, (2) the minimum qualifications for each open position, and (3) whether the bargaining unit member meets the minimum qualifications for an opening. These determinations shall not be subject to the grievance procedure contained in this agreement' however, it is understood that any affected member whose qualifications meet or exceed the posted minimum qualifications shall be considered fully qualified for the position.

5. The Association shall be entitled to receive the following documents: (1) list of affected bargaining unit members, (2) the length of continuous service for each affected member, and (3) the job opening list that is to be sent to affected members. The aforementioned documents shall be provided to the Association President at the same time the job opening list is provided to affected members. The Association President may request a meeting with the Superintendent or his/her designee regarding the aforementioned documents. Said meeting shall occur within two (2) days of the request.

6. Bargaining unit members subject to this procedure will be notified in advance of their scheduled meeting with the Administrative Committee. This notification will provide sufficient time for the staff member to arrange his/her schedule and responsibilities in order to be present at the meeting. Advance notification of less than 24 hours will require the consent of the staff member. The notification shall include the date, time, and place of the meeting. Except in extreme emergencies members will be expected to keep their scheduled meeting appointment. In such emergencies, the member and the Administrative Committee will arrange an alternate meeting as soon as possible in order to ensure that the staff member retains his/her appropriate place in the selection order.

7. All emergency transfers shall be implemented prior to any implementation of voluntary or unrelated involuntary transfers, but shall be implemented after a reduction in force to be accomplished by implementation of Article

III, Section I.

8. There will be a $50 stipend provided to teachers who are required to move due to building closure/transfer (emergency transfer). This will be paid only if the required move is out of the building.

E. RETIRED TEACHERS

A teacher who has retired under the State Teachers Retirement System may be rehired by the Board. When rehired they shall be a member of the bargaining unit and shall have all rights provided in this Agreement and as provided in State law, except as are specifically superseded by this Article:

1. Upon the treasurer's receipt of the effective date notice for STRS, the superintendent may negotiate potential salary with a prospective retiree. Notwithstanding their years or experience, retired teachers shall be placed on the salary schedule at the step, as may be agreed with the Superintendent, but at their earned educational level.

2. No rehired teacher shall be eligible for severance pay.

3. Any retired employee rehired by the Madison Board of Education that requires health insurance, major medical, vision, and/or dental insurance because of action taken by a State of Ohio Employee Retirement Board (STRS-State Teachers Retirement System, SERS-State Employees Retirement System, etc.); will be rehired at step 0, capped at step 5, on the corresponding salary schedule column and the board of education will pay 600.00 dollars per month toward the Madison Local School District insurance program not to exceed the cost of a single plan with the employee picking up the remainder of the monthly premium. If the employee does not require any form of insurance he/she will be placed at step 5, capped at step 10, of the corresponding salary schedule column.

4. Rehired teachers shall receive one-year contracts, which shall expire automatically and without notice.

5. No evaluation of rehired teachers shall be required.

ARTICLE V – TEACHING CONDITIONS

A. PREPARATION TIME – Members shall have a minimum of seven (7) hours per week for the purpose of preparation, conferences, or planning during the regular member workday. Said member workday shall not exceed seven and one-half (7 ½) hours, inclusive of at least thirty (30) minutes for a duty free member lunch period. The elementary lunch period shall be forty-five (45) minutes in duration; however, elementary members may be required to serve a supervisory duty of no more than fifteen (15) minutes per day In accordance with this section.

1. Elementary Members:

The seven (7) hours of preparation, conference, or planning time shall be made up of time segments of not less than thirty (30) minutes each. Such time periods(s) would be without students in attendance and would be during times when the member does not have other assigned responsibilities. The Madison local Superintendent and the Transportation Director agree to establish the morning drop-off times at the elementary buildings as 8:35 a.m. (for routes that are transfer or double routes from the same building) and 8:45 a.m. for single and second routes from the same building. Students who arrive before the starting time shall not be permitted to go to the classrooms until 8:45. A committee of MLEA officers, a teacher and principal from each elementary building, Transportation Supervisor, Superintendent and other administrators as designated by the Superintendent shall meet no later than September 15, 2008 to address any concerns for each building.

Members may be assigned to out-of-classroom supervisory responsibilities; however, such supervisory responsibilities will not infringe upon the required preparation/planning time. The assignment of supervisory responsibilities shall be distributed among the members of a given building. No member shall be assigned to more than seventy-five (75) minutes of supervisory duty per week. The duration of each assignment and change thereof shall be determined by the building principal with input from the school faculty committee. Such assignment(s) shall be in accordance with the conditions that are set forth in this section.

Preparation time will not be used for administratively assigned committee meetings, staff meetings, or other out-of-classroom duties.

Members who teach at the elementary level shall be provided with a morning and afternoon break. Each break would be within the student day and would be at least fifteen (15) minutes in duration. This provision will be satisfied when preparation, conference, or planning time, as provided for above, is scheduled during the a.m. and p.m. of the student day. The fifteen (15) minute break will be maintained, and the schedule will be determined by the principal and the staff.

The Executive Committee will submit an annual schedule to the building principals that will allow Executive Committee members to leave the buildings to attend the Executive Committee meetings at the time of elementary student dismissal.

2. Secondary Members (7-12):

Secondary members shall have at least one (1) preparation/planning/conference period per day which shall be at least forty-one (41) minutes in duration. Secondary members shall also have preparation/planning/conference time in the amount of thirty (30) minutes

before the student day; however, ten (10) minutes of this time will be students in attendance. At the secondary level the maximum member work load would consist of eight (8) assigned periods (normally six [6] classes, one extra assignment, and a preparation/planning/conference period).

It is understood that members will not have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time except as is stated in this section.

Secondary members who are required to be with students for eight consecutive class periods without a preparation period during the regular school day will receive 1/8 additional salary.

3. The assignment of "extra responsibilities" to all members of the bargaining unit will be made in a equitable manner. Extra responsibilities would include, but would not necessarily be limited to such duty(ies) as hallway, lunchroom, playground, bus, restroom, detention period, in school suspension, etc. Study hall and academic classes are not considered to be under the extra responsibilities category of this provision.

   The assignment of "extra responsibilities" shall be in accordance with this provision and shall be determined by the administration; however, if an affected member believes that an assignment is undesirable or more difficult, such member, upon request, shall not be assigned to a responsibility for more than one (1) successive school year unless class scheduling makes such an assignment imperative.

   Requests to be relieved from a responsibility by a member(s) shall be submitted to the building principal by May 1.

   Members who have concerns with regard to their assignment of a second extra responsibility or assignment to an extra responsibility for consecutive years may refer the assignment (within seven [7] school days of said assignment) to the Assistant Superintendent of Schools on or before July 1 of each year. The Assistant Superintendent shall review the request and render a decision, in writing, to the affected member by July 20.

B. CALENDAR

1. The Association Calendar Committee shall develop recommendations for the school calendar and shall forward said recommendations to the Board of Education by January 1 of each year. The Board shall seriously consider the recommendations.

2. The calendar that is adopted by the Board shall be in accordance with the following:

a. The contract year for members shall be one hundred eighty-four (184) days which shall include:

(1) Two (2) preschool meeting days, including a Professional Meeting Day and a Teacher Work Day, with no more than three (3) hours of the Teacher Work Day being designated for required meetings.

(2) One (1) Professional Meeting Day

(3) One (1) records day for members which shall be the final day of the member contract year

(4) Two (2) days for parent teacher conferences – no students in attendance on these days

(5) No more than one hundred seventy-eight (178) days with students actually in attendance.

(6) There shall be one (1) two (2)-hour early release day for students during each grading period to be used by teachers for the purpose of record keeping, preparation, conferences, etc. Up to thirty (30) minutes of this time may be used by administration. In case of a 2-hour delay, this release may be cancelled. This day shall be the last day of the grading period.

b. The calendar shall contain at least the following holiday periods:

(1) Labor Day

(2) Thanksgiving Day and the Friday after

(3) December recess to include at least ten (10) consecutive days which shall include December 24 and January 1

(4) Martin Luther King Day

(5) President's Day

(6) Spring recess shall include at least Good Friday and the Monday after Easter

(7) Memorial Day

3. Any make-up of calamity day(s) that would be required by law or any altering of the school calendar that would impact on the conditions of employment of members shall be scheduled at the end of the current school year. Make-up days that might be scheduled at another time shall

require appropriate Association involvement regarding this decision. Calamity days that are to be made up would be those days when school and/or member workdays, in-service days, parent-teacher conference days, etc., are scheduled but not held due to weather or other reasons determined by the Superintendent. The first five (5) days will not be made up. However, any days after five (5) days will be made up at the end of the school year. Pursuant to R.C. 3317.01(B) [calamity days].

C. SUPPLIES

1. A reasonable supply of the normally used member supplies shall be made available in each building for the school year and shall be made available to members upon reasonable request.

2. Members are urged to requisition supplies, ahead of time, through the building principal under normal circumstances. However, the Treasurer shall establish a petty cash fund, in each school, with specific guidelines for expenditures involving immediate need and for supplies that cost a small amount. Supplies purchased through the petty cash fund will be charged against the appropriations for supplies.

3. An amount equal to Board approved fees collected, within an area, shall be spent for supplies and expendable materials within that area.

D. LUNCH PERIODS

All members shall have an uninterrupted duty-free thirty (30) minute lunch period. Members may leave the building during their lunch period.

E. PROFESSIONAL WORK CENTER

A work center for members shall be established or maintained in each building to facilitate the preparation of teaching materials and to serve as a professional resource center for members. Such work centers shall include a typewriter and/or computer, chairs, tables, and other necessary supplies and materials. An adequate number of phones will be provided in each building for the private and exclusive use of members for placing and receiving calls related to their assigned responsibilities. The phone(s) may be in the professional work center or may be in another part of the building other than the work center, but must be in a private location and for the exclusive us of members.

F. PARENT-TEACHER CONFERENCES

Two (2) days each school year shall be designated as Parent-Teacher Conference days for Grades K-12, except that Kindergarten conferences will be held (in addition to the two days previously specified) one (1) addition school day with substitutes provided so that Kindergarten members will have release time to conduct these conferences.

The first conference will be held on Thursday of the first week of the second grading period and Tuesday of the second week of the second grading period, and members will not be required to work the Wednesday before Thanksgiving.

The second conference will be held during the third grading period on the Thursday after interim reports and the following Tuesday. Because the state testing schedule varies, the second compensation day for embers will be determined by the calendar committee.

Elementary conferences (K-6) shall be held from 4:30 p.m. to 7:30 p.m. Secondary conferences (7-12) shall be held from 3:30 p.m. to 6:30 p.m.

G. TRANSPORTATION OF STUDENTS

Members shall not be required to use their personal vehicle to transport students for any school purpose. When a member requests or when a member is requested by the Board of Education or the Board's designee, to transport students, the Board shall provide transportation in Board owned and operated vehicles or will make necessary arrangements for leased vehicles. When a leased vehicle is to be driven by a member the Board shall require that the liability coverage is at least Five Hundred Thousand Dollars ($500.000.00) per occurrence and One Hundred Thousand Dollars (100,000.00) per individual and Fifty Thousand Dollars ($50,000.00) property damage coverage per occurrence.

H. LUNCHES

Elementary members shall be allowed to purchase individual items from the published menus at a reasonable cost.

I. ACADEMIC FREEDOM

1. It is the goal of the Madison Local School District to educate young people in democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the member and the student is encouraged.

2. Academic freedom is essential to the fulfillment of the educational purposes of Madison Local Schools. Therefore, members have the right to protect from any censorship or restraint that might interfere with their obligation to pursue truth and knowledge.

3. Freedom of individual expression shall be encouraged and guaranteed by the Board to all members of the bargaining unit.

4. It is mutually recognized that freedom carries with it responsibility;

academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board. Within the preceding frame of reference and as it pertains to the course to which a member assigned, academic freedom in the schools is defined as:

The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.

a. The right to recommend materials which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.

b. The responsibility to maintain a classroom environment which is conducive to the free exchange and examination of ideas.

c. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by members and the community in a normal classroom environment.

d. The right of members to free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to approved controversial issues as they are studied in the classroom.

5. Guidelines for selection of controversial issues to be studied in the classroom are:

a The issue should be suitable for students of the maturity and background represented in the class.

b The issue should be related to the course content, identified in the course of study, and help achieve course objectives.

c The issue should provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.

d The issue should provide the students their right to form, identify, and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.

e The issue should be free of emotional criticism and the inappropriate promotion of a cause with the classroom.

6. Instructional materials shall be selected and made available to interested persons according to the following guidelines:

    1. Basic textbooks for each course and/or grade level shall be selected with input provided by the appropriate course and/or grade level members in conjunction with county committees and approved by the Board.

    2. Additional instructional materials may be recommended by individual members for occasional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, to the content of the course, and to the purposes of the school system.

    3. Members may utilize outside speakers or resource persons where appropriate and approved by the building principal. Such approval will be based on guidelines established in item 5 above.

    4. All instructional materials, methods, lesson plans or other creative or copyrightable work written, composed, created, designed, and paid for by a member during their employment shall remain the property of said member.

    5. Persons wishing to review the materials listed above may do so according the following conditions:

        (1) Basic textbooks and other instructional materials supportive to the basic textbooks can be reviewed in the administrative offices during normal work hours.

        (2) Additional instructional material selected by individual members may be reviewed in the school building in which the individual member is assigned to teach so long as the reviewing does not interfere with the member's ability to perform his/her regular teaching duties and so long as the reviewing process does not interfere with the member's ability to use the instructional material being requested for review.

7. A parent of a student or any other person residing within the boundaries of the school corporation may request that the use of basic textbooks and other instructional materials be reconsidered according to the following procedures:

    a. The parent of a student having concerns about the continued use of basic textbooks and other instructional materials shall first discuss his/her concerns with the teacher of the course in which the student is enrolled and in which the material is being used.

Other persons residing within the boundaries of the school corporation who have a concern about the use of basic textbooks and other instructional materials shall discuss their concerns with the building principal of the level at which the material is being used.

b. If the parent or other person is not satisfied after talking with the member or building level principal, whichever is appropriate, the parent or other person may request that the continued use of the basic textbook or other instructional material be reconsidered.

To initiate such a request for reconsideration the parent or other person shall submit a request in writing to the Superintendent.

c. Upon receipt of the request for reconsideration the Superintendent shall see that a local Review Committee is established.

The Review Committee shall be composed of three (two members and one citizen) from the community selected by the Association and two administrators and one citizen from the community selected by the Board. The Assistant Superintendent shall chair the Committee, but have no voting right. A majority vote of the full committee shall prevail.

Once established, the Review Committee shall have thirty (30) school days to complete its reconsideration review and to make a written recommendation(s) to the board.

If the Board does not agree with the recommendation(s) of the Review Committee, the Board shall return the Review Committee's recommendation(s) and a written statement explaining the Board's reasons for rejecting the Review Committee's recommendation(s) to the Review Committee.

The Review Committee shall have two (2) weeks to reconsider its initial recommendation(s) as well as the Board's written reasons for rejection of the Review committee's initial recommendation(s) to the Board. The board shall make a decision concerning the request for reconsideration but in its disposition of the request for reconsideration, the Board shall not violate this Contract nor the laws of the State of Ohio.

d. Any disputed materials shall remain in use in the school system until the Board shall take formal specific action to remove the materials unless otherwise directed by the Superintendent of Schools.

e. In cases where the parent of a given student requests in writing that the student not make use of a basic textbook, other instructional

material supportive of the basic textbook or additional instruction materials selected by individual instructors for occasional use, the student may be given the opportunity to make use of alternate instructional material according to the direction of the instructor of the class and/or course in which the student is enrolled.

8. It is agreed by the parties that the evaluation of student performance is the responsibility of the member unless the law expressly requires otherwise. No change in any grade or test score assigned to a student may be made without the prior input of the member who assigned the grade or score. Changing of grades will only be with just cause.

J. PERSONNEL FILES

The board shall maintain the official personnel file system in the office of the Executive Secretary to the Superintendent for all members. Said file shall be maintained by the Executive Secretary, who shall be responsible for developing necessary and reasonable rules regarding access to the system, proper placement of material, and the security of the system. The Executive Secretary shall inform all office employees who may work with this system of all maintenance rules. Further, the Executive Secretary shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accordance with this section of the Contract and ORC 1347 so as to assure fairness in any determination made with respect to a person on the basis of the information.

The purpose of this system is to serve as a repository of personal information that is necessary and relevant to the individual member's employment and professional responsibilities.

Access to the personnel file of an individual will be limited to the following: member, the Superintendent, or designee, (Current MOESC Educational Consultant), Executive Secretary, the individual member's principal or immediate supervisor, in the case of a transfer, the principal or immediate supervisor for that position, or other person(s) who are entitled to access in accordance with the law of Ohio in effect on the day access is requested.

Upon a request for access to a member's personnel file, written notice shall be given to the member. All examinations of personnel files shall be in the presence of at least one school district employee. This paragraph shall not apply to school district administrative personnel.

The member shall have access to all personal information contained in the system at all times. There shall not be a charge for access to the system.

Upon request by the member, the Superintendent or Executive Secretary shall:

1. Inform of the existence of any personal information in the system;

2. Permit the member and his/her attorney to inspect all personal information contained in the system except a confidential law enforcement investigatory record or trial preparation;

3. Inform the member regarding the types of uses made of the information, including the identity of users of the information. Also a log shall be maintained as a part of each member's file that will indicate the name, if it is provided, and date that access was granted to the file;

4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;

5. Upon written approval of the member, grant access to the member's attorney or other representative, and;

6. Furnish the member with a copy of any information contained in the system.

The member shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. Said material shall be clearly identified as material that is to be placed in the official personnel file system. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system. Said responses shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the original document be made.

No parent complaints will be placed in the personnel file of a member unless all below occur:

(1) The allegation is in writing and is signed by the parent;

(2) A conference was held including the parent, member, and the principal or immediate supervisor;

(3) The results or findings of the aforementioned conference have been reduced to writing by:

a. The immediate supervisor and the member
b. And have been attached to the complaint

No anonymous letters or material will be placed in the system.

The member shall have the right to dispute accuracy, relevance, completeness, or timeliness of information contained in the system. The Board shall, within a reasonable time, but not later than thirty (30) days,

make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the member of the results of the investigation and of the action that the Board plans to take with respect to the disputed information. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate.

*Executive Secretary and current MOESC educational consultant personnel employed as of August 1, 2008.

K. ACTIVITY FUND

In order to assure understanding of the methods of operation of activity funds and to ensure compliance with Circular 819, an informational meeting may be held annually in September during which procedures will be reviewed and changes will be discussed in terms of implementation.

Annually, prior to the close of school a committee may meet, chaired by the Treasurer and consisting of two(2) members from the high school, two (2) members from the junior high school, two (2) elementary members, the high school principal, a junior high school principal, and an elementary principal. The President of MLEA shall appoint the members and the Superintendent shall designate the administrative members to the committee. The Superintendent may appoint two (2) additional members to the committee.

The committee may review any concerns in operation and make suggestions for improvement which shall be implemented if in the judgment of the Treasurer they meet the guidelines of Circular 819 or such other document or standard for audit which may be in effect by order of the Auditor of State.

L. PERSONAL PROPERTY PROTECTION

The Board of Education will reimburse a bargaining unit member for theft of the member's money, attire, or destruction of or damage to attire or personal possessions used within the realm of the member's employment. Such reimbursement shall not exceed One Hundred Dollars ($100.00) per occurrence with the total district liability not to exceed Fifteen Hundred Dollars ($1,500.00) per year. Such reimbursement shall not apply to vehicles unless the vehicle is uninsured or a deductible is involved.

M. STUDENT DISCIPLINE AND MEMBER PROTECTION

The Board recognizes its responsibility to give all reasonable support and assistance to members with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take all reasonable steps to provide the member with the aid and assistance of the appropriate aforementioned professional(s).

It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A member may use such force as is necessary to protect himself or to prevent injury to another student.

A member may temporarily exclude a student from class where persistent or extremely disruptive misbehavior makes the continued operation of the class impossible. In such cases the member will furnish the principal with full particulars of the reasons for the exclusion orally as soon as possible and in writing as soon as his teaching obligations will allow. The student shall not be returned to the class until the disciplinary problem has been addressed by the administration.

Procedures for suspension of students from school shall be distributed to students, members, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child who constitute serious behavior problems, the administration will use all available means consistent with sound education policy to resolve the problem.

Any case of assault upon a member shall be promptly reported to the involved member's immediate supervisor. Article VI, Section F, Assault leave, shall be available to the member. Additionally, in the case of assault upon a member, the board and Administration shall be supportive of any member who may decide to file charges against the student and his/her parent(s) in the court of competent jurisdiction. The board and the Administration shall not under any circumstances harass, intimidate, threaten, nor take any other kind of reprisal(s) against a member who has been assaulted by a student and chooses to file charges against the student/parents.

The Board will reimburse a member for any loss, damage, or destruction of clothing or personal property of the member while on duty in the school or on the school premises in accordance with Article V, Section L.

The Board and the Association shall mutually develop administrative guidelines for the implementation of this article and of any other matter related to student discipline not specifically treated in this article.

N. ADMINISTERING OF MEDICATION, CONDUCTING HEALTH AND CLEANLINESS INSPECTIONS, AND PERFORMING RESPONSIBILITIES THREATENING TO MEMBERS' HEALTH AND WELFARE

Members shall not be required to be responsible for storage and administering of medication, to conduct health and cleanliness inspections, or to perform any responsibility that would be a threat to the members' health and welfare.

O. TEACHER SUBSTITUTIONS

1. Every reasonable effort will be made to secure a regular substitute before a member is asked to serve as a substitute.

2. In those cases where a regular substitute(s) is/are not available, members who consent may be assigned as a substitute(s) during their planning/preparation time. Members who are assigned (as indicated above) will be paid at an hourly rate of twenty two dollars ($22.00) per hour for all substitution time. In order to receive compensation the member will submit the Teacher Substitution Form (Appendix O) to their building principal.

3. Class coverage pursuant to paragraph 2 above will be arranged by the building principal and will be distributed equitably among the involved members.

4. A member(s) shall not be assigned to take a class or extra students in addition to their regular assignment.

5. This provision shall apply when a member is absent for more than one half of a day.

P. CLASS SIZE/MEMBER WORK LOAD

1. The member of students assigned for the purpose of instruction shall not exceed an average of 25 students per classroom for grades K through 6 on a district wide basis.

2. New students entering K-6 will be assigned so as to keep class size equitable within each grade and subject area.

3. The maximum number of students assigned for the purpose of instruction shall not exceed 25 students per instructional period for grades 7-12 on a district wide basis. This provision does not apply to music, physical education, or any other educational service personnel. Notwithstanding the above the number of students assigned shall not exceed the necessary and available facilities and/or equipment. Reasonable safety standards shall be adhered to.

4. Mainstreamed special education student(s) shall be counted when determining the aforementioned numbers.

5. Students at all levels shall be assigned to available classrooms in an equitable manner.

6. Class sizes/member workloads shall be in accordance with this provision and the minimum standards of the Ohio Department of Education.

Q. MEMBERS ASSIGNED TO HRO (HALLS, RESTROOMS, OTHER) DUTY

HRO duty shall be defined as temporary (trouble areas) assignment to responsibility(ies) of hallway supervision, restroom supervision, or other bargaining unit work that is temporarily or permanently not assigned to another member. Such duty will only be assigned to a member(s) who do not otherwise have a full work schedule as defined by this Contract.

A member will not be assigned to perform responsibilities which have traditionally been performed by employees who are in the Classified Employees Association bargaining unit.

R. INTERVENTION

A teacher, in the course of performing his/her teaching responsibilities, will intervene when deemed necessary to maximize learning for student(s) in his/her class(es). Intervention required as a result of a State-mandated competency test(s) will be as follows:

1. Shall be conducted during the regularly scheduled class time as long as the intervention is not incompatible with the subject content being taught to the entire class and will not have a detrimental effect on other members of the class who are not involved with the intervention.

2. Students shall not be removed from one class (academic subject) to receive intervention in another class (academic subject without the approval of the principal or superintendent).

3. When the intervention program requires an extension of a teacher's contracted day, the teacher shall be compensated on an hourly basis for the additional work time.

S. KINDERGARTEN SCREENING(S)

All members who are kindergarten teachers shall be directly involved with the screening program that is conducted for new kindergarten students. Such teachers shall be provided release time or (with the agreement of the member) paid at the per diem rate for time required during the Summer break period.

T. PLACEMENT OF HANDICAPPED STUDENTS IN REGULAR CLASSROOMS

1. The regular classroom teacher will be given the opportunity to participate in a staffing meeting with the building principal, parent, and special education teacher when placement of a handicapped student in a regular classroom is to occur. Such staffing will occur prior to said placement.

2. Handicapped student(s) being placed in a regular classroom shall be assigned in a manner that will best further their education and will not

cause an environment that is educationally restrictive for other students.

3. If the regular classroom teacher feels that the handicapped student is not progressing satisfactorily or is creating an unfavorable educational climate in the regular classroom, the teacher should so advise the principal. The principal will call a conference of the child's IEP, composed of the principal, teacher, parent and appropriate special education personnel, to discuss the problem. Upon the recommendation of this team, the student may be transferred to special education class.

4. Following the recommendation of the IEP team, a teacher who is required to prepare and maintain an IEP shall be provided a release from student contact not to exceed two work days for such time as necessary for the preparation of the IEP.

U. JUST CAUSE PROVISION

No member shall be disciplined, without "just cause" and compliance with applicable provisions of this Contract. Nonrenewal of any teaching or supplemental contract shall not constitute discipline.

V. EMPLOYEE DISCIPLINE

Employees may be disciplined for violations of this Agreement, Board policies, rules and regulations. Administrators shall investigate alleged violations immediately and shall use a progressive discipline procedure for all offenses.

No employee shall be subject to discipline except for just cause, commencing with Section B (Written Reprimand). Employees shall have representation at the written reprimand stage and above.

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

1. Oral Reprimand;
2. Written Reprimand;
3. 1-Day Suspension without pay-fringe benefits will be maintained;
4. 3-Day Suspension without pay-fringe benefits will be maintained;
5. 5-Day Suspension without pay-fringe benefits will be maintained;
6. Termination pursuant to R.C. 3319.16 by Board of Education.

The signature of the affected bargaining unit member on the discipline notice shall only indicate acknowledgement and not agreement. The bargaining unit member shall have the right to rebuttal.

Any written record of disciplinary action will be kept in the employee's active personnel file except that such records shall be removed after three (3) years if there are no subsequent similar violations. The removed items will be placed in an administrative file.

ARTICLE VI LEAVE PROVISIONS

A. SICK LEAVE

Each member who is employed by the Madison Local Board of Education will be entitled to fifteen (15) days of sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. The Madison Board of Education shall grant up to three hundred twenty (320) days' accumulation for sick leave, severance will be 25% of the accumulated days with a cap of 70 days.

New members or returning members who have exhausted their accumulated sick leave shall be advanced, as needed, up to fifteen (15) days of additional sick leave during each year.

Each member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, adoption, and for absence due to illness, injury, or death in the employee's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parent, stepparents, daughter-in-law, son-in-law, or a member of the member's immediate household.

Each member shall be entitled to use up to ten (10) days of sick leave with full pay when a death occurs in his/her immediate family. Additional days may be granted by the Superintendent upon request of the involved member. Immediate family shall include spouse, child, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, a member of his/her immediate household, a niece, a nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or other person who because of special circumstances has assumed a similar relationship to the staff member.

Notification of a member's intent to use sick leave shall be communicated to the appropriate administrator or designee as established in Board of Education policy, or in the absence of policy, as prescribed in administrative rules and regulations. See Appendix J.

Each member using sick leave shall furnish the Board with a written signed statement to justify the use of sick leave.

If medical attention has been necessary during the period of sick leave, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

The Board shall reserve the right to contact the physician for the purpose of verifying the member's statement within the limits of 2317.01 of the Ohio Revised Code (physician-patient privilege).

Sick leave shall not be charged for days on which schools are not in session due

to calamity, disease, epidemic, hazardous weather conditions, damage to school buildings, or other temporary circumstances due to utility failure rendering the school building unfit for school use.

The previously accumulated sick leave of a member new to the Madison Local School District who has been separated from public service shall be placed to his/her credit upon his/her employment in the Madison Local Schools, provided that such employment takes place within ten (10) years of the date of the last termination from public service. A member who transfers from another school district or other public agency to the Madison School District shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the Madison Local Board of Education.

Members who render part-time seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employment.

Effective July 1, 2011, employees may donate one day per incident into a sick day bank. Any employee with a life threatening or catastrophic incident may send a written request for the number of days requested to the Association President for approval. The request must also be approved by the Superintendent of the Madison Local Schools and the Madison Board of Education. Approval for use of the sick day bank will be on a case by case basis.

B. USE OF SICK LEAVE FOR PREGNANCY

Members may use their full accumulation of sick leave or advancement thereof for absence due to disability caused by or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery there from, and for absence due to the aforementioned reasons involving the employee's immediate family residing in the same house, mother, daughter, or daughter-in-law residing elsewhere. Members, for whom sufficient leave is not available to cover the period of disability due to pregnancy, shall be granted unpaid leave of absence for that portion of the period of disability not covered by sick leave.

The member may elect, in accordance with Part g of this article, to exercise the option of taking an extended leave of absence without pay.

C. USE OF SICK LEAVE FOR ADOPTION

Members may use up to thirty (30) days of accumulated sick leave for each adoption.

D. PROFESSIONAL LEAVE

1. Members may be authorized to attend professional meetings which are scheduled during the regular school term and to visit other schools and/or school districts where such attendance or visits will contribute to the in-service education of the staff and the development of the educational

program of the Madison Local Schools.

2. Requests for attendance at professional meetings shall be submitted to the Superintendent through the building principal. (See Appendix E.)

3. Except under unusual circumstances, not more than four (4) members from each building and/or department shall be approved to attend any one professional meeting or conference.

4. Members shall be reimbursed in addition to the member's salary, for the actual expenses incurred as a result of approved attendance at such meetings as follows:

   a. Travel at the prevailing IRS rate as of July 1 of each year.

   b. Hotel or motel bill not to exceed One Hundred Twenty Five ($125.00) per day (based upon double occupancy) except in those cases in which the Board of Education or the State Department of Education requires the member to attend in which case the entire motel or hotel bill will be reimbursed. There will be an exception when a single room is required. A copy of this bill must be submitted.

   c. Registration fees.

   d. Members on professional leave outside of the boundaries of the school district, who buy meals, shall be reimbursed at rate not to exceed Thirty Dollars ($30.00) per day.

5. Association Leave

   Twelve (12) days of leave will be granted annually to permit attendance of Association members at conventions or other meetings sponsored by the Association or to permit the Association President and/or designees to attend the Association business without loss in pay but at their own expense. The Association President shall submit written notice to the Superintendent of the names of the members who will take such leave under this provision at least one (1) week in advance of the intended absence.

   No more than four (4) members of the bargaining unit may be absent on Association leave on the same school day except that all elected delegates to the representative assembly shall be permissible.

E. PERSONAL LEAVE

1. All members may be granted a maximum of three (3) school days of personal leave per school year (non-cumulative) with pay. Personal leave

shall be used for personal business which cannot be conducted outside the regular school day or for other personal emergency situations.

2. If possible notification of intent to use a personal leave day(s) will be made three (3) school days in advance. Upon return from personal leave the involved member will sign a form indicating the number of days of leave that was used and that said leave was not in violation of this personal leave policy. (See Appendix F).

3. Personal leave days may be taken on a day or half (1/2) day basis. A third consecutive day may be approved by the superintendent upon written request. The request must state the reason for such leave.

4. Personal leave days will not be taken before or after vacation, a holiday, before a record keeping day, or during a record keeping day unless, under special circumstances to be determined by the Superintendent, prior approval is granted.

5. Personal leave days shall not be deducted from the member's sick leave.

6. Personal leave may not be substituted for purposes for which other types of leave are stipulated.

7. Personal leave may not be used to pursue other employment for financial gain.

8. Any unused allotted personal leave day(s) for a school year (July 1 – June 30) shall automatically be converted and applied to the member's accumulation of sick leave days by the Treasurer to be effective as of July 1 of each year. Such conversion shall be accomplished as soon as is administratively feasible after July 1.

9. During the months of May and June:

    a. No more than two (2) teachers may use a personal day on any given day at the following buildings: Madison Middle School grades 7-8, Madison Middle School 5-6, Eastview and Mifflin Elementaries.

    b. No more than three (3) teachers may use a personal day on any given day at Madison South elementary.

    c. No more than four (4) teachers may use a personal day on any given day at the high school or junior high.

    d. The above numbers in a and b of this section shall apply to classroom teachers only.

    e. Except in cases of emergency, as determined by the building principal, denial by the building principal can be appealed to the

Superintendent.

F. ASSAULT LEAVE

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

Members shall be granted assault leave according to the following rules:

1. The physical assault must have occurred during the performance of teaching responsibilities by the involved member.

2. If medical attention is not required, said assault leave shall be limited to three (3) days plus any absence from duty as a result of litigation related to the assault.

3. If medical attention is required, assault leave will be granted for all absence from duty. A certificate from a licensed physician, stating the nature of the disability and its duration, may be required before assault leave payment is made. The physician's statement is to be sent or delivered to the Superintendent of Schools. Absence from duty as the result of litigation related to the assault shall be considered as assault leave.

4. A request for assault leave shall be made on appropriate forms (See Appendix D) to the Superintendent of Schools; exceptions to this would be where physical limitations would prohibit filling out said form.

5. It shall be the obligation of the building principal to maintain contact with the assaulted member to determine the duration of time that a substitute will be needed.

   Any professional staff member who is a witness or has information related to an assault upon a member is requested to put such information in written form and submit it to the principal.

   All provisions of Board policy pursuant to student discipline shall apply to any student involved in an assault.

G. MATERNITY AND ADOPTION LEAVE

In addition to the provisions of sick leave, a member who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for

maternity or adoption reasons.

Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to one year after the child is born or custody is accomplished. This leave shall be extended for one (1) additional year upon application due to the child's continual condition as determined by a doctor. If the member so elects, maternity leave may begin when the sick leave expires or is terminated.

Applications for maternity or adoption leave shall state, in writing, the expected date of birth or custody, the date requested leave is to commence, the date the member hopes to return to service, and the name of the attending physician or adoption official.

Applications for maternity or adoption leave (see Appendix K) should be made thirty (30) days prior to the requested beginning of the leave or extension of same if possible.

Sick leave shall not accrue during maternity or adoption leave. Members on maternity or adoption leave may continue to participate in member Board paid group benefits, provided they furnish the Treasurer with the necessary premium payments before the due date. Since maternity or adoption leave is without pay, the Board paid group benefits, stated herein, does not apply to the State Teachers Retirement System.

At the expiration of the approved leave, the returning bargaining unit member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled or has been eliminated, the returning staff member shall be appointed to a bargaining unit position within the area(s) of certification held by the individual. Such leave time shall apply to seniority and the individual's continuous employment with the Board shall not be interrupted. Upon return to service, the member(s) shall resume the contract status which he/she held prior to such leave in accordance with ORC 3319.13.

H. LEAVE OF ABSENCE

1. A member of the bargaining unit shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, profession, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon written request, the Board may grant an extension of the leave of absence for up to two (2) additional years.

2. A written application (see Appendix K) must be made to the Superintendent or his/her designee on the negotiated form at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency.

3. Members who take leave under this section shall be eligible to continue in

Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

4. At the expiration of the approved leave the returning bargaining unit member shall be granted his/her position held prior to the leave if it is vacant.

   Should the position be filled or has been eliminated, the returning staff member shall be appointed to a bargaining unit position within the area(s) of member certification held by the individual. Such leave time shall apply to seniority and the individual's continuous employment with the Board shall not be interrupted. Upon return to service, the member(s) shall resume the contract status which he/she held prior to such leave in accordance with ORC 3319.13.

I. FAMILY AND MEDICAL LEAVE

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

2. Leave Provisions

   a. Each employee who has been employed for at least twelve months and has during that twelve months been in pay status at least 1250 hours is entitled to up to 12 weeks of unpaid leave per year for the birth, adoption, foster placement, or first-year care of a new child; to care for a child, parent, or spouse with a serious health condition; the employee's own serious health condition; or a qualifying exigency arising out of a family member's covered active duty in the Armed Forces. Each eligible employee is entitled to up to twenty-six (26) weeks of unpaid leave to care for a covered service member who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

      1) The bargaining unit member must provide a medical certificate from a health care provider when leave is taken because of the employee's own serious health condition or to care for a spouse, son, daughter, or parent with a serious health condition, or covered service member with a serious illness or injury.

      2) Spouses who are both employees are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for

the birth**,** adoption**,** foster placement, or first-year care of a child, and a total of twenty-six (26) weeks of leave (rather than 26 weeks each) for the care of a covered service member or the above-stated care of a child.

b. Any leave beyond 12 or 26 weeks in a year for those purposes as applicable may be granted pursuant to the other leave provisions of this Agreement.

c. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.

d. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible.

e. When medically necessary, leave may be taken intermittently.

3. Protection of Employment

a. Upon return from leave, the Board shall restore the employee taking a leave under this article to the same position he/she held when the leave commenced. However, the return of an employee from family leave at the beginning of the school year shall not preclude the right of the superintendent to make an involuntary transfer under Article IV C.2. as if the employee was not on leave of absence during the summer months preceding his/her return.

b. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

4. Insurance continuation

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

In the event a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence under this provision the employer may recover from the employee the costs of any payments made to maintain the employee's insurance coverage, unless the failure to return to work was due to continuation, recurrence or onset of a serious health condition or for reasons beyond the employee's control.

5. Limitations on Leave

Any leave commenced more than five weeks prior to the end of a school

year and of at least three weeks duration may not end during the last three weeks of the school year except with the approval of the superintendent.

Any leave commenced less than five weeks prior to the end of the school year and of at least two weeks duration may not end during the last two weeks of the school year except with the approval of the superintendent.

Any leave commenced less than three weeks prior to the end of the school year and greater than five days duration shall continue until the end of the school year unless return during that school year has the approval of the superintendent.

6. Year

The 12-month period shall be measured forward from the date any employee's first FMLA leave begins.

ARTICLE VII – RIGHTS OF THE ASSOCIATION

The Madison Local Education Association shall have the sole and exclusive Association privileges enumerated in this article.

A. DIRECTORY

The Board of Education, upon annual request by the Association shall provide a list of new and retiring members on or before August 1. The Board shall provide a list of all members of the bargaining unit By September 30.

B. COPIES OF WRITTEN COMMUNICATION

Agenda for all regular and special meetings of the Board of Education and the minutes of those meetings shall be forwarded to the President of the Association.

C. PAYROLL DEDUCTION

The Board shall provide payroll deductions for dues for membership in the Association and affiliates. Forms for these deductions shall be supplied by the association. The enrollment period for payroll deduction of membership dues shall be from September 1 to October 1 of each year. The deduction shall be for fifteen (15) pay periods or as may be otherwise indicated by the President of the Association prior to September 15 of the member ship year. Upon request, payroll deduction privileges shall be available to members hired after October 1. The treasurer of the Madison Local Schools shall forward such deductions to the Treasurer of the Madison Local Education Association within ten (10) days of such collection.

The Treasurer of the Madison Local Schools shall deduct from the final payroll check of any employee who shall leave the district, for any reason, the full

amount of outstanding dues due and payable under the provisions of the payroll deduction authorization form, provided the employee has accrued sufficient net pay to cover such deduction.

A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time, but would continue for the next following year unless the Treasurer of the Board received written notification to the contrary from the individual or the Association on or before September 15 of any membership year. when the Treasurer receives notification from a member, the Treasurer shall promptly forward a copy of such notification to the Association President. The Association President shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

D. USE OF SCHOOL MAILS AND BULLETIN BOARDS

The Association shall be authorized to use the school mails, “Pony,” and members' mailboxes for Association business. A bulletin board will be provided in each building for the exclusive use of the MLEA. The bulletin board shall be located in an area readily accessible to and normally frequented by members.

E. ASSOCIATION BUSINESS

The MLEA and/or its Association representative may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction. The public address system shall be available for Association announcements upon proper notification and approval of the building principal.

F. INFORMAL MONTHLY MEETINGS

There shall be a monthly meeting of the Superintendent and/or others with MLEA officers and/or the Association representative to discuss informally mutually important matters which would include, among other items, the financial position of the school system.

The Board and the Association will explore the possibility of forming a Labor-Management Partnership Program that would be under the sponsorship of the Federal Mediation and Conciliation Service or State Employment Relations Board. The Labor Management Committee will function in accordance with provisions for informally monthly meetings as stated in the preceding paragraph.

G. MEMBERSHIP IN UEP

The Board and the administration will respect the right of all members to join or assist the United Education Profession.

H. FACILITIES

The Association will have the right to use school facilities, buildings, and equipment without cost at all reasonable times, provided such use does not interfere with the educational program.

I. RIGHT TO SPEAK

The Association President or his/her designee shall have the right to address and pass out materials at the new member orientation prior to the opening of school and at other district wide general staff meetings that may be held during the school year.

J. RIGHT TO REPRESENTATION

A member may request the presence of an Association representative at any meeting with the administration/Board where the member(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their jobs(s). Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representatives is in attendance. For the purpose of this section, and "Association Representative" shall mean a building representative, an officer of the Association, or such representative as the member deems necessary.

K. FAIR SHARE FEE

1. Right to Fair Share Fee

a. 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.

b. Notification of Amount of Fair Share Fee

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

c. Schedule of Fair Share Fee Deductions

(1) All Fair Share Fee Payers

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

(a) Sixty days' employment in a bargaining unit position which shall be the required probationary period

(b) or January 15.

(2) Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual far share fee less the amount previously paid through payroll deduction.

d. 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.

e. Procedure for Rebate

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

f. Entitlement to Rebate

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

g. Indemnification of Board

(1) The Association on behalf of itself and the Ohio Education Association and National Education Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

(3) The Association shall reserve the right to designate counsel to represent and defend the Board;

(4) 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;

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

ARTICLE VIII-SCHOOL FACULTY COMMITTEE AND IN-SERVICE EDUCATION

A. SCHOOL FACULTY COMMITTEE

1. A School Faculty Advisory Committee will be formed in each building.

2. The purpose of the School Faculty Advisory Committee will be establish lines of communication with regard to specific areas of concern of members and administration and to seek common solutions to these concerns so that a positive approach and attitude can be attained by the total building staff.

3. Formation of Committee:

a. Any Association member may participate on the Committee.

b. The building principal will act as the chairperson of the building Committee.

c. A secretary will be elected at the first meetings. The secretary shall be responsible for: (1) soliciting items for the agenda from all members and administrators; (2) preparing agenda; (3) "posting" agenda for all members and distributing to administrators in the building at least twenty-four (24) hours prior to the meeting; (4) taking minutes of all Committee meetings; and (5) distribution of minutes to all members and administrators.

d. Meetings will be held monthly and as needed at the call of the chairperson or by a letter signed by at least three (3) Committee members.

B. IN-SERVICE MEETINGS

The Association and the Board recognizes that local in-service training is necessary to keep up-to-date with new programs and is beneficial to the educational program.

The Board will sponsor two (2) Professional Meeting Days per year. The first Professional Meeting Day shall occur on the day preceding the Teachers' Work Day at the beginning of the school year and the other in October.

Two (2) preschool meeting days will be held, including a Professional Meeting Day and a Teacher Work Day, with no more than three (3) hours of the Teacher Work Day being designated for required meetings.

Any meetings scheduled for the purpose of professional development will be on a voluntary basis unless a teacher is relieved of their duties during the work day.

A professional development committee will be established to review school improvement as defined by NCLB High Professional Development. The Committee will consist of a minimum of three (3) administrators and one (1) union representative from each building to discuss professional development initiatives for school improvement and the implementation of a reasonable schedule. These meetings will occur in September, December, and April.

C. TUITION FOR ADULT EDUCATION

Madison Local members and their spouses who enroll in Madison Adult Education classes will pay the regular tuition; however, they will be refunded 100% of the tuition when they have met the following criteria:

1. All full-time employees, as herein defined, who enroll in Madison Adult Education career enhancement/personal interest classes will pay regular tuition; however, they will be refunded 100% of the tuition as provided below.

2. Tuition will be refunded for one (1) class per session providing there are available seats once all regular paying students have registered and the

total tuition collected from regular students will cover all expenses. In cases where tuition from regular students in a class is insufficient to cover expenses, employees will be notified and given the option to drop with a full refund or continue without a refund.

3. Employees must file an Employee Registration Refund/Credit Request form with the adult education office upon completion of the class. If the employee successfully completes the course and attends 90% of the class hours, the employee must have the instructor sign the form and then return the form to the Adult Education Office where the refunds will be processed. Additionally, employees who attend the first scheduled class and then decide to drop the class prior to the second scheduled class shall receive a full refund. Those who attend two (2) classes and decide to drop the class prior to the third scheduled class will receive a refund that is prorated on the basis of having attended two (2) classes. Thereafter, no refunds will be processed. All refunds shall be forwarded to the employee within ten (10) days of the request for such a refund.

4. All books, supplies and/or fees must be paid at 100%.

5. Tuition refunds will not apply to courses contracted with outside agencies or career development courses/programs terminating in an industry credential.

6. Employees of the adult education department shall be permitted to enroll in any adult education career enhancement/personal interest course or career development program tuition free, providing there are available seats once all regular paying student have registered and the total tuition collected from regular paying students covers all expenses. When applicable, the adult education employee must apply for any financial grants through the adult education financial aid administrator. Any grants awarded will be applied toward the cost of tuition. The course/program schedule must be outside the employee's regular scheduled work day. All books, supplies and/or fees must be paid at 100%.

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and MLEA agree to create, pursuant to R.C. 3319.22(C), a Local Professional Development Committee, hereinafter LPDC.

1. Purpose and Authority

a. The purpose of the LPDC shall be to oversee and review professional plans for course work, continuing education units and equivalent activities for recertification and licensure.

b. The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated

agreement or law.

2. Selection of Committee Members

   a. The LPDC shall consist of five (5) members, three (3) teachers selected by the MLEA, a principal appointed by the Superintendent, and the Superintendent or his designee.

   b. MLEA members shall be selected in accordance with the MLEA Constitution and Bylaws. The MLEA shall determine replacement and recall of its members.

   c. The Superintendent shall determine the replacement and recall of the principal and Superintendent designee members.

   d. An administrative or non-teaching employee seeking recertification may request an administrative majority to consider his/her recertification. The temporary administrative majority shall be created by a reduction in the number of teacher voting members by two (2).

   e. Teacher members shall serve terms of three (3) school years (July 1-June 30) provided the initial appointments shall be one for one year, one for two years, and one for three years.

   f. The term of the principal and Superintendent designee shall be three (3) school years.

3. LPDC Procedures

   a. The LPDC shall determine the time, location and number of committee meetings. The approval of the Superintendent is needed if a meeting is to be scheduled during the school day.

   b. If a meeting is scheduled with the Superintendent's approval during the school day, each LPDC member shall be released without loss of pay to attend said meeting.

   c. The LPDC will post notification of meetings forty-eight (48) hours in advance of the proposed meeting.

   d. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the State of Ohio.

   e. The LPDC shall work with other educators to establish its Plan of Operation.

   f. The LPDC shall report to the Board concerning its activities twice during the school year.

4. Training and Compensation

   a. The LPDC member shall be provided with on-going training as determined by the committee within their budget.

   b. LPDC teacher members shall be compensated $1250.00 flat rate in order to perform his/her LPDC duties.

   c. The Board will appropriate an adequate annual budget for training, supplies and substitute teachers to operate the LPDC in accordance with law.

5. Facility, Equipment and Support Services

   a. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

   b. Individual members/employees shall be required to keep original copies of any documentation provided to the LPDC.

6. Employee Protection

   a. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.

   b. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement.

7. LPDC Appeals Procedure

   a. The LPDC shall determine its own appeals procedure. This procedure will not be in violation of state guidelines for LPDC appeals.

   b. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

   c. The LPDC's decision is appealable to the state level (if state level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

      The LPDC shall keep and retain records of its meetings, decisions and recommendations. All records of the committee shall be public as required by state statutes governing LPDC.

The committee shall not vote on official business unless one non-MLEA appointee is present.

E. SAFETY COMMITTEE

A district-wide committee will be formed consisting of three (3) Association representatives, Operations Supervisor, and three (3) Administrators.

A recommendation to the Board of Education will be made by January 1 of each year for review and approval.

ARTICLE IX - SALARY AND FRINGE BENEFITS

A. REGULAR SALARY SCHEDULE

1. All members shall be paid according to the index salary schedule and related provisions of this article (Appendix A).

2. The base rate of the salary schedule shall be the bachelor's degree column, Step 0.

3. a. Effective August 1, 2015 through July 31, 2016, the base rate shall be thirty thousand five hundred twenty nine dollars and sixty three cents. (2.5% base increase).
Effective August 1, 2016 – July 31, 2017 the base rate shall be thirty one thousand two hundred ninety two dollars and eighty seven cents. (2.5% base increase)
Effective August 1, 2017 – July 31, 2018 the base rate shall be thirty one thousand nine hundred eighteen dollars and seventy three cents. (2% base increase)
Members that would be eligible for a step 28 or higher will receive a $500 longevity stipend that will be paid each year of the contract for school years 2015-2016, 2016-2017, and 2017-2018.

4. STRS Pick-Up

a. Pick-Up and Pay

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members. Currently the Board pays six and five tenths percent (6.5%). Effective August 1, 2008, the Board shall pick-up and pay a share of the member's STRS payments in the amount of six and seventy-five hundredths percent (6.75%).

b. STRS Pick-Up by Salary Reduction

(1) The remaining portion of the STRS member's contribution shall be picked up and paid by the Board by reducing the annual compensation of the member by an equal amount.

(2) The pick-up percentage shall apply uniformly to all members of the bargaining unit.

(3) No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of employer pick-up.

(4) For IRS purposes only, annual compensation listed on the W-2 form shall be the member's annual compensation reduced by the difference between the member's total premium obligation and the appropriate amount as described in Part 4 a above.

5. The aforementioned salary schedule(s) is/are understood to represent the appropriate compensation that each member of the bargaining unit shall be entitled to for performing responsibilities that are within the scope of the unit definition and the member workday and year as defined in Article V. Said members shall not be required to perform such services for more than one hundred eighty-four (184) days in any school year and such days shall be in accordance with the Board adopted school calendar. Should a member be required to work more than seven and one-half (7 ½) hours by his/her immediate supervisor in any day and such work is not included in the supplemental pay schedule, said member will be paid additional compensation at the rate of nineteen dollars and fifty cents ($19.50) per hour for all such time worked.

   This provision shall not apply to a maximum of two (2) staff meetings per month of one hour or less duration and for scheduled school open house and parent/teacher conference times.

6. Placement on the Schedule

   a. Members shall be placed on the salary schedule according to their training and experience.

   b. Members with less than a bachelor's degree or a bachelor's degree shall be paid on the bachelor's degree column.

   c. Members with a bachelor's degree that have earned fifteen (15) semester hours after earning the bachelor's degree, shall be placed on the bachelor's + 15 hours column. The earning of 150 hours and a bachelor's degree shall be considered equal to the bachelor's + 15 column. The hours may be graduate hours, undergraduate hours, or a combination of both.

d. Members with a master's degree shall be paid on the master's degree column.

e. Members with a master's degree that have earned an additional fifteen (15) semester hours after earning the master's degree, shall be paid on the master's + 15 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.

f. Members with a master's degree that have earned an additional thirty (30) semester hours after earning the master's degree, shall be paid on the master's + 30 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.

7. Recognized Placement Criteria

a. Degrees referred to above shall mean an earned degree from an accredited institution.

b. Three (3) quarter hours shall equal two (2) semester hours.

c. Ten (10) Continuing Education Units (CEU's) obtained from a provider authorized by the Ohio State Department of Education shall equal one (1) semester hour.

d. Upon initial hire, a member shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by a state or the U. S. Government and, for all active military service in the Armed Forces of the U. S., to the maximum of ten (10) years.

e. One (1) year of teaching experience shall mean the member has provided service for 120 days or more in any one school year.

8. Advancement on the Salary Schedule

a. Graduate or undergraduate credit hours obtained by each bargaining unit member shall be reviewed upon receipt by the Board. Appropriate placement for each member on a salary schedule shall be made at the beginning of the next month except that no pay adjustments will be made after March 1 of each school year.

b. Vertical Advancement

A member shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

9. Pay Plan

All employees will be paid over twenty-six pays (26) except in school years in which the seven (7) year pay creep occurs. In such years, beginning with the second pay of June the pay dates will be moved forward by one day each for 5 pays. Direct deposit notices and W2 Wage and Tax Statements will only be printed upon individual request.

B. PER DIEM RATE

The per diem rate is 1/184 of the member's regular salary. A member performing teaching duties beyond the contracted year shall be paid on a per diem rate prorated to reflect the length of the teaching day. For purposes of this article only, a full day will be considered six and one-half (6 ½) hours.

C. MILEAGE

Members who are required to travel as the result of their teaching assignment shall be compensated at the prevailing IRS rate per mile. The rate does not apply to travel as the result of attendance at professional meetings.

D. SEVERANCE POLICY

The Board of Education will grant severance pay to all retiring members under the following provisions:

1. Members must be eligible for retirement according to regulations set forth by the State Teachers Retirement System.

2. The member must actually retire and must show evidence to the Treasurer that retirement payments are being received.

3. The daily rate for calculating severance pay shall be that amount paid, per day, on the contract in effect at the time of retirement.

   a. To determine the daily rate, the total base salary shall be divided by the number of days required by the current school calendar, or, if the school year is completed, the preceding calendar.

   b. Members on extended service shall work twenty (20) additional days for each month and these days shall be added to the school calendar for severance purposes.

4. The number of days for which payment is made shall be limited to one-fourth (¼) of the accumulated sick leave up to two hundred eighty (280) days.

5. Upon disbursement of severance pay, all sick leave credits will be

eliminated from the school's records.

6. Severance pay shall be paid upon the next regularly scheduled payday after showing evidence to the treasurer that retirement payments are being received. The member may opt to have all or any part of the severance pay paid into a tax sheltered annuity provided:

   (a) the election to do so is made prior to the date of retirement, and

   (b) a calculation showing the amount to pay into the tax-sheltered annuity is prepared by a representative of the annuity and provided to the treasurer by the member.

   (c) If said member expires before providing proof of retirement to the treasurer, the severance pay shall be paid to the estate of the deceased retired member upon proper verification by the personal representative of the estate.

E. SUPPLEMENTAL PAY

1. Any member performing duties listed in the supplementary pay schedule shall receive the indicated compensation for that additional duty. This compensation can be increased but not decreased by action of the Board.

2. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board.

3. Members shall not be required to serve as club advisors unless the club is approved by the Board.

4. Period of assignment of additional duty shall appear on the supplemental contract.

5. At the end of the supplemental duty period, the principal and the coach/advisor should have a conference to review the seasonal assignment.

6. The ratios specified in the Supplemental Pay Schedule will be applied to the current effective B.A.-0 step of the member salary schedule to determine supplemental compensation.

   Experience shall be awarded for experience in the same or similar area of responsibility (example: baseball, softball, etc.) both within and outside the district. Persons moving to a head coaching position will receive credit on the head coaches schedule for years assisting in the same or similar sport.

7. Vacant supplementals shall be posted as per negotiated agreement. If a qualified member applies, he/she will have the right to fill said position. If no

member applies, then the Board has the option as to whether they choose to fill the position.

Notwithstanding the foregoing, the Board reserves the right to not fill any supplemental on an annual basis for which there is insufficient student interest. The President of the Association shall be notified of the determination of not to fill any supplemental position(s).

8. Non-MLEA members shall be non-renewed at the completion of the school year, and the position shall become vacant.

9. SUPPLEMENTAL PAY SCHEDULE:

ACADEMIC POSITION	0-2 years	3 years
1. Academic Challenge Advisor M.S./Elementary	3.0	3.9
2. Academic Advisor- Academic Challenge-High School	3.0	3.9
3. Art Club Advisor	2.5	2.8
4. Audio Visual Director-H.S.	9.0	9.9
5. Audio Visual Director- M.S.	7.0	7.7
6. B.P.A. Advisor-H.S.	3.0	3.3
7. Band Assistant-H.S.	8.0	8.8
8. Choir (Vocal) Director - H.S.	3.0	3.3
9. Class Advisor - Freshman	1.0	1.1
10. Class Advisor - Sophomore	2.0	2.2
11. Class Advisor - Junior	3.0	3.3
12. Class Advisor - Senior	3.0	3.3
13. DECA Advisor	3.0	3.3
14. Department Chairpersons	3.5	4.5
15. Dramatics Advisor-H.S.	3.5	3.9
16. Dramatics Advisor-M.S.	3.5	3.9
17. F.C.C.L.A. Advisors-H.S.	2.5	2.8
18. F.C.C.L.A. Advisors- M.S.	2.5	2.8
19. Faculty Manager	17.5	19.5
20. Foreign Language-French Club Advisor	2.5	2.8
21. Foreign Language-Spanish Club Advisor	2.5	2.8
22. HERO Advisor	3.0	3.3
23. Key Club Advisor-High School	3.5	3.9
24. Key Club Advisor- M.S.	2.5	2.8
25. Mock Trial Team Advisor	2.0	2.2
26. Music Assistant	5.5	6.1
27. National Honor Society Advisor-H.S.	2.5	2.8
28. Newspaper Advisor-H.S.	3.5	3.9
29. Newspaper Advisor-M.S.	3.5	3.9
30. Red Cross Club Advisor-H.S.	2.5	2.8
31. Science Club Advisor – H.S.	2.5	2.8
32. Sp.Ed.Members hired prior to 8/73	3.0	3.45
33. Student Council Advisor-Elementary	3.5	3.9

34.	Student Council Advisor-H.S.	3.5	3.9
35.	Student Council Advisor-M.S.	3.5	3.9
36.	Varsity "M" Advisor-H.S.	2.5	2.8
37.	Skills–USA Advisor–H.S.	7.0	8.5
38.	Writer's Club-H.S.	2.5	2.8
39.	Yearbook Advisor-H.S.	9.0	9.9
40.	Technology Support	12.5	14.5
41.	Special Education Building Coordinators-		
	H.S., M.S., South	3.9	4.9
	Eastview, Mifflin	2.0	2.0

ATHLETIC RESPONSIBILITIES

1.	Head Baseball Coach-H.S.	13.5	14.85
2.	Asst. Baseball Coach-H.S.	9.5	10.45
3.	Head 9th Baseball Coach-H.S.	9.5	10.45
4.	Head Varsity Basketball Coach-H.S.	25.0	27.50
5.	Asst. Varsity Basketball Coach-H.S.	13.5	14.85
6.	Head 9th Basketball Coach-H.S.	10.45	11.55
7.	Head 8th Basketball Coach	9.5	10.45
8.	Head 7th Basketball Coach	9.5	10.45
9.	Head Varsity Cheerleader Advisor-H.S.	9.5	10.45
10.	Asst. Varsity Cheerleader Advisor	7.5	8.25
11.	Cheerleader Advisors-M.S.	5.0	5.50
12.	Head Cross Country Coach	9.5	10.45
13.	Asst. Cross Country Coach	7.5	8.25
14.	Equipment Manager- H.S.	6.0	6.60
15.	Fitness Coach	3.5	3.85
16.	Head Varsity Football Coach-H.S.	25.0	27.50
17.	Asst. Varsity Football Coach-H.S.	13.5	14.85
18.	Head 9th Football Coach- H.S.	10.5	11.55
19.	Asst. 9th Football Coach- H.S.	9.5	10.45
20.	Head 8th Football Coach	9.5	10.45
21.	Asst. 8th Football Coach	9.0	9.90
22.	Head 7th Football Coach	9.5	10.45
23.	Asst. 7th Football Coach	9.0	9.90
24.	Head Golf Coach-H.S.	9.5	10.45
25.	Asst. Golf Coach-H.S.	6.0	7.0
26.	Intramurals Coach-Elementary	10.0	11.00
27.	Intramurals Coach-H.S.	8.0	8.80
28.	Intramurals Coach- M.S.	8.0	8.80
29.	Head Softball Coach-H.S.	13.5	14.85
30.	Asst. Softball Coach-H.S.	9.5	10.45
31.	Head Tennis Coach-H.S.	9.5	10.45
32.	Head Varsity Track Coach-H.S.	13.5	14.85
33.	Asst. Varsity Track Coach-H.S.	9.5	10.45
34.	Head 7th & 8th Track Coach	9.5	10.45
35.	Fitness Coordinator-H.S.	6.0	6.60
36.	Head Varsity Volleyball Coach-H.S.	13.5	14.85
37.	Asst. Varsity Volleyball Coach-H.S.	9.5	10.45
38.	Head 9th Volleyball Coach- H.S.	9.0	9.90

39.	Head 7th Grade Volleyball Coach	8.0	8.80
40.	Head 8th Grade Volleyball Coach	8.0	8.80
41.	Head Varsity Wrestling Coach-H.S.	18.0	19.80
42.	Asst. Varsity Wrestling Coach-H.S.	11.0	12.10
43.	Head 7th & 8th Wrestling Coach	9.5	10.45
44.	Asst. 7th & 8th Wrestling Coach	7.5	8.25
45.	Head Soccer Coach	13.5	14.85
46.	Asst. Soccer Coach	9.5	10.45
47.	Swim and Dive Team Coach-H.S.	9.5	10.45

10. Grant Writing

a. Members desiring to submit a grant must have pre-approval of their building administrator.

b. Grants of $10,000.00 or Greater

(1) Grants with One to Three Authors

Monetary rewards of Fifty Dollars ($50.00) per author will be granted for grants.

(2) Grants with Four or More Authors

Monetary rewards of one hundred fifty dollars ($150.0) will be deposited the principal's fund. Distribution of this money will be decided by the group of authors.

F. INSURANCE

1. General Provisions

a. Coverage

(1) The Board shall provide for all members the following comprehensive insurance coverage: hospital, surgical and major medical, dental, group life, and vision.

(2) The level of insurance benefits, coverages or services shall be no less than the level provided during the 1985-86 school year and the specifications stated in Part 2 of this section.

(3) The Board shall provide single or family coverage as requested by the member.

b. Enrollment

(1) Members must enroll in the plan in order to receive benefits. Upon employment, the member shall receive an enrollment

form from the Board.

(2) New members may enroll within thirty-one (31) days of employment with the coverage becoming effective the first of the month following fifteen (15) working days in pay status. For any member enrolling after thirty-one (31) days, insurance coverage will be effective on the date the company approves proof of good health for the member and each of their dependents.

A member may change coverage status from single to family or vice versa at any time, effective the first of the month following notification of the change.

Forms for changes in enrollment status shall be made available by the Board. Claim forms for each plan shall be available in each building or work site.

c. Insurance Contracts

(1) Copies of Benefit Contract

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

(2) Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Contract.

(3) Benefit Description for New Members

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

(4) Copies of Improvement in Existing Benefits

Within thirty (30) days of the effective date of any

improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier of the improved plan.

d. Conditions

(1) The insurance benefits provided by this section shall be provided to all members who are employed more than half time.

(2) In situations where both husband and wife are members of the bargaining unit and they opt to carry only one (1) family plan, with premium paid 100% by the Board.

2. Insurance Plans

a. Hospital/Surgical/Major Medical, Dental, Prescription, and Vision Insurance - The Board shall continue to provide hospital/surgical and major medical insurance, through a carrier licensed by the State of Ohio, for members and their dependents.

(1) Total Managed Health Care Plan (P.P.O)

Members will participate in the Total Managed Health Care Plan (P.P.O.). By choosing this option the Board's contribution levels will be ninety-three percent (93%) for single and family coverage. The member will contribute seven percent (7%). The District will modify the new plan to include unlimited occupational therapy and physical therapy. Chiropractic visits are limited to 25 visits per year per the Schedule of Benefits. Prescriptions will be covered at 90% in network.

Beginning January 1, 2016: Total Managed Health Care Plan – Members who participate in this screening will pay 7% of their insurance premium; those who decline participation will pay 10% of their insurance premium. The Board will pay the equivalent of the cost for Medical Mutual Onsite Health Screenings whether performed at the member's physician's office or onsite health screening locations. There will be no other requirements beyond the initial screening. The Board will provide adequate time during school hours so that all members who choose to participate in the onsite health screening can be tested during the work day.

The Board will provide a Medical Mutual/Fedeli representative to each building, during each school year, on an inservice day. The purpose is to educate members

regarding our insurance policy provisions, to address frequently asked questions, and to answer general questions posed by members.

Beginning January 1, 2017: Office visit copayment by a member shall be $20 for visits to the member's primary care physician/specialist.

<u>Deductibles</u>

IN NETWORK:	**NON NETWORK:**
Single: $350	**Single: $700**
Family: $700	**Family: $1,400**

Beginning January 1, 2018: Office visit copayment by a member shall be $25 for visits to the member's primary care physician/specialist.

<u>Out of Pocket Maximum</u> (includes deductible, coinsurance medical and prescription copayment)

IN NETWORK:	**NON NETWORK:**
Single: $750	**Single: $1,500**
Family: $1,500	**Family: $3,000**

The Summary of Benefits forms will be inserted into the contract as they become available each year.

This does not limit anyone currently receiving medical treatment for a potentially life threatening medical condition. Those individuals are able to maintain their current non-PPO medical services at the network rate for the duration of the current illness.

If a member cannot find a network provider within twenty (20) miles of the 44905 zip code, the Board will reimburse said member the difference in cost, provided that the member satisfactorily completes the form APPENDIX N within fourteen (14) days after receipt of the Medical Mutual EOB.

(2) Traditional Plan vs. Hospital Only PPO

Hospitals that are in the network will be covered at 90%. In an area where an individual has access to a network facility and chooses to go to a non-network hospital, coverage will be lowered to 70%.

In an event where an individual lives outside of a network area, greater than twenty (20) miles to a network hospital, coverage shall be at 90%. All emergency care at any hospital will remain at the higher coinsurance level. If an individual is in a life threatening position, coverage will remain at the higher level until the individual is stabilized and can be moved to a network facility in order to receive the higher level of coverage.

b. Life Insurance - Each member shall be provided the term life insurance coverage that has a face value of Thirty Thousand Dollars ($30,000.00). Such policy shall further include a like amount of coverage for accidental death and dismemberment. The Board shall pay one hundred percent (100%) of the cost of this coverage. Policy shall include a conversion clause that would allow members the right to convert (at his/her expense) a like amount of life insurance to whole life coverage at the time of retirement.

c. Major Dental Program - The Board shall continue to provide a major dental program equal to or exceeding the Guardian group number 439116 (effective August 2008) for members and eligible dependents. The Board shall pay ninety-three (93%) of the monthly premium and the member shall pay seven percent (7%) of the monthly premium for single and family coverage.

d. Vision Service - The Board shall provide vision care insurance as shown in Schedule of Benefits for Medical Mutual group number 418649-012 for members and eligible dependents. The Board shall ninety-three (93%) of the monthly premium and the member shall pay seven percent (7%) of the monthly premium for single and family coverage.

The Summary of Benefits forms will be inserted into the contract as they become available each year.

G. ESTABLISHING CAREER-TECHNICAL MEMBERS ON SALARY SCHEDULE

1. Members holding an appropriate career-technical education license and a college degree shall be placed on the salary schedule according to years of experience (teaching and trade related) and amount of training (college courses).

2. Members holding a career-technical license or certificate without a college degree shall be placed on the salary schedule as follows:

a. Five (5) years of experience in the appropriate field shall qualify the member for the level of bachelor's degree with no years experience.

b. Years of experience in the field in excess of the five (5) years apprenticeship level be credited on the salary schedule on a two-to-one basis. (Two years of work for one year credit.)

c. Military credit shall be granted on a one-to-one basis up to a maximum of five (5) years.

d. Prior teaching experience shall be credited on a one-to-one basis, with a maximum of ten (10) years. One hundred twenty (120) days of teaching service in one year shall be the minimum days for one full year of experience on the salary schedule.

e. There shall be a ten (10) year limit, including prorated previous work experience and military experience, for those members new to the system.

f. Career-technical members, having completed the teacher education program as outlined by the Department of Education, Career-Technical and Adult Education and who qualify for a provisional license, will be placed on the BA+15 level of the salary schedule, with experience credited as indicated above.

3. In unusual circumstances that require exceptions, the Superintendent is authorized to recommend such exceptions to the Board for approval. Such exceptions shall be limited to experience credit only.

H. PAYROLL DEDUCTIONS

1. Authorized payroll deductions would include the following:

a. Membership dues for the United Education Profession (MLEA, NCOEA, OEA, and NEA)

b. Contributions to the United Appeal

c. Tax Sheltered Annuities

d. Empire Affiliates Credit Union

e. Political Contributions

f. The OEA fund for Children and Public Education

g. Other deductions as may be mutually agreeable to the Board and the Association. Authorized deductions shall be forwarded to the appropriate recipient for such funds within three (3) business days of the deduction.

2. A written, signed authorization must be provided to the Treasurer of the

Board to initiate a payroll deduction to any of the aforementioned organizations. Five employees are required to initiate a deduction program per provider. The first deduction would be withheld from the earliest possible payroll but no later than the second payroll after proper authorization is received by the Treasurer.

3. The treasurer shall make electronic transfers for an employee who so notifies the treasurer's office in writing. An employee's salary shall be paid by electronic transfer to a bank(s) and/or savings and loan institution(s) of the employee's choosing not later than 8:00 a.m. each pay date.

   Beginning December 1, 2004, all employees will be enrolled in electronic deposit at the bank/financial institution of their choice provided such bank/financial institution has the capacity to process electronic deposits.

   Employees shall not be forced to change their bank(s)/financial institution(s). Such enrollment shall be on a trial basis for a three (3) month period.

   At the end of the trial period, if a minimum of ninety percent (90%) of the employees wish to continue with electronic deposit, then it shall be mandatory for all employees thereafter provided that their bank(s)/financial institution(s) have the capacity to process electronic deposit.

   This benefit will be available at no cost to the employee. Employees shall be able to select and change ban(s)/financial institution(s) at their individual options.

I. LEARNING DISABILITY TUTORS

1. Learning Disability tutors shall be entitled to all benefits that are provided for other members of the bargaining unit in accordance with the provisions of this Contract and/or law.

2. The tutor's schedule shall be by a consistent arrangement and each tutor shall be entitled to planning and preparation time of 45 minutes per day on an individual basis. The workday shall be seven and one half (7 1/2) hours inclusive of thirty (30) minutes duty free lunch.

3. All tutors employed by the Board shall be the holder of the teacher's certificate(s) that is/are required by the State Department of Education.

4. Effective August 1, 1993, learning Disability tutors shall be placed on the teachers' salary schedule that is provided for by this Contract. Such placement shall be initially based upon the individual's training (i.e., B.A., B.A.+15, M.A., etc) and step 0 of the salary schedule. Thereafter, the movement on the schedule shall be on the same criteria as would be applied to other ember(s). New hires for the 1993-94 school year and thereafter will be placed on the salary schedule in the same manner as has

been described above.

J. MEMBER'S CHILDREN - TUITION FREE

A member(s) whose residence is not within the boundary of the Madison Local Schools shall have the right to enroll his/her child(ren) in the Madison Schools through open-enrollment with no obligation to pay a tuition fee.

The enrollment process will allow each member who is interested in enrolling his/her child(ren) to specify a first, second, and third choice of school buildings (where appropriate). The assignment of the child(ren) will be determined by availability of space, existing class size, etc.

ARTICLE X - ADULT EDUCATION

The aforesaid parties (the Board and the Association) to this Understanding do hereby agree that the purpose of this Understanding is to provide for the implementation of an Understanding (executed on 11/23/92) that the parties entered in regarding the inclusion of certain Adult Education Instructors into the Association's Bargaining Unit (see Assoc. Ex. A-21 attached) and the State Employment Relations Board's (SERB) approval of a jointly filed petition for clarification of the Bargaining Unit, Case Number 93-REP-04-68 see Assoc. Ex. A-22 attached).

The parties further agree that such Adult Education Instructors shall be entitled to all wages, hours, and other terms and conditions of employment as are now or as may in the future be a part of the Collective Bargaining Agreement unless such wages, hours, or other terms or conditions of employment are expressly modified and/or clarified by this Understanding.

The parties agree that the following provisions of the successor Collective Bargaining Agreement (effective 8/1/94) will be interpreted (as indicated below) as such provisions would impact the Adult Education Instructors:

ARTICLE I Sections B(1) and B(2): Clarification of Bargaining Unit.

and

ARTICLE II Section A: Assistant Adult Education Director. Language for these three Sections will depend upon the clarifications received from SERB. (see pages 26 and 27 of this Report)

ARTICLE III - EVALUATION AND CONTRACTS

H. CONTRACTS

3. The supplemental contract presently in effect in the Adult Education Department shall be continued in its present form.

I. REDUCTION IN FORCE

4. In the Adult Education program, reduction in force may occur because of low student enrollment. Notwithstanding the time limits of this Section, notification of reduction in force for Adult Education Instructors shall occur not later than two (2) weeks prior to the beginning of class, and actual layoff may occur any time thereafter.

I. ENTRY-LEVEL TEACHERS

The mentor for Adult Education Instructors shall be an Adult Education Instructor.

ARTICLE V - TEACHING CONDITIONS

A. PREPARATION TIME

This paragraph shall not apply to Adult Education Instructors. However, Adult Education Instructors in occupational-specific training shall be allowed one hour of paid preparation time per scheduled workday.

B. CALENDAR

A calendar shall be developed annually the Adult Education Administration, considering recommendations from the Adult Education Staff.

D. LUNCH PERIODS

This provision shall not apply to Adult Education Instructors.

E. PROFESSIONAL WORK CENTER

Each Adult Education Instructor shall have access to necessary supplies and equipment, computer, copy machine, typewriter and telephone.

F. PARENT-TEACHER CONFERENCES

This provision shall not apply to Adult Education Instructors. However, Adult Education Instructors may conduct student interim report conferences during his/her normal workday while students are in class.

O. TEACHER SUBSTITUTIONS

This provision shall not apply to Adult Education Instructors.

P. CLASS SIZE/MEMBER WORK LOAD

This provision shall not apply to Adult Education Instructors; however, the class size shall not exceed the capacity of the facilities, i.e., desks, work stations, equipment, etc.

Q. MEMBERS ASSIGNED TO HRO (HALLS, RESTROOMS, OTHER) DUTY

This provision shall not apply to Adult Education Instructors.

ARTICLE VI - LEAVE PROVISIONS

D. PERSONAL LEAVE

This provision shall not apply to Adult Education Instructors. However, each Adult Education Instructor member will be allowed the number of personal hours each school year that represents the hourly equivalent of the three personal days allowed teachers, as determined by the ratio of that member's annual scheduled hours to the annual scheduled hours of a full-time teacher.

ARTICLE VIII - SCHOOL FACULTY COMMITTEE AND IN-SERVICE EDUCATION

A. SCHOOL FACULTY COMMITTEE

The Adult Education Program shall be considered a Department for the purposes of this part.

C. TUITION FOR ADULT EDUCATION

Adult Education Instructors will not be assessed a fee for taking Adult Education classes.

ARTICLE IX - SALARY AND FRINGE BENEFITS

1. All members shall be paid according to the index salary schedule and related provisions of this article.

2. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.

3. Effective August 1, 2015 through July 31, 2016 the base rate shall be 20.84 per hour.

Effective August 1, 2016 through July 31, 2017 the base rate shall be 21.36.

Effective August 1, 2017 through July 31, 2018 the base rate shall be 21.79.

Members that would be eligible for a step 28 or higher will receive a $500 longevity stipend that will be paid each year of the contract for school years 2015-2016, 2016-2017 and 2017-2018.

The hourly rate for each Step is as follows:

Step	Index	8/1/2015	8/1/2016	8/1/18

0	1.0000	20.84	21.36	21.79
1	1.0400	21.67	22.21	22.66
2	1.0800	22.51	23.07	23.54
3	1.1200	23.33	23.92	24.39
4	1.1600	24.16	24.77	25.26
5	1.2000	25.01	25.63	26.15
6	1.2400	25.84	26.49	27.01
7	1.2800	26.68	27.35	27.90
8	1.3200	27.50	28.19	28.75
9	1.3600	28.35	29.05	29.63
15	1.3700	28.58	29.29	29.88
20	1.3800	28.76	29.48	30.07
25	1.4200	29.59	30.33	30.94
27	1.4400	30.01	30.76	31.37

B. ADDITIONAL TIME WORKED

Adult Educational Instructors required to work beyond their contracted hours shall be paid at their hourly rate.

F. INSURANCE

Adult Education Instructors shall be offered the opportunity to purchase, on a self-paid basis, any or all of the Insurance Plans provided teachers. Within the required priorities and legal limits governing payroll deductions, premiums may be paid through payroll deductions if the member so desires. Any excess of the premium over the amount deducted shall be paid by the member directly to the Insurance Carrier. The Adult Career Center teachers will receive a $625 yearly stipend due to the fact that they do not receive insurance benefits.

I. This Section should not apply, as there is no need for learning Disability Tutors in the District's Adult Education Program.

J. MEMBER'S CHILDREN - TUITION FREE

This provision shall not apply to Adult Education Instructors unless the students qualify for open enrollment in with Board policy.

All other provisions of the successor Collective Bargaining Agreement (effective 8/1/94) will remain unchanged and will apply to Adult Education Instructors in the same manner as they apply to other members of the Bargaining Unit.

ARTICLE XI - EFFECTS AND DURATION OF CONTRACT

A. EFFECTS OF CONTRACT

The terms and conditions of this Contract shall remain in full force and effect through July 31, 2015.

All terms and conditions of the current Contract (expiration date July 31, 2013) that were not made a subject of bargaining by either the Board or the Association shall automatically become a part of the new successor Contract.

B. COMPLIANCE WITH LAW

The terms and conditions of employment as set forth in this Contract indicates the understanding that exists between the parties; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or any member(s) of the bargaining unit any rights, benefits, privileges, et., that might be available as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

C. PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

D. AMENDMENT PROCEDURE

This Contract may be amended or provisions(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be (1) at the request of either the Board or the Association or (2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Sections C (7) and/or D (6).

E. SEVERABILITY

If any provision of this Contract or any application of this Contract to any member or group of members shall be found to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The Contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) days for the purpose of renegotiating only the provision(s) found to be contrary to law.

F. GENERAL COMMENTS

This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

G. TERM OF CONTRACT

Except as otherwise set forth, provisions of this Contract shall become effective following the ratification by both parties and the written execution thereof in accordance with Section A of this Article.

H. MANAGEMENT RIGHTS

The Board of Education retains all rights set forth in the Ohio Revised Code, Section 4117.08 (C).

IN WITNESS WHEREOF, the parties executed this Contract on the 20th day of August, 2015.

For the Madison Local Board of Education

By _____ Date 10-28-15

By _____ Date 10-28-15

For the Madison Local Education Association

By _____ Date 10-28-15

By _____ Date 10-28-15

SALARY INDEX

	BA	BA+15 OR 5 YR	MA	MA+15	MA+30
STEP 0	1.0000	1.0300	1.0800	1.1100	1.1400
STEP 1	1.0400	1.0800	1.1400	1.1700	1.2000
STEP 2	1.0800	1.1300	1.2000	1.2300	1.2600
STEP 3	1.1200	1.1800	1.2600	1.2900	1.3200
STEP 4	1.1600	1.2300	1.3200	1.3500	1.3800
STEP 5	1.2000	1.2800	1.3800	1.4100	1.4400
STEP 6	1.2400	1.3300	1.4400	1.4700	1.5000
STEP 7	1.2800	1.3800	1.5000	1.5300	1.5600
STEP 8	1.3200	1.4300	1.5600	1.5900	1.6200
STEP 9	1.3600	1.4800	1.6200	1.6500	1.6800
STEP 10	1.4000	1.5300	1.6800	1.7100	1.7400
STEP 11	1.4400	1.5800	1.7400	1.7700	1.8000
STEP 12	1.4800	1.6300	1.8000	1.8300	1.8600
STEP 13	1.5400	1.7000	1.8800	1.9100	1.9400
STEP 14	1.5900	1.7500	1.9300	1.9600	1.9900
STEP 15	1.6100	1.7700	1.9500	1.9800	2.0100
STEP 20	1.6300	1.7900	1.9700	2.0000	2.0300
STEP 25	1.6700	1.8300	2.0100	2.0400	2.0700
STEP 27	1.6900	1.8500	2.0300	2.0700	2.1000

MADISON LOCAL SCHOOLS

2015 - 16 Certified Salary Schedule:

Base = $30,530

	BA		BA + 15		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
Step 0	1.000	30,530.00	1.030	31,445.90	1.080	32,972.40	1.110	33,888.30	1.140	34,804.20
Step 1	1.040	31,751.20	1.080	32,972.40	1.140	34,804.20	1.170	35,720.10	1.200	36,636.00
Step 2	1.080	32,972.40	1.130	34,498.90	1.200	36,636.00	1.230	37,551.90	1.260	38,467.80
Step 3	1.120	34,193.60	1.180	36,025.40	1.260	38,467.80	1.290	39,383.70	1.320	40,299.60
Step 4	1.160	35,414.80	1.230	37,551.90	1.320	40,299.60	1.350	41,215.50	1.380	42,131.40
Step 5	1.200	36,636.00	1.280	39,078.40	1.380	42,131.40	1.410	43,047.30	1.440	43,963.20
Step 6	1.240	37,857.20	1.330	40,604.90	1.440	43,963.20	1.470	44,879.10	1.500	45,795.00
Step 7	1.280	39,078.40	1.380	42,131.40	1.500	45,795.00	1.530	46,710.90	1.560	47,626.80
Step 8	1.320	40,299.60	1.430	43,657.90	1.560	47,626.80	1.590	48,542.70	1.620	49,458.60
Step 9	1.360	41,520.80	1.480	45,184.40	1.620	49,458.60	1.650	50,374.50	1.680	51,290.40
Step 10	1.400	42,742.00	1.530	46,710.90	1.680	51,290.40	1.710	52,206.30	1.740	53,122.20
Step 11	1.440	43,963.20	1.580	48,237.40	1.740	53,122.20	1.770	54,038.10	1.800	54,954.00
Step 12	1.480	45,184.40	1.630	49,763.90	1.800	54,954.00	1.830	55,869.90	1.860	56,785.80
Step 13	1.540	47,016.20	1.700	51,901.00	1.880	57,396.40	1.910	58,312.30	1.940	59,228.20
Step 14	1.590	48,542.70	1.750	53,427.50	1.930	58,922.90	1.960	59,838.80	1.990	60,754.70
Step 15	1.610	49,153.30	1.770	54,038.10	1.950	59,533.50	1.980	60,449.40	2.010	61,365.30
Step 20	1.630	49,763.90	1.790	54,648.70	1.970	60,144.10	2.000	61,060.00	2.030	61,975.90
Step 25	1.670	50,985.10	1.830	55,869.90	2.010	61,365.30	2.040	62,281.20	2.070	63,197.10
Step 27	1.690	51,595.70	1.850	56,480.50	2.030	61,975.90	2.070	63,197.10	2.100	64,113.00

MADISON LOCAL SCHOOLS

2016 - 17 Certified Salary Schedule:

Base = $31,293

	BA		BA + 15		MA		MA + 15		MA + 30	
	Index	**Salary**	**Index**	**Salary**	**Index**	**Salary**	**Index**	**Salary**	**Index**	**Salary**
Step 0	1.000	31,293.00	1.030	32,231.79	1.080	33,796.44	1.110	34,735.23	1.140	35,674.02
Step 1	1.040	32,544.72	1.080	33,796.44	1.140	35,674.02	1.170	36,612.81	1.200	37,551.60
Step 2	1.080	33,796.44	1.130	35,361.09	1.200	37,551.60	1.230	38,490.39	1.260	39,429.18
Step 3	1.120	35,048.16	1.180	36,925.74	1.260	39,429.18	1.290	40,367.97	1.320	41,306.76
Step 4	1.160	36,299.88	1.230	38,490.39	1.320	41,306.76	1.350	42,245.55	1.380	43,184.34
Step 5	1.200	37,551.60	1.280	40,055.04	1.380	43,184.34	1.410	44,123.13	1.440	45,061.92
Step 6	1.240	38,803.32	1.330	41,619.69	1.440	45,061.92	1.470	46,000.71	1.500	46,939.50
Step 7	1.280	40,055.04	1.380	43,184.34	1.500	46,939.50	1.530	47,878.29	1.560	48,817.08
Step 8	1.320	41,306.76	1.430	44,748.99	1.560	48,817.08	1.590	49,755.87	1.620	50,694.66
Step 9	1.360	42,558.48	1.480	46,313.64	1.620	50,694.66	1.650	51,633.45	1.680	52,572.24
Step 10	1.400	43,810.20	1.530	47,878.29	1.680	52,572.24	1.710	53,511.03	1.740	54,449.82
Step 11	1.440	45,061.92	1.580	49,442.94	1.740	54,449.82	1.770	55,388.61	1.800	56,327.40
Step 12	1.480	46,313.64	1.630	51,007.59	1.800	56,327.40	1.830	57,266.19	1.860	58,204.98
Step 13	1.540	48,191.22	1.700	53,198.10	1.880	58,830.84	1.910	59,769.63	1.940	60,708.42
Step 14	1.590	49,755.87	1.750	54,762.75	1.930	60,395.49	1.960	61,334.28	1.990	62,273.07
Step 15	1.610	50,381.73	1.770	55,388.61	1.950	61,021.35	1.980	61,960.14	2.010	62,898.93
Step 20	1.630	51,007.59	1.790	56,014.47	1.970	61,647.21	2.000	62,586.00	2.030	63,524.79
Step 25	1.670	52,259.31	1.830	57,266.19	2.010	62,898.93	2.040	63,837.72	2.070	64,776.51
Step 27	1.690	52,885.17	1.850	57,892.05	2.030	63,524.79	2.070	64,776.51	2.100	65,715.30

MADISON LOCAL SCHOOLS

2017 - 18 Certified Salary Schedule:

Base = **$31,919**

	BA		BA + 15		MA		MA+15		MA+30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
Step 0	1.000	31,919.00	1.030	32,876.57	1.080	34,472.52	1.110	35,430.09	1.140	36,387.66
Step 1	1.040	33,195.76	1.080	34,472.52	1.140	36,387.66	1.170	37,345.23	1.200	38,302.80
Step 2	1.080	34,472.52	1.130	36,068.47	1.200	38,302.80	1.230	39,260.37	1.260	40,217.94
Step 3	1.120	35,749.28	1.180	37,664.42	1.260	40,217.94	1.290	41,175.51	1.320	42,133.08
Step 4	1.160	37,026.04	1.230	39,260.37	1.320	42,133.08	1.350	43,090.65	1.380	44,048.22
Step 5	1.200	38,302.80	1.280	40,856.32	1.380	44,048.22	1.410	45,005.79	1.440	45,963.36
Step 6	1.240	39,579.56	1.330	42,452.27	1.440	45,963.36	1.470	46,920.93	1.500	47,878.50
Step 7	1.280	40,856.32	1.380	44,048.22	1.500	47,878.50	1.530	48,836.07	1.560	49,793.64
Step 8	1.320	42,133.08	1.430	45,644.17	1.560	49,793.64	1.590	50,751.21	1.620	51,708.78
Step 9	1.360	43,409.84	1.480	47,240.12	1.620	51,708.78	1.650	52,666.35	1.680	53,623.92
Step 10	1.400	44,686.60	1.530	48,836.07	1.680	53,623.92	1.710	54,581.49	1.740	55,539.06
Step 11	1.440	45,963.36	1.580	50,432.02	1.740	55,539.06	1.770	56,496.63	1.800	57,454.20
Step 12	1.480	47,240.12	1.630	52,027.97	1.800	57,454.20	1.830	58,411.77	1.860	59,369.34
Step 13	1.540	49,155.26	1.700	54,262.30	1.880	60,007.72	1.910	60,965.29	1.940	61,922.86
Step 14	1.590	50,751.21	1.750	55,858.25	1.930	61,603.67	1.960	62,561.24	1.990	63,518.81
Step 15	1.610	51,389.59	1.770	56,496.63	1.950	62,242.05	1.980	63,199.62	2.010	64,157.19
Step 20	1.630	52,027.97	1.790	57,135.01	1.970	62,880.43	2.000	63,838.00	2.030	64,795.57
Step 25	1.670	53,304.73	1.830	58,411.77	2.010	64,157.19	2.040	65,114.76	2.070	66,072.33
Step 27	1.690	53,943.11	1.850	59,050.15	2.030	64,795.57	2.070	66,072.33	2.100	67,029.90

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

REQUEST FOR VOLUNTARY TRANSFER

NAME_____DATE_____

Current Position: (List grade, subject, and building)

Position Sought: (List grade, subject, and building)

****

Superintendent's Response:

_____ _____
Superintendent Date

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

ASSAULT LEAVE

NAME_____DATE _____

SCHOOL OR DEPARTMENT _____

Assault leave has been taken in accordance with ORC 3319.143 and Article VI, Section E, of the Agreement between the Madison Local Board of Education and the Madison Local Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ on
time
_____, 20_____ and ending at _____ on
Month Day time

_____, 20_____
Month Day

Medical attention _____ required.
was/was not

If medical attention was obtained and the physician certifies more than three (3) days' leave is necessary, the following information must be stated:

Name of Physician _____

Office Address _____

_____

A certificate from the physician may be required in accordance with Article VI, Section E.

_____ _____
Member's Signature Date

_____ _____
Principal Date

_____ _____
Superintendent or Designee Date

APPENDIX E

MADISON LOCAL SCHOOLS

Request to Attend a Professional Meeting

Date _____

Name _____ Social Security # _____

Requests permission to attend

_____

at _____ _____

place of meeting date(s) of meeting

Expenses connected with meeting? yes no	____ mileage ____ lodging (please specify dates) _____ ____ food/meals _____
Is substitute required? yes no	____ substitute teacher ____ other? _____ _____

√ Please attach any registration forms or meeting notice which will aid in processing.

Please briefly indicate below the relationship between this professional development activity and the applicant's professional development plan (IPDP), the district Continuous Improvement Plan (CIP), and/or the school's School Improvement Plan (SIP).

_____

_____

_____

Expense Fund _____

_____	_____
Signature of Applicant	Signature of Principal
_____	_____
Position	School

This request must be submitted to the office of the assistant superintendent at least two weeks before date of meeting. Notification of the approval of this request will be returned to the applicant.

☐ Approved Date _____

☐ Not Approved (state reason)

_____

_____

_____ _____

_____ Assistant Superintendent

PERSONAL LEAVE
FORM
APPENDIX F

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

PERSONAL LEAVE REQUEST/VERIFICATION

DATE _____

_____requests personal leave on _____.
NAME OF MEMBER

Signature of Member _____

Received by _____ DATE _____
(PRINCIPAL OR SUPERVISOR)

I certify that personal leave used on _____
Date or Dates

has been taken in compliance with all provisions of law and of the Contract between the Madison Local Education Association and the Madison Local Board of Education.

Signature of Member _____Date _____

ASSIGNMENT FORM
APPENDIX G

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

NAME _____ DATE _____

BUILDING AND DEPARTMENT/GRADE
_____

In compliance with Article IV, Section A, of the Contract between the Madison Local Board of Education, you are hereby notified that your assignment for the _____ school year is as follows: _____.
subject, period, and/or grade level

If the aforementioned assignment is different than your assignment for the past school year, such change is in accordance with Article IV, Section C (Transfer Procedure) of the Contract between the Board and the Association.

Superintendent _____

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

REQUEST FOR SEVERANCE PAYMENT

NAME_____ DATE _____

BUILDING OR DEPARTMENT _____

I hereby certify that my employment with the Madison Local Schools was terminated effective

_____.
Month Day Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under Article IX, Section D of the Contract between the Board and the Association.

Severance pay will be granted for all of the staff member's accumulated unused sick leave to a maximum of seventy (70) days. Severance pay will be the per diem rate of the eligible staff member and shall be payable upon the member's having fulfilled the requirements of this section, or, at the option of the member, during January of the following calendar year.

I request payment immediately _____.

I request payment during January of next year _____.

Signature of Employee _____ Date _____

Signature of Treasurer _____ Date _____
for the Board of Education

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

GRIEVANCE REPORT FORM
(To be filed in triplicate)

Grievance #_____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

LEVEL TWO
(Submitted to Building Principal/Immediate Supervisor)

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance:

2. Relief Sought:

C. _____ _____
Signature of Aggrieved Date

D. Disposition by Principal/Immediate Supervisor:

_____ _____
Signature of Principal/Immediate Supervisor Date

LEVEL THREE
(Submitted to Superintendent)

A. Position of Aggrieved or Association:

_____ _____
Signature of Aggrieved Date

B. Disposition by Superintendent:

_____ _____
Signature of Superintendent Date

LEVEL FOUR
(Submitted to Board of Education)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition of the Board of Education

Signature of the Board of Education _____ Date _____

LEVEL FIVE
(Submitted to Arbitrator)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition of the Arbitrator:

Signature of Arbitrator _____ Date _____

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

NOTIFICATION FOR USE OF SICK LEAVE

NAME_____ DATE _____

SCHOOL_____NUMBER OF SICK LEAVE DAYS USED _____

I hereby certify that sick leave used for the period beginning _____ a.m. p.m.
_____ a.m. and ending p.m. _____
Month Day Year Month Day Year

is justified for the following reason(s):

Check the reason(s) requested for use of sick leave:

_____ 1. Personal illness (includes emergency dental and medical appointment[s])
_____ 2. Injury
_____ 3. Exposure to contagious disease which could be communicated to others
_____ 4. Reason concerned with immediate family
A. Illness _____ B. Injury _____ C. Death _____
_____ 5. Disability due to pregnancy

I hereby verify that sick leave was taken for reason(s) checked.

_____ _____
Signature of Member Signature of Principal

_____
Name of Substitute

To be submitted during the first workday after the conclusion of the use of sick leave.

To be completed when medical attention is required.

_____ _____
Name of Attending Physician Date(s) consulted

_____
Address of the Physician

_____ _____
Superintendent Date

MADISON LOCAL SCHOOLS
MANSFIELD, OHIO

APPLICATION FOR LEAVE OF ABSENCE

NAME_____ DATE _____

SCHOOL OR DEPARTMENT _____

I hereby request a leave of absence without pay beginning

_____ ending _____
Month Day Year Month Day Year

for the reason checked below:

_____ Illness* _____ Maternity/Paternity/Adoption*

_____ Other Disability* _____ Other (Please Specify)

The applicant is advised to examine and comply with applicable provision of the negotiated agreement before submitting such application.

Other required information:

_____

_____

_____

*Without pay (insurance continues by submitting premium to Treasurer)

_____
Applicant's Signature

_____Approved _____Disapproved _____
Superintendent
(Per Board of Education Resolution)

Board Resolution Number _____

Madison Local School District * Mansfield, Ohio 44905
Evaluation Forms

General Information

A Board of Education wishing to nonrenew the limited contract or extended limited contract of a teacher must evaluate the teacher in accordance with Ohio State Law and the collective bargaining agreement.

Ohio Revised Code: ORC § 3319.1
Madison Collective Bargaining Agreement: See Article III-Evaluations and Contracts

Summary of Evaluation Pages

Page 1:	Preobservation Conference:	To be completed by both teacher and principal.
Page 2-3:	Teacher Evaluation Form:	To be completed by the administrator at the actual observation of the teacher. The observation will be followed within five school days by the evaluation summary conference.
Page 4:	Postobservation Summary:	To be completed by the teacher after the classroom observation and brought to the final evaluation summary conference with the administrator.
Page 5:	Evaluation Summary:	To be completed by the administrator prior to the final conference.

- Observed deficiencies, if any, by the administrator need to be identified at this point.
- When deficiencies are identified that may result in nonrenewal of contract, the evaluator shall provide the teacher with clear details that identifies each deficiency and clearly specifies a program that is designed to eliminate such deficiencies.
- Progress needs to be specified of past identified deficiencies.
- Contractual recommendations need to be made by the administrator.
- Space is provided for optional comments by the teacher.
- Members will be given an opportunity to correct deficiencies noted during the evaluation. No further evaluation will be completed during the next thirty calendar days.

Madison Local School District * Mansfield, Ohio 44905
Preobservation Conference

Teacher: School:

Grade/Class: Date: Time:

Principal:

Documentation: ___ Lesson Plan Attached ___ Sample communication with a parent

1. Class Description:

2. Lesson Goals
   a. What student learning do you want to take place?

   b. Special needs of students related to your goals?

   c. Do these goals support the district's curriculum?

3. Methods: What will you do? What will the students do?

4. Problems/concerns you may encounter with this lesson?

5. Materials/resources you plan to use?

6. How will you assess the success/failure of this lesson?

Madison Local School District * Mansfield, Ohio 44905
Teacher Evaluation

Teacher: School:

Grade/Class: Date: Time:

Principal:

		4	3	2	1
A	**ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING**				
A1	**Demonstrating Knowledge of content**				
	Knowledge of content	☐	☐	☐	☐
	Knowledge of Prerequisite Relationships	☐	☐	☐	☐
A2	**Demonstrating Knowledge of Students' Backgrounds and Experiences**				
	Knowledge of Characteristics of Age Group	☐	☐	☐	☐
	Knowledge of Students' Varied Approaches to Learning	☐	☐	☐	☐
	Understanding of Students' Skills and Knowledge	☐	☐	☐	☐
	Knowledge of Students' Interests and Cultural Heritage	☐	☐	☐	☐
A3	Selecting Clear and Appropriate Instructional Goals	☐	☐	☐	☐
	Value	☐	☐	☐	☐
	Clarity	☐	☐	☐	☐
A4	Developing Effective Instruction Linking the content that was Learned	☐	☐	☐	☐
	Previously, the Current Content, and the content that Remains to be Learned				
	Learning Activities	☐	☐	☐	☐
	Instructional Materials and Resources	☐	☐	☐	☐
A5	Creating or Selecting Appropriate Evaluation Strategies	☐	☐	☐	☐
	Matches Instructional Goals	☐	☐	☐	☐
	Useful for Future Planning	☐	☐	☐	☐

B CREATING AN ENVIRONMENT FOR STUDENT LEARNING

B1 Creating an Environment of Respect, Rapport, and Fairness

	Teacher Rapport with Students	☐	☐	☐	☐
	Student Interaction	☐	☐	☐	☐
B2	Communicating Appropriate Learning Expectations To Each Student	☐	☐	☐	☐
	Interest and Enthusiasm for content	☐	☐	☐	☐
	Expectations for Learning and Achievement	☐	☐	☐	☐
B3	Establishing and Maintaining Consistent Standards of Classroom Behavior	☐	☐	☐	☐
	Expectations	☐	☐	☐	☐
	Monitoring of Student Behavior	☐	☐	☐	☐
	Response to Student Behavior	☐	☐	☐	☐
B4	Making the Physical Environment Safe, Accessible, and Conducive to Learning	☐	☐	☐	☐
	Safety	☐	☐	☐	☐
	Accessibility to Learning	☐	☐	☐	☐

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

		4	**3**	**2**	**1**

C TEACHING FOR STUDENT LEARNING

C1 Communicating clearly and Accurately

	Directions and Procedures	☐	☐	☐	☐
C2	Engaging Students in Learning	☐	☐	☐	☐
	Making Content Comprehensible	☐	☐	☐	☐
	Activities and Assignments	☐	☐	☐	☐
	Instructional Groups (whole/small group)	☐	☐	☐	☐
	Instructional Materials and Resources	☐	☐	☐	☐
C3	Using Questioning and Discussion Techniques	☐	☐	☐	☐

		Questioning and Discussion Techniques	☐	☐	☐
☐					
		Response Time	☐	☐	☐
☐					
C4		Monitoring Student Understanding and Provide Feedback	☐	☐	☐
☐					
		Monitoring Student Understanding	☐	☐	☐
☐					
		Feedback	☐	☐	☐
☐					
C5	**Demonstrating Responsiveness to Student Needs**				
		Flexibility	☐	☐	☐
☐					
		Student Questions/Interests	☐	☐	☐
☐					
C6	**Using Instructional Time Effectively**				
		Optimizing Instructional Time	☐	☐	☐
☐					
		Structure and Pacing	☐	☐	☐
☐					
D	**TEACHER PROFESSIONALISM**				
D1	**Maintaining Accurate Records**				
		Student Completion of Assignments	☐	☐	☐
☐					
		Student Progress in Learning	☐	☐	☐
☐					
		Accurate and Timely completion of Forms and Reports	☐	☐	☐
☐					
D2	**Communicating With Families**				
		Information about the Instructional Program	☐	☐	☐
☐					
D3	**Adhering To Policies and Procedures**				
		District	☐	☐	☐
☐					
		Building/School	☐	☐	☐
☐					
D4	**Growing and Developing Professionally**				
		Enhances Content Knowledge and Pedagogical Skill	☐	☐	☐
☐					
		Service to the Profession	☐	☐	☐
☐					

D5 Utilizing Effective Interpersonal Skills

☐	Relationships with Students	☐	☐	☐
☐	Collaborates with colleagues and Administrators	☐	☐	☐
☐	Relationships with Colleagues and Administrators	☐	☐	☐

Scale: 4=Exemplary; 3=Proficient; 2=Basic; 1=Deficient; NA=not applicable

Madison Local School District * Mansfield, Ohio 44905
Postobservation Teacher Summary

1. To what extent did students learn what you intended? How do you know?

2. How effective were your teaching methods, activities, and/or instructional materials?

3. How will you use the information from the evaluation to plan future instruction?

4. If you were to teach this class again to the same students, what would you do the same or differently?

Madison Local School District * Mansfield, Ohio 44905
Evaluation Summary

To Be Completed By Evaluator

___ Satisfactory Performance
___ Satisfactory Performance with conditions/recommendations
___ Unsatisfactory Performance

Observed Deficiencies:

Progress in Correcting Previously Identified Deficiencies:

Comments/Recommendations:

To Be Completed By Teacher

Comments:

Teacher Signature Date

Evaluator Signature Position Date

Signature indicates completion of appraisal not necessarily agreement. Additional space for comments may be written on the back of this page.

FAMILY & MEDICAL LEAVE FORM
APPENDIX M

MADISON LOCAL SCHOOL DISTRICT
MANSFIELD, OHIO

APPLICATION FOR FAMILY AND MEDICAL LEAVE

NAME_____ DATE_____

BUILDING OR DEPARTMENT_____

I hereby request a leave of absence for the following reasons:

___ Personal Illness

___ Illness of child, parent or spouse

___ Care of newborn child

___ Care of newly adopted or place foster child

for the following time period:

from _____ until _____

I realize that this leave is with or without pay, but that I will be provided with the same medical, dental and life insurance had I continued to work provided I pay to the District Treasurer by no later than the first day of each calendar month during the leave my share of the insurance premium.

This leave is subject to all terms and conditions of Article VI, Section H of this Agreement.

___ # of days using sick leave with pay

___ # of days without pay

_____Approved _____
_____Disapproved Signature

Date _____ _____
Superintendent

APPLICATION FOR MEDICAL REIMBURSEMENT
APPENDIX N

MADISON LOCAL SCHOOL DISTRICT
MANSFIELD, OHIO

APPLICATION FOR MEDICAL REIMBURSMENT INSIDE THE 20 MILE RADIUS

NAME_____ DATE_____

BUILDING OR DEPARTMENT_____

I hereby request medical reimbursement for a doctor's visit for a non-PPO doctor in the 20 mile radius from the 44905 zip code.

The following is attached:

___ A copy of the doctor's bill

___ A copy of the Medical Mutual EOB

___ The printed Medical Mutual form from the Internet with the 44905 zip code used to find approved providers.

I realize that the only way I will be reimbursed is if there is not a Medical Mutual approved provider within the 20 mile radius.

This reimbursement is subject to all terms and conditions of Article IX, Section F of this Agreement.

Date _____ _____
Employee

Date _____ _____
Treasurer

Appendix O

MADISON LOCAL SCHOOLS
Teacher Substitutions

NAME:_____ SSN:_____

SCHOOL:_____

DAY OF WEEK	DATE	TEACHER FOR WHOM SUBSTITUTING OR DUTY PERFORMED	HOURS	MIN
MON				
TUE				
WED				
THUR				
FRI				

Total min _____ @ .37 = _____

_____ _____

Signature of teacher requesting payment Date

_____ _____

Signature of Principal Date

_____ _____

Signature of Superintendent Date

Appendix P

Informal Observation Lesson Plan

1. What are the student learning objectives for this lesson?

2. How do you intend to meet the objectives?

3. How will you determine that the objectives have been met?

4. Is there anything else that you would like the observer to know?

Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: ____ **Time Observation Begins:** ____ **Time Observation Ends:** ____

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature____ ☐ **Photocopy to Teacher**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 22nd day of September 2015, by and between the Madison Local Board of Education (Board) and the Madison Local Education Association (Association).

WHEREAS, the Board and the Association have entered into a Collective Bargaining Agreement in effect until July 31, 2018; and

NOW, THEREFORE, the parties agree to alter Article III - Evaluations and Contracts, Section E regarding student growth measures as follows:

***

It is agreed that for the 2015/2016 and 2016/2017 school years we will continue to follow the current contract language in calculating Student Growth Measures.

For evaluation purposes, the following Vendor Assessment, Value Added and Student Learning Objectives (SLOs) measurements will be used in determining Student Growth in each teacher levels A1, A2, B, C.

A. Teacher-Level Value-Added Data Available

A1. Teachers who instruct value added courses/subjects exclusively.
Teacher Value-Added = Student Growth
50% (50%)

A2. Teachers who instruct value added and SLO subjects.
Teacher Value-Added
25%
Student Learning Objective (SLO) = Student Growth
25% (50%)

B. Teachers who use Vendor Assessments and SLO subjects.
Vendor Assessment
25%
Student Learning Objectives = Student Growth
25% (50%)

C. Teachers with no value added or Vendor Assessments.
Student Learning Objectives
50% = Student Growth
(50%)

Data from these multiple measures will be scored on five levels in accordance **with OTES ratings and points calculations.** ~~with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above;" 2) "Expected" and 3) "Below."~~

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon signing. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein. This Memorandum shall be effective for the duration of the current contract and expires on July 31, 2017.

MADISON LOCAL EDUCATION ASSOCIATION

M-Leeper
Mike Leeper, President

9-28-15
Date

MADISON LOCAL BOARD OF EDUCATION

Lee Kaple, Superintendent
Lee Kaple, Superintendent

9-28-15
Date

MEDICAL MUTUAL OF OHIO
CAROLINA CARE PLAN | CONSUMERS LIFE

Madison Local School District
Certified Vision
January 1, 2016

Benefits	
Benefit Period	January 1st through December 31st
Dependent Age Limit	Same as Medical
Examinations	**One per benefit period**
Vision Examinations with refractions	$75 per exam
Frames	**One per two benefit periods**
Basic Frames	$100 per frame
Prescription Lenses	**One per benefit period**
Single Vision Lenses	$60 per pair
Bifocal Lenses	$70 per pair
Trifocal Lenses	$100 per pair
Progressive Lenses	$150 per pair
Contacts In Lieu of Lenses	**One per benefit period**
Medically Necessary	$175 per pair
Cosmetic	$100 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.