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MASTER CONTRACT

BETWEEN THE
MAPLEWOOD EDUCATION ASSOCIATION
AND
MAPLEWOOD BOARD OF EDUCATION

SEPTEMBER 1, 2016 – AUGUST 31, 2019

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ARTICLE I

INTRODUCTION

A. Goals

An effectual means of communication between the Board of Education, administration, and the certified personnel is necessary if the educational program is to be of value in our community.

Since the staff and Board of Education of Maplewood Local Schools have the same goal in our community, it is of great importance that an agreement of both sides should be reached.

An agreement on matters of mutual concern between the two parties mentioned above should create greater efficiency in the classroom, harmony between the staff and the Board of Education, utilization of the abilities and experiences the bargaining unit members have to offer, and enable the staff to be better educators by working under satisfactory conditions.

The mutual objective of the Board of Education and the professional teaching staff is to provide the highest quality education possible for the students of the Maplewood Local Schools. In order to accomplish this objective, there must be a free and open exchange of views between the parties concerned and an accepted method of settling any differences which may arise.

To this end the following agreement for collective bargaining has been formalized. It sets forth orderly procedures for professional communication, and gives bargaining unit members, administrators, and the Board of Education a formal role in the development of school matters of mutual concern.

ARTICLE II

RECOGNITION

A. Recognition

The Maplewood Board of Education (hereinafter referred to as the "Board") herein recognizes the Maplewood Education Association affiliated with OEA, NEA, and NEOEA (hereinafter referred to as the "Association" or "MEA") as the representative of all certified personnel employed, or to be employed, by the Board. This recognition excludes certified substitutes, the Superintendent, principals, and other certified personnel serving in a supervisory capacity for at least 50% of his/her total responsibilities as an employee of the Board. The Board recognizes for the purpose of collective bargaining and the handling of grievances the Association, which has as members classroom teachers, librarians, guidance counselors, and other certified personnel who are not specifically excluded herein. The Association shall serve in this capacity for the term of this contract.

ARTICLE III

MANAGEMENT RIGHTS

Except as obviously limited by this contract, the Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon, invested in it by the laws and the Constitution of the State of Ohio, and/or of the United States.

ARTICLE IV

ASSOCIATION RIGHTS

A. Recognition/Exclusivity

The Board recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit. Exclusive recognition means that the Board will not deal with any other organization, or an individual, in a manner or for a purpose inconsistent with the terms of this Master Contract. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Master Contract, which shall be deemed incorporated by reference in each individual contract.

B. Deduction of Dues

Bargaining unit members may pay yearly dues or service fees either directly to the Association or by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization Form delivered to the Board.

C. Association Financial Security

In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee which shall not exceed the amount of dues uniformly required of members of the Association.

The Fair Share Amount shall be automatically deducted for bargaining unit members who decline membership in the Association and for newly hired bargaining unit members who have not joined the Association within thirty (30) calendar days, after initial employment. It is the responsibility of the Association to notify the Board Treasurer in writing as to those unit members who are not members of the Association. The Association shall also notify the Board Treasurer in writing of those newly hired unit members who have not joined the Association during the thirty (30) calendar day period and the total service fee to be deducted. Automatic payroll deductions of the service fee for nonmembers of the Association shall begin January 15th after the nonmember has been informed of the Association's financial information and rebate procedure.

It shall be the responsibility of the Association to prescribe an internal rebate procedure for rebate of monies spent on political or ideological matters opposed by the unit member which are not related to the purposes of administration of or negotiating the Master Contract or grievances. All rebate procedures must comply with State and Federal laws.

Payments by unit members holding religious conscientious objections shall be governed by ORC 4117.09(C). The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this service fee action.

The Board's obligation to deduct the service fee shall terminate upon a change to a position outside of the bargaining unit.

D. Rights

The MEA, as an exclusive bargaining agent, shall have the following rights:

1. The right to use bulletin boards and inter-office mail for communication purposes.
2. The right to use school facilities.
3. The right to transact association business on the school district's work site.
4. The right to address bargaining unit members at a staff meeting with prior approval from the building principal.
5. The right to represent bargaining unit members on an employment matter.

E. The MEA, as an exclusive bargaining agent, shall receive the following:

1. A complete board agenda and any other data prior to the meeting. The Association President shall be advised of special board meetings.
2. A written copy of the Board minutes within three (3) days of approval.
3. All documents of public record on request
4. All written board policies, forms used by bargaining unit members, and recently adopted NEOLA policies.

ARTICLE V

NEGOTIATIONS

A. Procedures

The purpose of negotiations is to provide an orderly procedure for the Board and the Association to collectively bargain all issues effecting the bargaining unit members' hours, wages, terms and conditions of employment in compliance with ORC 4117.

1. Request for Negotiations

Negotiations shall be called upon written request of the Association, the Board as a whole, or the Superintendent. The request should contain a statement as to the specific reason for the request.

Requests from the Association should be made to the Superintendent. Requests from the Board or the Superintendent should be made to the President of the Association.

A mutually convenient meeting date should be arranged within one week of the request. The meeting shall be no later than four weeks following the request unless an extension is agreed upon by both parties.

2. Ground Rules

The following "ground rules" will be followed unless mutual agreement is made otherwise.

- a. Negotiations on a successor agreement will commence no later than ninety (90) days prior to the expiration date of the contract.
- b. In negotiations on a successor agreement the Association and the Board shall simultaneously exchange proposals at the first meeting.
- c. Bargaining meetings will be held at high school building.
- d. Bargaining meetings between the parties will be mutually established.
- e. Caucus time will be no longer than fifteen (15) minutes.
- f. No new proposals will be presented by either side after the first meeting.
- g. Tentative agreements of each proposal will be initialed by the spokesperson on each team when completed and may not be reopened.
- h. Either side may use a consultant as a bargaining team member and only bargaining team members may speak.
- i. The participants may call upon competent professional and/or lay representatives to consider the matter under discussion and to make suggestions.
- j. Any cancellation of a bargaining meeting must be agreed to by both teams at which time a new meeting date will be set.
- k. Any of the ground rules listed above may be changed by mutual consent of the representative teams of both parties.

3. Composition of Negotiation Committee

The Association, and/or their representative, will represent the bargaining unit members. The Superintendent, and/or his representative, or the Board, and/or their representative, will negotiate for the Board. There will be a limit of five (5) members per committee per session.

4. Exchange of Information and Views

- a. Facts, opinions, proposals, and counter-proposals shall be exchanged freely during the meetings in an attempt to reach mutual understanding and agreement.
- b. The Board and the Superintendent agree to furnish to the Association Professional Negotiations Committee, within reason, all available information concerning financial resources, tentative budgetary requirements and allocations and such other information as will assist the Association in developing proposals on behalf of the bargaining unit members.
- c. The Association and the Superintendent and/or their representatives, will act as far as possible, as a committee of the whole to study any matter affecting the educational program or bargaining unit member's welfare.
- d. By mutual agreement, subcommittees may be formed to carry on investigation and make reports.

B. Mutually-Agreed Upon Dispute Settlement Procedure

1. At any time during negotiations, impasse may be declared by either party, at which time either party may request the services of the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement.
2. Each party shall bear its own costs incident to mediation and shall share equally any direct costs charged by the Mediation Service, if any.
3. The Association shall have the right to strike, pursuant to ORC 4117.14 (d) (2), once the contract has expired and the impasse procedure has been exhausted. The parties agree that this provision is the mutually agreed upon dispute settlement procedure pursuant to ORC 4117.14 (E). If the parties reopen any provision of this contract, the Association shall have all rights under this Article.

C. Agreement

When an agreement is reached it shall be put in writing and when ratified by the Association and approved by the Board, shall be signed by the representatives of each party and become part of the official minutes of the Board. The agreement or the actions of either party shall not discriminate against any member of the bargaining unit in compliance with all federal and state regulations and statutes.

D. No Reprisals

The Board and the Administration agree that there will be no reprisals taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership, representation, and/or holding office in the Association, and/or for the formal filing of a grievance. The Association agrees that there will be no reprisals taken against any Board Members, Administrators, Supervisors, or their family or their place of residence, or any other personnel for actions taken relative to negotiations.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Right to Submit Grievance/Definitions

Any bargaining unit member, members, or the Association shall have the right to submit a grievance for consideration through the steps defined herein. Such procedures shall be available to all unit members and no reprisals shall be taken against a unit member for initiating and following the grievance procedure.

1. Grievance

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of the current written agreement including any appendices referencing Board policies or systems between the Board and the Association.

2. Grievant

A grievant is a named employee, the Association, or a group of employees listed by name who allege that some violation, misinterpretation or misapplication of the agreement has occurred.

3. Class Action Grievance

A grievance alleged to be a group or class action grievance shall have arisen out of similar circumstances affecting each member of said group.

4. Representation

A grievant may be represented by the Association at any level of the grievance procedure.

5. Time Lines

- a. A grievance must be initiated through the procedure outlined below within thirty (30) calendar days following the act or condition which is the basis for the grievance. Failure to file a grievance in a timely manner shall constitute a waiver of the grievant's right to further formal appeal utilizing this grievance procedure.
- b. If appeals through the procedure are not timely filed by the grievant or Association then said grievance is deemed resolved at the last processed step. Failure of the Board administrator to meet timelines will automatically forward the grievance to the next step.

6. Grievance Form

The Grievance form shall be attached as Appendix C.

B. Level I

An employee having a grievance shall meet with his building principal to discuss the problem. The grievant shall be granted an appointment within five (5) working days from the date of the request for such a Level I meeting. During the meeting the grievant shall specify the problem. If the grievance is resolved at the conclusion of this meeting, both the principal and grievant will sign a statement specifying resolution of the problem. If the grievant is not satisfied with the results of the Level I meeting then he or she may appeal the grievance to Level II. With the mutual agreement of the grievant and building principal that the matter being addressed is not a building level issue, the grievance may be initiated at Level III. The Superintendent will conduct a hearing within ten (10) working days from receipt of the appeal to Level III.

C. Level II

Within five (5) working days from the Level I meeting the grievant has the right to file a written appeal of the grievance to Level II. The grievant must fill out a grievance form with complete details of the grievance and submit it to the building principal. Within five (5) working days, the building principal shall provide a written response to the grievant. If the grievant is not satisfied following receipt of the Level II written response, then the grievance may be appealed to Level III.

D. Level III

Within five (5) working days of the Level II written response to the grievance, the grievant may submit the grievance to the Superintendent for consideration. The Superintendent will conduct a hearing within five (5) working days from receipt of the appeal to Level III. The Superintendent shall notify the President of the Association of every grievance filed at Level III and shall invite a representative of the Association and the building Administrator to be present for the Level III hearing. Following the hearing the Superintendent will submit a written response to the grievant within five (5) working days.

E. Level IV

Within five (5) working days of the Level III written response to the grievance, the grievant may appeal the grievance to the Board by giving written notice to the Board President. The Board shall schedule the appeal to be heard in executive session at the next regularly scheduled Board meeting but no later than twenty (20) working days after receipt of the appeal from Level III. Upon conclusion of the Board appeal hearing, the Board shall submit a written response within five (5) working days to the grievant and/or MEA grievance chairperson.

F. Level V

Should the Association determine that the grievance still exists and has merit at the conclusion of Level IV, the grievance may be appealed by the Association to binding arbitration within ten (10) working days of the receipt of the Board's decision. Written notification of the appeal to binding arbitration will be made to the Superintendent by the Association President.

1. Arbitrator Selection

An arbitrator shall be selected by the parties using the voluntary rules of the American Arbitration Association.

2. Arbitrator Authority

The arbitrator shall be empowered only to base his/her decision upon the specific Articles and Sections of this Master Contract, and shall have no power to add to, subtract from, or modify this Master Contract by implication or otherwise.

3. Arbitrator's Decision

There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above and by state law. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board and/or its agents.

4. Cost of Arbitration

The fees and expenses of the arbitrator and the hearing room shall be paid by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

G. Working Days

For purpose of this article, "working days" means any scheduled teacher work day. During the summer recess, working day means any weekday when the Board's administrative office is open for business.

ARTICLE VII

LABOR/MANAGEMENT COMMITTEE

A. Labor-Management Committee

If a situation or problem arises which needs to be discussed, either the Board or Association may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties.

1. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed two (2) hours, unless the parties mutually agree to extend the meeting time beyond the two (2) hours.
2. The committee may meet twice each semester, or more frequently upon the agreement of the Superintendent and the Association President. Meetings may be called by either the Superintendent or the Association President. Each request for a meeting shall stipulate an agenda of items to be discussed.
3. The Labor-Management Committee shall consist of five (5) people from each side composed of the MEA President, MEA Vice President with the MEA building representative from each of the three buildings and the Superintendent, Treasurer with the Principal of each of the three buildings. For problems or issues involving less than all of the buildings, however, the Committee shall consist of the MEA President, the Superintendent and all relevant people of the building(s) where the purported problem is present. This committee shall be utilized

to improve communications between bargaining unit members and administrators and to deal with any problems arising out of this relationship. Negotiations or re-negotiations of the contract or grievance handling (i.e., formally filed grievances) shall not be a function of this committee.

4. The purpose of the committee shall be to aid in communications between both parties. The minutes will be composed by a mutually agreed upon recorder. The minutes will be approved. Its procedures shall consist of informal discussions aimed at clarifying issues, answering questions, and resolving problems. The discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to these Agreements.
5. Meetings requested by either party shall be held within eleven (11) working days of the request. Extra meetings shall be scheduled so as to avoid disruption of the academic day.

ARTICLE VIII

COMPENSATION

A. Salary Schedule

Each member of the bargaining unit shall be placed on the appropriate indexed salary schedule according to that unit member's experience and training.

1. Each bargaining unit member whose highest degree of education is a four year bachelor's degree from a college or university (120 semester hours, 180 quarter hours or combination thereof) shall be placed on Column I of the indexed salary schedule.
2. Each bargaining unit member who has earned at least a bachelor's degree at a college or university and achieved at least 150 semester hours, 225 quarter hours, or a combination thereof, or a four year bachelor's degree (120 semester or 180 quarter hours from a college or university) and have accumulated a combination of 30 semester hours, 45 quarter hours or 90 continuing education units (CEU's) as certified by Ohio Department of Education or the Maplewood Local Professional Development Committee or any combination thereof shall be placed on Column II.
3. Each bargaining unit member who has been granted a Master's Degree from a college or university shall be placed on Column III.
4. Each bargaining unit member who has earned 20 semester hours, 30 quarter hours or 60 CEUs after receiving a Master's Degree shall be placed on Column IV.
5. The Column I base salary (0 years of experience, 1.000 index) shall be \$34,618 effective the first bargaining unit member work day of the 2016-17 school year (see Appendix A-1.) The Column I base salary (0 year's experience, 1.000 Index) shall be \$35,258 effective the first bargaining unit member work day of the 2017-18 school year (see Appendix A-2). The Column I base salary (0 year's experience, 1.000 Index) shall be \$35,910 effective the first bargaining unit member work day of the 2018-19 school year (see Appendix A-3).
6. Each bargaining unit member who has completed course work that entitles him/her to move to another column on the negotiated salary schedule shall notify the Superintendent in writing of such qualification on or before the first work day of each school year. Proof of

such qualification shall be supplied by the third week of September of that same school year by official transcript or letter from the appropriate university.

7. Column increases shall be granted only under these conditions and occur starting with the first pay of the new school year.

B. Salary Amendment

1. Each bargaining unit member shall receive an increase of \$1,500 in his/her 18th, and 23rd year. Each bargaining unit member shall receive an increase in his/her 27th year of \$2100.
 - A. The indexed increment between each step for Column I shall be .05.
 - B. The indexed increment between each step for Column II shall be .055.
 - C. The indexed increment between each step for Column III and Column IV shall be .06.
2. Year of service stipend will be paid as follows. The first half of the stipend will be paid in December and the second half in June.

0-7 years of service	\$400
8-13 years of service	\$600
14-23 years of service	\$1700
24 – years of service	\$2100

C. Mileage Reimbursement

Mileage shall be paid within thirty (30) calendar days after prior approval by the Superintendent and completion of proper forms at the present IRS rate in effect.

D. Supplemental Salary Index

The base salary for the supplemental salary schedules shall be equal to the Column I base salary (0 years experience, 1.000 index) for the appropriate school year. (See Appendix B)

After the third year that salary will be increased by 3%, after the sixth year, 6%, after the ninth year, 10% for experience in that supplemental at the Maplewood Local Schools.

1. Extra-Curricular Activities

Any Board approved clubs, department meetings, or other activities which require after school meetings shall have the sponsor, chairperson, or other bargaining unit member supervisor placed on supplemental contract with pay for these positions as extra-curricular pay.

2. Chaperon Duties

Chaperon duties should be on a rotation basis. Duties will be paid at the rate of \$20 per event (excluding basketball games). Chaperons are those bargaining unit members needed in addition to the activity sponsor. Payment will be made within thirty (30) calendar days of serving duty after Treasurer receives notice of chaperon serving duty.

3. Grant Writing

A bargaining unit member who writes a grant that allows an administrative fee shall receive the administrative fee from the grant funds when received by the school district. If a bargaining unit member wishes to write a grant that does not allow an administrative fee, she/he may appeal to the School Board directly or through the Superintendent, at the employee's option, to receive an amount equivalent to 10% of the funding from that grant prior to the writing of the grant.

4. Coach's Clinics

Attendance of a coach's clinic and/or state tournament must be approved two weeks prior by the Athletic Director. Coaches will be reimbursed once detailed receipts are turned into the Treasurer's office. The following reimbursement is set for Maplewood coaches whom attend coach's clinics and/or state tournament of the sport they coach. Funds are allocated for hotel, food and mileage.

- a. Varsity Coaches - \$300
- b. Assistant Varsity Coaches - \$250
- c. Junior High Coaches - \$150

5. Payment for Supplementals

The Board may consider a request on an individual basis to issue the supplemental pay in two installments. Payment shall be made at the completion of the supplementals and upon successful completion of all paperwork related to that position as certified by the Athletic Director or the Building Principal.

6. Advancement Stipend

Any supplemental advisor who advances to the next level beyond the first level of state competition will be compensated at the rate of \$80 for each advancement: (i.e. Advancement from sectional to district, paid stipend at district level; advancement from district to regional, paid stipend at regional level; advancement from regional to state, paid stipend at state level).

E. Severance Pay

- 1. Any employee who qualifies for retirement under State Teacher's Retirement System may use accumulated sick leave for severance pay in the following manner and under the following guidelines:
 - a. Each bargaining unit member, upon retirement, shall be entitled to a payment equal to one fourth (1/4) of the member's accumulated unused sick leave up to a maximum of sixty-five (65) days for the first two hundred-sixty (260) days of accumulated unused sick leave.

- b. For all accumulated days over 260 days the employee shall receive forty dollars (\$40) per day, in addition to item one (1a). Example: If an employee has 280 total days = 65 days x daily rate plus 20 x 40 = total severance.
- c. To qualify for retirement severance the employee must have been employed by the Board for a minimum of five (5) years and qualify for retirement under State Teacher Retirement System guidelines.
- d. Severance pay shall be made on a per diem rate determined by the member's last annual salary excluding supplemental contracts, divided by the number of contract days to set the per diem rate. This basis for determining the per diem rate shall apply for all provisions of this contract where applicable.
- e. Payment of severance pay shall be paid in two (2) equal installments. The first installment shall be paid to the employee within seventy (70) calendar days of his/her last date of employment with the Board and the second installment shall be paid to the employee in the month of January after his/her effective retirement date as certified by S.T.R.S.
- f. In the event of the death of a bargaining unit member who meets the other sections of this provision and would qualify to retire under the S.T.R.S. at the time of the death or the death of an employee of the district for fifteen (15) years or more, the severance payment shall be paid to the estate of the deceased bargaining unit member.

F. Extended Contracts

Any bargaining unit member who has an extended contract will be notified by April 30 of the position and number of days to be worked. Compensation for these days shall be at the member's current per diem rate (annual salary excluding supplemental contracts divided by the number of contract days) and will be given within thirty (30) calendar days after the Treasurer has received the appropriate form (time sheet) unless otherwise agreed.

G. Good Attendance Stipend

Any bargaining unit member within the district who is absent from school one (1) or less sick or personal days within a school year will receive a stipend equal of \$225 payable before June 30.

H. S.T.R.S. Contribution

The Board shall pay the State Teachers' Retirement System contribution (hereinafter "pickup") for bargaining unit members through the salary reduction method on behalf of the bargaining unit members and at no cost to the Board.

- 1. The amount to be paid on behalf of the employee shall be equal to the employee's total contribution based on the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the STRS employee contribution to be paid by the Board on behalf of the employee for the purpose of state and federal tax only. The amount paid by the Board shall be included in the employee's total annual salary for the purpose of computing daily rate of pay for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

2. The percentage paid shall apply uniformly to all members of the bargaining unit.
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer payment of the employee contribution to STRS. The Board's total combined expenditures for member's total annual salaries otherwise payable under this Contract as amended (including STRS "pickup") and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
4. Each bargaining unit member will be responsible for compliance with Internal Revenue Service (IRS) salary exclusion allowance regulations with respect to the STRS payment in combination with other tax-deferred compensation plans.
5. If the foregoing STRS payment provision is nullified by subsequent IRS rulings or other governing regulations, the Board will be held harmless and this provision shall be declared null and void.

ARTICLE IX

TEACHING CONDITIONS

A. Bargaining Unit Member-Pupil Ratio

1. The Board agrees to make reasonable efforts to limit class size to twenty-five (25) students per bargaining unit member/class. When elementary grades 4-6 class size exceeds thirty (30), grades 1-3 class size exceeds twenty-nine (29) or kindergarten class size exceeds twenty-five (25); the bargaining unit member will be provided with an aide if the bargaining unit member so desires. The Administration will make a conscientious effort to limit use of this aide to duties within said classroom except in emergency situations or regular duties. This provision does not apply in activity classes such as band, chorus, music, etc.
2. Grades 1-4 will have no more than Twenty-seven (27) pupils. A teacher's class which exceeds the limits established in this paragraph may be assigned no more than three (3) students above the limit. Teachers who are assigned students above the aforementioned unit limits shall receive an overload payment of \$200 per student per semester (a student must be enrolled for at least one-half of the semester).
3. Grades 5-8 will have no more than twenty-nine (29) pupils and grades 9-12 will have no more than thirty (30) pupils. A teacher's class which exceeds the limits established in this paragraph may be assigned no more than three (3) students above the limit. Teachers who are assigned students above the aforementioned unit limits shall receive an overload payment of \$35 per student seen one period per day per semester (a student must be enrolled for at least one-half of the semester).
4.
 - a. No special education unit shall have more than sixteen (16) students at the elementary, eighteen (18) students at the middle school and twenty-two (22) at the high school.
 - b. No special education class period shall have more than twelve (12) pupils K-8 and fifteen (15) at the high school.

- c. All special education teachers shall be released from all duties for two (2) days whenever necessary throughout the school year of this Master Contract to write, re-write or re-evaluate IEP's.
- d. Alternative Assessments – Each special education teacher will receive \$50 per assessment. Coverage will be provided for the bargaining unit member to administer the test.

B. Inclusion

The Board shall strive to maintain minimum class sizes for those classes which include special education/handicapped students. In order to service each child in his/her best interest, a procedure will be established at each building to promote consultation concerning placement, IEP development, number and ratio of special education/handicapped children to be placed in a regular classroom. This process will be developed through the use of a Building Inclusion Committee. This committee shall consist of the building administrator, and an equal number of special education and regular education bargaining unit members. All bargaining unit members at each building shall have the opportunity to meet with the Building Inclusion Committee to discuss and provide, input into decisions affecting the number and placement of special education/handicapped students assigned to regular education classes. A substitute will be hired for bargaining unit members who are participating in BLAT meetings which are scheduled for a half day or more.

1. Bargaining unit members who have a special education student in their classroom may ask for a review of the special education student's progress when the following occurs: a) if the student does not appear to be making successful progress and/or passing the class; b) when the placement of the included student and/or student with special needs creates constant disruption to the educational process in the regular classroom and/or other school setting.
2. Nursing activities shall not be performed by regular or special education teachers.
3. The employer shall promote and make an effort to provide training and/or staff development programs for bargaining unit members whose duties are impacted by an IEP.
4. Any bargaining unit member who is assigned an IEP or 504 Plan student shall be informed of related IEP or 504 Plan information either prior to the first day of class or prior to the student's placement in the classroom. Any bargaining unit member who requests an IEP shall be provided one within two working days.

C. Inter and Intra-School Floating Teachers

The Board and the Administration shall provide a secured and adequate storage area for all inter-school and intra-school members of the bargaining unit where they may store their materials safely.

Inter and Intra-School Floating Teachers will complete the mileage form and submit to the Board Office monthly for verification. Payment will be made within thirty (30) calendar days and paid at the present IRS rate in effect. (Also see Article 8 Section C.)

D. Planning Periods

Each bargaining unit member will have no less than two-hundred (200) minutes planning time per five (5) day week, or the equivalent in weeks having fewer days. The administration will make reasonable efforts to schedule the planning time to ensure that each bargaining unit member has no less than forty (40) minutes of planning time each day.

E. Elementary Detention

Elementary Detention Monitor shall be employed by the Board at a rate of \$20 per hour not to exceed one half (1/2) hour per week.

F. Teacher Load

Middle school and Senior high school bargaining unit members shall not be required to have more than five (5) preparations per teacher at any one time during the school year.

G. Covering Classroom Absences

The Board will secure substitutes for bargaining unit members absences except for pullout units. The building Administrators may ask bargaining unit members on a voluntary basis to cover classes during their preparatory period. In the Elementary school, the bargaining unit member may be asked to cover classes for pull out units, such as PE, music, or library. Any bargaining unit member who covers a class shall be compensated at \$15 per period.

H. Covering Building Principal's Absences

Each year an experienced staff member, employed by the District for at least five (5) years, will be nominated by the building principal to act in place of the principal when the principal is absent from the building and approved by the Superintendent. Should an emergency occur, the Superintendent shall be called upon to assist. The principal and the bargaining unit member shall work put a list of job duties, such duties shall not be contrary to the provisions of this Master Contract. A copy of said duties shall be shared with the Superintendent and the MEA president. The bargaining unit members shall be offered a contract and shall be compensated at the rate of \$500 per school year.

I. Home Instruction

Positions for home instruction shall be filled first by the candidates from the bargaining unit represented by the Association and second by the candidate outside the bargaining unit. Teachers for home instruction shall be compensated at the rate of \$16 per hour. A personal service contract will be written and signed by the Treasurer. This contract will be executed before instruction begins.

J. Non-Renewal Notice

Notice of non-renewal shall only be by certified mail to the address of record. A copy of the notice shall simultaneously be sent to the Association President.

K. Non-Discrimination

The provisions of this Master Contract will be uniformly applied to all members of the bargaining unit.

L. Local Professional Development Committee (LPDC)

The Maplewood Local Professional Development Committee is hereby established as the name of the entity required by Senate Bill 230. The Maplewood Local Professional Development Committee shall consist of a minimum of five (5) members. A majority of members shall be bargaining unit members who shall be selected by the district bargaining unit via a slate of candidates and elected by the membership. Bargaining Unit membership shall be representative of each building. Elected teacher representatives shall be for a three (3) year term. The remaining members may be a combination of administrators from the central district office and/or from the building level who shall be selected or appointed, by the Superintendent. Committee vacancies among teacher members shall be addressed by the bargaining unit, which shall designate replacement members as necessary. Similarly, the Superintendent of Schools shall address administrative member vacancies. Each committee member must have a minimum of three (3) years of professional experience. The LPDC Committee members shall determine the frequency, time and place of the meetings. Stipends shall be \$500.00 for the life of the contract. The compensation shall be disbursed in the last pay in December and last pay in June.

M. Bargaining Unit Member Appeals (LPDC)

If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Educators may then submit a revised plan within ten (10) days of the initial rejection notice, or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.

The bargaining unit member has a right to an appeal. The appeals process shall include the following beginning with lack of approval by the Local Professional Development Committee of the educator's IPDP or professional development applied to the renewal of a certificate or license. The LPDC and/or the educator may request reconsideration. If reconsideration is requested, the LPDC again votes to approve or non-approve the issue at hand. The educator may request the formation of three-person appeals panel from their district, which shall consist of:

- a. 1 certified/licensed educator selected by the educator;
- b. 1 certified/licensed educator selected by the LPDC;
- c. 1 certified/licensed educator mutually agreed upon by the educator and the LPDC.

This appeals' panel is the final step in local resolution to the appeal. The Ohio Department of Education as the administrative agency of the Ohio State Board of Education is the issuing authority for educator certificates and licenses. In the event that the law changes, the LPDC language shall not supersede the law as it pertains to non-bargaining unit members.

N. Mentor Program

1. New bargaining unit members (newly hired teachers other than rehired “retired” teachers) shall receive an orientation to practices and procedures within the District in a meeting conducted by the Principal immediately preceding the beginning of the school year. During this meeting, such newly hired teachers who are required by the state to complete a residency program shall receive the following materials:
 - a. District staff handbook and discipline procedures,
 - b. Building policies and other relevant building information,
 - c. Student handbook,
 - d. Name and telephone number of their bargaining unit member mentor.
2. The Ohio Department of Education does not require the same person to mentor the resident educator for all four (4) years of his or her residency.
3. Mentors shall have up to one (1) release day per resident educator for observation. The resident educator shall have four (4) hours of release time per school year to observe any veteran teacher and complete program requirements.
4. The mentor shall assist the new bargaining unit member to understand the workings of the school district and for advice of a professional nature in carrying out his/her teaching responsibilities. The mentor shall meet monthly with the new bargaining unit member. Any evaluation performed by a mentor of a new bargaining unit member shall not become part of the new bargaining unit member’s formal evaluation for any purpose whatsoever.
5. The mentor teacher is not responsible for resident educator’s passage or failure of the formative assessment.
6. The Board shall be responsible for all payment to mentors. The Board shall compensate the mentor teacher in the amount of \$500 per year per resident educator.

O. Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the re-employment of a Maplewood teacher following such teacher’s service retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not an expectation to continued employment or re-employment when a teacher retires from the Maplewood Local School District. Re-employed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Re-employed teachers who previously worked in the District are not guaranteed a particular assignment upon re-employment. Re-employed teachers will be assigned to positions that are within their certification/licensure area(s) and at the discretion of the Board.

2. A retired “teacher” who is employed or re-employed by the Board as a bargaining unit member is eligible for any insurance coverage provided in Article XIV of this Agreement and as a condition of employment, are eligible for opt-out amounts, if any, otherwise payable for such coverage or any other fringe benefits not specifically provided in this Section.
3. Retired teachers shall commence at the Exp. Level 0 not to exceed Step “0” on the indexed salary schedule according to their degree on the indexed salary schedule. If the teacher is re-employed the teacher shall remain at Step “0” on the salary schedule for each year employed following his/her re-employment with the Maplewood Local School District. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable in Court or elsewhere and the parties expressly agree and fully intend this provision to supersede and take precedence over the provisions of Revised Code, Section 3317.13 and any and all other inconsistent or contrary State statutes, State Court decisions, law and/or regulations.
4. Seniority for re-employed teachers returning to service with the Board after retirement will return to (0) years and remain at (0) years for the re-employed teacher’s entire post-retirement tenure. In the event of a reduction-in-force, the re-employed teacher will not have any of the bumping rights set forth in the negotiated agreement.
5. Teachers employed by the Board after retirement shall not be eligible for a continuing contract and are restricted to one (1) year limited contract(s) of employment.
6. Teachers employed by the Board after retirement will be given one (1) year limited Contracts only and such individuals are not subject to the evaluation provisions of the Collective Bargaining Agreement. Re-employed teachers will be awarded one (1) year contracts that will automatically expire at the end of the school year, without notice of non-renewal and without compliance with Ohio Revised Code, Section 3319.11 and 3319.111 (with the exception that OTES teachers will be evaluated in accordance with law and Board policy). For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11, 3319.111 and 3319.08, and differs from the rights of other teachers contained in the negotiated agreement.
7. Performance evaluations of re-employed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the Building Principal. For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement.
8. Re-employed teachers may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed teacher shall make contributions to STRS that will fund a single life annuity with the reserve based on the re-employed teacher accumulated contributions during his/her period of service as a regular teacher following re-employment. For additional information concerning the annuities, see Ohio Revised Code, Section 3307.35.

9. Re-employed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
10. Re-employed teachers will be eligible to accumulate sick leave. Sick leave shall commence at (0) days for re-employed teachers. Re-employed teachers shall earn 1-1/4 days of sick leave per month for the duration of their re-employment. Re-employed teachers may request an advance of up to ten (10) days of sick leave if necessary. The re-employed teacher must reimburse the Board for advance sick leave which is not earned at the time the re-employed teacher separates his/her employment with the District. The parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.141.
11. Re-employed teachers are eligible for supplementals only at the discretion of the Superintendent.
12. This Section of the Agreement, Article IX, Paragraph O, will not be grievable under the procedures of this Agreement nor through any claim action filed before the State Employment Relations Board or any Court of law.
13. The parties expressly agree and fully intend this Section including provisions 1 through 12 to supersede and take precedence over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, State laws or regulations and State Court decisions, to the extent permitted by law.

ARTICLE X

EVALUATION OF TEACHERS

I. OTES

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix "E ". All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained by the parties prior to implementation in accordance with law.

A. Maplewood Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher evaluation system and related guidelines, and to regularly review the effectiveness of the system and its related procedures and process, including forms, for the evaluation of teachers in the District.

In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding any evaluation language and procedures for Non-OTES members.

Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment.

2. Committee Composition

- a. The committee shall be comprised of four (4) Association members appointed by the Association president and three (3) members appointed by the Superintendent. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education).

3. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - One (1) task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc.
 - The Committee will also work to align the non-OTES staff with the OTES framework.
- d. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- e. All decisions of the committee will be achieved by consensus. Problem solving and consensus building training shall be provided to the committee.
- f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. Ground rules will be made available to all

committee members.

- g. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
- h. Members of the committee will receive necessary release time for committee work and training.
- i. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within ten (10) working days following meetings of the committee.
- j. The committee may establish sub-committees to assist with their work.
- k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- l. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation

Any committee or subcommittee work authorized by the co-chairs and performed outside of the contractual work day will be paid at \$25 per hour

5. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending changes to the Board system for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. If either party wishes to consider any change or revision to the Board Evaluation System it will discuss the matter with the committee.

6. SLO SUBCOMMITTEE

- a. The SLO subcommittee will consist of an administrator and three (3) teachers at each building.
- b. During the third week of October, the Committee will meet to review and score SLO's using the Student Learning Objective (SLO) Template Checklist.
- c. The Committee shall review all submitted SLOs by October 30th.
- d. Any SLO that is rejected by the Committee shall be returned to the teacher/group with specific designation of deficiencies by November 10th with a five (5) day period for the resubmittal of the corrected SLO.

II. Non-OTES Employees

The evaluation of Non-OTES bargaining unit members will be in accordance with law unless or until changes are made to this Agreement through collective bargaining.

ARTICLE XI

SCHOOL DAY - CONTRACT YEAR – CONTRACTS – LICENSURE

A. Length of Teaching Day

The working day for all bargaining unit members will be seven (7) hours. The principal, within the seven (7) hour framework, will establish a morning starting time and afternoon quitting time that fits with the building daily schedule. Staff meetings, conferences, etc., may be required beyond the working day; however, an effort will be made by the administrator to fit these meetings into the seven hour day. Staff meetings required beyond the working day will not exceed thirty (30) minutes. Conferences should be arranged in advance at a mutually agreeable time.

Each bargaining unit member will be provided a thirty (30) minute duty free and uninterrupted lunch period each day.

B. School Calendar

1. Bargaining unit members shall have a 184 day calendar. The 184th day of school for 9-12 grade bargaining unit members will be graduation ½ day and academic awards ½ day. The 184th day of school for kindergarten through grade 8 bargaining unit members will be ½ day parent orientation and one school program (concert) equal to ½ day. The remaining days will be two (2) opening and one (1) closing day for the duration of the contract.

2. One professional day occurring on a Saturday or during non-school time may be substituted for: academic awards (½ day), graduation (½ day) for teachers 9-12, concert or program (½ day) for bargaining unit members grades K-8. Verification of attendance given to the Treasurer. Written application for the professional day must be made ten (10) working days in advance and approved by the Superintendent. Request for the day to be used in substitution may be made at the same time or ten (10) working days prior to its intended use.

3. A two (2) hour early dismissal shall occur on the last day of the first three (3) nine-week grading periods in each year of the contract for the purpose of records and reports.

4. Calamity Days

If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make up the first five (5) days lost.

Following the occurrence of the fifth (5th) missed day, the District will allow three (3) 'On-Line' instructional days (i.e., blizzard bag days). Any subsequent days missed due to a calamity will be made up beginning with the first (1ST) non-scheduled day at the end of the school year.

C. Contract and Salary Notices

Each bargaining unit member, each year, will receive either a one (1) year limited contract or if the member has a continuing contract, a salary notices that states the salary for the coming year. Contracts of longer than one (1) year shall include a statement that includes the granting of all raises and increments as provided for in the salary schedule or by law.

D. Notification of Assignment

Members of the bargaining unit will be notified of their professional assignment for the ensuing year not later than May 30. If that assignment is to be changed, the administration shall confer with the member (if the member desires) regarding reason(s) for such change.

E. Criminal Records Check

The parties acknowledge that criminal records investigation reports are required for applicants and, periodically, by current employees under state law. It is expressly agreed between the Board and the MEA that the Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. If any discharge of a teacher must occur under this provision, the mandates of O.R.C. Section 3319.16 (termination statute) shall not be required.

F. Procedure for Consideration of Continuing Contract Status

An employee needs to meet the criteria set forth in O.R.C. 3319.08(D) and 3319.11(B) in order to be eligible for a continuing contract by the Board.

Any teacher anticipating becoming eligible for a continuing contract must notify the building principal in writing, of the anticipated eligibility with a copy to the Superintendent, by October 1st of the school year in which the teacher becomes eligible.

ARTICLE XII

PERSONNEL FILE

The Board shall maintain one (1) personnel file for each bargaining unit member which shall be maintained in the office of the Superintendent.

1. Each member of the bargaining unit shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association, at the member's request, may accompany the member in such review. On request of a member of the bargaining unit, the Administration shall give the member a copy of any record in his/her personnel file.
2. Anonymous letters or material shall not be placed in the member's file nor shall they be made a matter of record.
3. If an employee believes that any item of information contained in the files is misleading, inaccurate, incorrect, inappropriate or non-factual, the employee shall have the right to attach a rebuttal to that item.

4. Before a document or notation is made to a bargaining unit member's file that may be grounds for a potential disciplinary action, the member shall be sent a copy of said notation and/or document.

ARTICLE XIII

DISCIPLINARY PROCEDURES

A. Right to Representation

A member of the bargaining unit shall have the right to be represented by the Association at any conference with an administrator, which he/she reasonably believes may result in disciplinary action.

If the member has prior knowledge of the purpose of the conference he/she shall notify the proper administrator of his/her intent to have representation present.

A member that does not have prior knowledge of the purpose of the conference, or if a situation develops which the member reasonably believes may result in disciplinary action, he/she may interrupt the conference at that point and request representation. The conference shall be recessed until such time as the representative of the Association can be present.

B. Disciplinary Procedures

No teacher shall be disciplined without proper cause. Disciplinary responses shall commensurate with the teacher's offense and, where appropriate, be progressive in nature. However, the parties fully recognize that more serious offenses may be dealt with for the first offense by appropriate disciplinary action up to an including termination, depending upon the nature and severity of the misconduct. Disciplinary responses available to the board include:

- Informal Warning – It is expected that many issues can be disposed of by an informal warning, without further disciplinary action.
- Written Reprimand(s) – Letters of reprimand may be issued to bargaining unit members for infractions which, in the judgment of the responsible administrator, do not warrant any other action.
- Suspension With Pay
- Suspension Without Pay
- Termination – Only the Superintendent may recommend termination to the board which may only terminate with in accordance with the procedures of ORC Sections 3319.16 and 3319.161. Nothing herein shall preclude the board from acting to non-renew or terminate any employment contract as permitted by the applicable laws of this agreement.

C. Due Process

For disciplinary measures beyond written reprimand, employees shall be provided with notice and an opportunity to be heard prior to the implementation of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions under the express terms of this contract.

D. Privacy of Proceedings

To the extent possible, disciplinary actions shall be administered privately in the presence of appropriate personnel. To the extent under the law, disciplinary actions shall be kept confidential.

ARTICLE XIV

INSURANCE PROVISIONS

A. Provisions

1. All provisions of the Trumbull County Consortium One Plan will be in effect. The Board will pay 100% of the vision and dental coverage for all MEA employees for the duration of this contract.
 - a. For any premium holiday the District receives, employees on the insurance will be reimbursed a stipend of \$200/S and \$400/F for the duration of this contract.
2. The level of benefits provided shall not be lessened during the term of this contract without the agreement of the MEA.
3. It was the intention of the parties and it remains the intention of the parties that any improvements in the coverages of the Consortium's PPO plans made between the date of the contract and the implementation of the PPO plans on July 1, 2008 will be recognized and provided to the bargaining unit members in their plan utilization without increasing the contribution percentage.
4. MEA employees choosing not to take the insurance will receive 12% of the current annual premium of the "One-Plan" while the rebate for dental shall be \$100.

B. Life Insurance

The Board shall provide each member of the bargaining unit a fully paid Term Life Insurance Policy in the amount of fifty thousand dollars (\$50,000). A bargaining unit member may purchase additional term life insurance at full cost to the employee provided the carrier concurs. The premium for such additional insurance shall be payroll deducted.

C. Insurance Coverage on Leave

Any member of the bargaining unit on approved leave of absence shall have the right to maintain insurance coverage with payment of the monthly premium by person on leave one (1) month in advance.

D. Board Paid Insurance on Leave

Any member of the bargaining unit who has accumulated a total of sixty (60) sick days or four (4) years of successful employment in the Maplewood School System will have the Board continue to pay the same insurance benefits as were being carried at the beginning of the sick leave after sick days have been exhausted. All other employees, when sick days are exhausted, have the right to purchase insurance coverage through the Board with payment of the monthly premium one (1) month in advance. This shall remain in effect for the rest of that contract year in which said member exhausted the sick day total.

E. Insurance Booklets

The President of the MEA shall be provided with a copy of each of the insurance booklets and/or contracts affecting members of the bargaining unit by January 1st of each year. If the Board should change insurance carriers during the term of this contract, the MEA President shall be provided with a copy of the new insurance contract between the insurance carrier and the Board.

ARTICLE XV

LEAVES

A. Sick Leave

The Board will grant sick leave to all employees at the rate of one and one-fourth (1-1/4) days per month with the possibility of fifteen (15) days per year. The number of days of sick leave which may be accumulated is unlimited. New employees may transfer up to 120 days accumulated sick leave acquired from any public agency in Ohio to Maplewood Schools. Each new employee, upon signing a contract for the school year, shall be advanced five (5) days absence with pay until the five (5) days have been earned as indicated above.

1. Each employee will report his/her absence to his/her immediate supervisor when he/she is to be absent. An absence slip is to be filled out within three (3) working days after return stating the reason (type of leave) for his/her absence. If forms are not completed within three (3) working days, or in case of unauthorized absence, the Treasurer, upon instructions from the local Superintendent, will deduct the appropriate pay on a per diem rate from the paycheck for the days involved. Repeat violations and/or unauthorized absences may result in more severe disciplinary action up to and including termination. Employees on sick leave for four (4) consecutive days or more may be required, upon request, to submit satisfactory medical documentation generally evidencing the existence of facts entitling the employee to sick leave. An unauthorized absence is defined as any missed day that does not qualify for sick, FMLA or personal leave.

2. Accumulated sick leave may be used for the following reasons:
 - a. Personal illness, injury, pregnancy, pre-pregnancy related illness, or exposure to contagious disease which could be communicated to other employees or children.
 - b. To attend duties resulting from hospitalization, illness or injury of immediate family of employee such as spouse, children, or parent.
 - c. Death in the immediate family. The immediate family is construed to mean husband, wife, father, mother, sister, brother, grandparents, child, aunt, uncle, cousin, niece, nephew, or similar relative by marriage, or death in the household (five (5) days sick leave may be granted).

B. Parental Leave

A member of the bargaining unit who has completed a minimum of one (1) full year of service in the school system and prefers not to use or does not qualify to use accumulated paid sick leave, or exhausts his/her accumulated sick leave credit, may apply for a leave of absence without pay or benefits under the following:

1. This leave is intended for care of children or parents.
2. The member of the bargaining unit is expected to notify the Superintendent of his/her intended option to use parental leave at least one (1) month in advance in order that the Superintendent can arrange for a replacement without interruption in the continuing education of his/her students.
3. A parental leave shall consist of the remainder of the school year and one (1) additional year if desired by the individual.
4. A member of the bargaining unit returning from a leave of absence shall be reinstated in the position, or an equivalent position, which he/she vacated.
5. A member of the bargaining unit on parental leave may continue all insurance coverage upon payment of the monthly premium by the teacher to the carrier of the insurances at the beginning of each month.

C. Adoption Leave

All of the conditions, stipulations, and terms of parental leave shall also apply to any member of the bargaining unit to meet the conditions or requirements to adopt a child or who adopts a child.

D. Personal Leave

1. Each bargaining unit member will be granted three (3) personal days per school year so long as written requests are filed three (3) days in advance of the requested day.
2. No more than two (2) bargaining unit members at the Elementary, two (2) bargaining unit members at the Middle School, and two (2) bargaining unit members at the High School shall be approved as a personal leave day for any one day.

3. In the event of a building merger, no more than three (3) members per building shall be approved.
4. In emergency situations, exceptions to the provisions of this section may be granted by the Superintendent at his/her discretion.
5. Non-Use Incentive:
Any unused personal leave day (s), at the option of the bargaining unit member, at the end of each school year, may either be converted to sick leave or be paid a stipend of \$100 each with the second paycheck in June.

E. Professional Leave

The Superintendent may authorize absences of members of the bargaining unit for professional purposes. Written application shall be made ten (10) working days in advance of the occurrence of such leave. Where leave is granted, a substitute shall be provided. Professional leave is not cumulative.

F. Extended Leave of Absence

Members of the bargaining unit may apply for an extended leave of absence for personal reasons. Such leave may be granted, provided:

1. Board may grant for bargaining unit members with five (5) to nine (9) years' service.
2. Board shall grant for bargaining unit members with ten (10) or more years, if a qualified substitute can be found.
3. The leave is applied for in writing to the Superintendent at least ninety (90) calendar days prior to the commencement of this leave.
4. The length of the leave must be specified as either for a semester (one-half of the school year) or for a full school year.
5. Final approval rests with the Board.
6. Teachers secured as replacements for a unit-member on leave may be released upon the return of a bargaining unit member from leave.
7. Bargaining unit members who utilize such leave shall return to the same, or comparable, position held prior to the leave.

G. Association Leave

1. A maximum of two (2) bargaining unit members at one time shall be allowed released time to attend the OEA representative assemblies each year. A total of six (6) days may be used for this purpose each year.
2. Notification for this leave shall be made to the building principal and Superintendent ten (10) working days prior to the released time (use personal leave form).
3. All expenses, except salary and substitute, shall be paid by the Association.

H. Sabbatical Leave

The Association and the Board agree to abide by the provisions of Ohio Revised Code 3319.131.

I. Jury Duty/Witness Duty

A regular bargaining unit member shall be granted time off for jury duty or witness duty, and shall suffer no loss of pay provided, however, if required by the Board, she/he presents proof of such duty.

J. Family and Medical Leave

The Association and the Board agree to abide by provisions of the Family and Medical Leave Act (FMLA) and all its terms, regulations and conditions. In implementing the FMLA, the District utilizes a "twelve (12) month period" which is "measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) -month period would commence the first time FMLA leave is taken after completion of any previous twelve (12) -month period.

K. Assault Leave

A bargaining unit member, while under contract with the Maplewood Local Board of Education shall have available the use of Assault Leave under the following conditions:

1. Application shall be on the form attached as Appendix D.
2. A bargaining unit member who is absent due to physical disability resulting from an assault which occurs in the course of Board employment will be maintained on full pay status during the period of such absence up to a maximum of sixty (60) calendar days per school year.
3. A certificate from a licensed physician stating the nature of the disability and its duration shall be required.
4. Assaults arising from private activities or situations not related to school activities shall be excluded.
5. An examination by the school's physician may be required at bargaining unit member's expense as certification of physical disability, and as a condition to return to work.
6. Assault leave will be paid only when no other compensation is received. Example: insurance coverage, worker's compensation or disability retirement would eliminate use of assault leave.
7. Assault leave may not be used in place of sick leave, and sick leave cannot be reduced as a result of assault leave use.
8. A bargaining unit member may not work at any other position while on assault leave.
9. Bargaining unit members are required to assist in litigation if the Board elects to prosecute the assailant.

10. In all cases the Board or its designee shall determine the validity of use of Assault Leave in accordance with this policy and Ohio Revised Code.

ARTICLE XVI

POSTING OF VACANCIES; INVOLUNTARY TRANSFERS

A. Posting of Vacancies

The Association and the Board agree that a vacancy in the bargaining unit may occur when there are: (a) deaths; (b) retirements; (c) resignations; (d) terminations/non-renewals; (e) new positions created. When the Board determines to fill the vacancy(ies), the following procedures shall apply:

1. The position(s) shall be posted within ten (10) working days of the Board's determination to fill the position, except those vacancies that occur after August 1st and before the beginning of the next school year.
2. Bargaining unit members who are certified for the position(s) must apply in writing within ten (10) working days of the posting.
3. All applicants shall be interviewed by the Superintendent or his designee.
4. When the Maplewood Board of Education makes its selection for the position(s), a bona fide effort to notify the successful applicant shall be made within seventy-two (72) hours. All other applicants will be given notice within seventy-two (72) hours of the successful applicant's acceptance of the position.
5. Summer vacancies will be posted by email.
6. Supplemental openings shall also be posted.
7. Generally, except for spring sports, supplemental postings will occur prior to April 5th. Spring sport supplementals shall be posted by September 15th. Spring sport supplementals generally shall be filled by September 30th and all other supplemental hirings shall occur no later than May 30th for the following school year.

B. Involuntary Transfers

1. Involuntary transfer shall be defined as an employer-initiated reassignment of a bargaining unit member from one grade level or building to another.
2. A bargaining unit member shall be given written notice as soon as is feasible and prior to the implementation of an involuntary transfer.
3. No bargaining unit member shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reasons or to circumvent any provision of this Master Contract.

ARTICLE XVII

REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in Section 3319.17 of the Ohio Revised Code, the Board shall proceed with such reduction in the following manner:

A. Reductions

Reductions shall be made by suspending contracts, in whole or part, based upon the Superintendent's recommendation. Notice of suspension shall only be by certified mail. A copy of the notice shall simultaneously be sent to the Association president. Those contracts to be suspended will be on the basis of certification, seniority and type of contract in the following manner:

1. Effect of Seniority

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur pursuant to the Board adopted, standards-based teacher evaluation policy defining that term. Until said policy is fully implemented and for bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), the Administration will determine comparability of evaluations, such decisions will not be arbitrary or capricious.

For the transition period of this Master Agreement only, ending on June 30, 2019, comparable evaluations of OTES teachers, will be defined as the summative evaluation ratings of Accomplished, Skilled, and Developing. Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Section 3319.111 and 3319.112.

2. In those instances where seniority is involved (i.e., comparable evaluations) employees with longer continuous service will be retained in preference to those with less continuous service certified/licensed to teach in the same field, as follows:

All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Bargaining unit members with continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members' serving under limited contracts will be placed on the lists under continuing contract bargaining unit members, also in descending order of seniority.

3. Seniority for this and all other provisions in the contract will be defined as the total years actively employed in the Maplewood Local School District prior to 1979, and the length of continuous service as a certified employee under contract in this district thereafter. Effective September 1, 1996, seniority shall be determined as follows for new hires:

- a. Board approved leaves of absence and time on the recall list due to reduction in force will not interrupt seniority, but time spent on such leave or awaiting recall shall not count towards seniority.
- b. If two or more bargaining unit members have the same length of continuous service, the greater seniority will be determined by the earlier date of the Board meeting at which the member was hired.

When multiple hirings occur at the same Board meeting, seniority will be determined by the Treasurer drawing lots in the public session of the Board meeting with an Association representative present. The Association shall be notified one (1) week in advance, if possible, of the Board meeting.

- c. The bargaining unit seniority list shall be provided to the Association President by October 30th of each school year.
4. Where the decision is between members with comparable evaluations as set forth above, recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A bargaining unit member so affected may elect to displace the least senior bargaining unit member who holds a lower position on a seniority list for another area of licensure/certification for which that bargaining unit member is licensure/certified. Any such election must be made within five (5) working days after the member is notified he/she will be affected and all subsequent members who are affected by this shall have three (3) working days to displace a bargaining unit member who holds a lower position on a seniority list for another area of licensure/certification for which that bargaining unit member is licensure/certified.

B. Recall List

The names of members whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twenty four (24) months from the date of the reduction. Members whose continuing contracts are suspended due to a reduction in force shall remain on the recall list indefinitely or until they fail to respond to or decline an offer of re-employment by the Board. Bargaining unit members on the recall list will have the following rights:

1. No new bargaining unit members will be employed by the Board while there are bargaining unit members on the recall list who are certified for the vacancies.
2. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated.
3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all bargaining unit members on the recall list who are licensed/certified for the vacancy. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the district office within fourteen (14) calendar days. The most senior of those responding will be given the vacant

position. Any member who fails to respond within fourteen (14) calendar days, or who declines to accept the position will forfeit all recall rights.

4. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.
- C. The parties agree that these procedures apply only to the suspension of contracts under 3319.17. This article shall not interfere with any other lawful professional procedures in the district except as stated in D. Employees shall have all licensed/certificates or proof thereof by letter or phone from the State Department of Education relative to reduction in force on file in the Superintendent's office prior to April 1st of each year.
- D. The Board shall not "contract-out" bargaining unit work during the life of this Master Contract.

ARTICLE XVIII

PAYROLL PRACTICES

- A. Effective the beginning of the 2010-2011 contract year, all employees shall be paid through direct deposit with employees receiving electronic notifications. Electronic notifications will be sent in the summer to all members. The treasurer of the Board shall make deductions for the following as authorized by the bargaining unit member:
 1. Federal Income Tax
 2. State Income Tax
 3. Local Income Tax
 4. State Teachers Retirement System (employee contribution)
 5. Professional Dues
 6. Credit Union
 7. Any Tax Sheltered Annuity Program
 8. United Appeal
 9. Direct deposit at any bank approved by Treasurer.
 10. OEA Fund for Children and Public Education
 11. Additional Life Insurance
 12. Ohio Tuition Trust
- B. Payroll adjustments made necessary because of Leap Year are at the discretion of the treasurer.

ARTICLE XIX

COLLEGE TUITION

- A. Each bargaining unit member is entitled to one reimbursement per year at a per semester hour rate of one hundred twenty-five dollars (\$125) to a maximum of seven hundred fifty dollars (\$750).
1. Credit for the class must be in an educational master's program leading toward a master's degree and approved by the Superintendent.
 2. The tuition reimbursement shall be payable only while in continuous employment of Maplewood Local Schools and upon presentation of individual class completion with a grade of "B" or better.
 3. There will be an allowed time span of five (5) years to completion of program, total collectible amount per bargaining unit member, \$3,750. This time may be extended by the Superintendent due to extenuating circumstances. Reimbursement shall be made to all applicants by the end of July for course work completed the previous school year.
 4. One allowable program per staff member.
- B. Tuition reimbursement for courses or workshops required for supplemental duties shall be reimbursed in the amount equal to the cost of the course or workshop not to exceed \$50 per year.

ARTICLE XX

EMPLOYEE CHILDREN TUITION WAIVER

The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the Maplewood Local School District upon approval by the Superintendent may attend the Maplewood Local Schools at the request of the bargaining unit member, free of any charge of tuition by the Maplewood Local Schools. All applications shall be submitted and approved before the beginning of each school year. This approval shall not be withheld in an arbitrary or capricious manner.

ARTICLE XXI

EFFECTS AND DISTRIBUTION

This contract supersedes and cancels all previous agreements, whether verbal or written or based on alleged past practices, and represents the full and complete commitments between parties.

The Board and the MEA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of the collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, for the life of this Agreement, the Board and the MEA each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this

Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject matters may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. However, should there be changes in state and/or federal law, or in Ohio Department of Education rules and regulations which impact upon the contract or working conditions, then negotiation to make appropriate amendment(s) to the contract shall ensue upon written notice by either party of such change pursuant to Article V.

ARTICLE XXII

SEVERABILITY

If any provisions of this Master Contract, or the applications of any provisions, shall be rendered or declared invalid, unlawful, or not enforceable by any court action, or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Master Contract shall remain in force and effect for the duration of this Master Contract.

ARTICLE XXIII


DISTRICT CONSOLIDATION

Prior to any district change, the MEA will be involved in negotiations concerning the change and the Board will endeavor to protect the jobs of bargaining unit members.


ARTICLE XXIV

DURATION OF CONTRACT

This Master Contract, as negotiated by the parties, shall become effective 12:01 a.m. September 1, 2016, and remain in full force and effect through 11:59 p.m. August 31, 2019, at which time it shall expire.



PRESIDENT OF THE BOARD



TREASURER OF THE BOARD



NEGOTIATOR



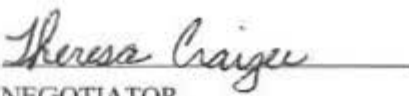
NEGOTIATOR



PRESIDENT OF M.E.A.



NEGOTIATOR



NEGOTIATOR



NEGOTIATOR

**APPENDIX A-1
MAPLEWOOD 2016-17 SALARY SCHEDULE - 1.95**

EXPERIENCE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
0	34618 1.000	36349 1.050	38253 1.105	40330 1.165
1	36349 1.050	38253 1.105	40330 1.165	42407 1.225
2	38080 1.100	40157 1.160	42407 1.225	44484 1.285
3	39811 1.150	42061 1.215	44484 1.285	46561 1.345
4	41542 1.200	43965 1.270	46561 1.345	48638 1.405
5	43273 1.250	45869 1.325	48638 1.405	50715 1.465
6	45003 1.300	47773 1.380	50715 1.465	52792 1.525
7	46734 1.350	49677 1.435	52792 1.525	54870 1.585
8	48465 1.400	51581 1.490	54870 1.585	56947 1.645
9	50196 1.450	53485 1.545	56947 1.645	59024 1.705
10	51927 1.500	55389 1.600	59024 1.705	61101 1.765
11	53658 1.550	57293 1.655	61101 1.765	63178 1.825
12	55389 1.600	59197 1.710	63178 1.825	65255 1.885
13	57120 1.650	61101 1.765	65255 1.885	67332 1.945
18	58620	62601	66755	68832
23	60120	64101	68255	70332
27	62220	66201	70355	72432

**APPENDIX A-2
MAPLEWOOD 2017-18 SALARY SCHEDULE - 1.85**

EXPERIENCE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
0	35258 1.000	37021 1.050	38960 1.105	41076 1.165
1	37021 1.050	38960 1.105	41076 1.165	43191 1.225
2	38784 1.100	40899 1.160	43191 1.225	45307 1.285
3	40547 1.150	42838 1.215	45307 1.285	47422 1.345
4	42310 1.200	44778 1.270	47422 1.345	49537 1.405
5	44073 1.250	46717 1.325	49537 1.405	51653 1.465
6	45835 1.300	48656 1.380	51653 1.465	53768 1.525
7	47598 1.350	50595 1.435	53768 1.525	55884 1.585
8	49361 1.400	52534 1.490	55884 1.585	57999 1.645
9	51124 1.450	54474 1.545	57999 1.645	60115 1.705
10	52887 1.500	56413 1.600	60115 1.705	62230 1.765
11	54650 1.550	58352 1.655	62230 1.765	64346 1.825
12	56413 1.600	60291 1.710	64346 1.825	66461 1.885
13	58176 1.650	62230 1.765	66461 1.885	68577 1.945
18	59676	63730	67961	70077
23	61176	65230	69461	71577
27	63276	67330	71561	73677

**APPENDIX A-3
MAPLEWOOD 2018-19 SALARY SCHEDULE - 1.85**

EXPERIENCE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
0	35910 1.000	37706 1.050	39681 1.105	41835 1.165
1	37706 1.050	39681 1.105	41835 1.165	43990 1.225
2	39501 1.100	41656 1.160	43990 1.225	46144 1.285
3	41297 1.150	43631 1.215	46144 1.285	48299 1.345
4	43092 1.200	45606 1.270	48299 1.345	50454 1.405
5	44888 1.250	47581 1.325	50454 1.405	52608 1.465
6	46683 1.300	49556 1.380	52608 1.465	54763 1.525
7	48479 1.350	51531 1.435	54763 1.525	56917 1.585
8	50274 1.400	53506 1.490	56917 1.585	59072 1.645
9	52070 1.450	55481 1.545	59072 1.645	61227 1.705
10	53865 1.500	57456 1.600	61227 1.705	63381 1.765
11	55661 1.550	59431 1.655	63381 1.765	65536 1.825
12	57456 1.600	61406 1.710	65536 1.825	67690 1.885
13	59252 1.650	63381 1.765	67690 1.885	69845 1.945
18	60752	64881	69190	71345
23	62252	66381	70690	72845
27	64352	68481	72790	74945

MAPLEWOOD SUPPLEMENTAL SALARY SCHEDULE

Percentage of the BA Base (1.000) for the Corresponding School Year

Advisors

Band Director	.035
Middle School Band Director*	.01
Pep Band Director	.045
Show Choir - Vocal Director	.045
Choreographer	.045
Yearbook	.05
Literary Magazine	.01
Choral Director	.035
Middle School Choral Director*	.01
Drama Club	.065
Elementary Vocal Director	.0325
Class Sponsors: 7, 8, 9, 10	.022
Grade 11	.05
Grade 12	.04

Clubs:

Art, Spanish, French, National Honor Society,	.022
F.T.A., Home Ec, Pep, Library, Academic (2)	
Student Council – High School, Middle, Elementary	.022
Shop Club	.022
Power of The Pen	.01
Detention	
High School	.06
Middle School	.04
T.E.A.M. (Teens Educating one Another at Maplewood)	.05
Right-to-Read Coordinator (1)	.01
Prep Bowl Coordinator (3)	.01
Math/Computer Club (2)*	.01
Intramurals (4)	.025

Athletic Supplementals

High School Athletic Director	.19
Assistant Athletic Director (Also responsible for Middle School)	.11
Varsity Boys Basketball	.19
Varsity Girls Basketball	.19
Junior Varsity Boys Basketball	.11
Junior Varsity Girls Basketball	.11
9 th Grade Boys Basketball*	.085
8 th Grade Boys Basketball	.085
8 th Grade Girls Basketball	.085
7 th Grade Boys Basketball	.085
7 th Grade Girls Basketball	.085
6 th Grade Boys Basketball	.009
6 th Grade Girls Basketball	.009
5 th Grade Boys Basketball	.009
5 th Grade Girls Basketball	.009
Varsity Volleyball	.095
Junior Varsity Volleyball	.085
8 th Grade Volleyball	.065
7 th Grade Volleyball	.065
Varsity Boys Cross Country	.095
Varsity Girls Cross Country	.095
Middle School Cross Country* (previously was assistant cc)	.05
Varsity Boys Track	.095
Varsity Girls Track	.095
Varsity Assistant Track	.065
Middle School Boys Track* (previously was assistant)	.050
Middle School Girls Track* (previously was assistant)	.050
Baseball	.095
Softball	.095
Varsity Boys Soccer	.095
Varsity Girls Soccer	.095
Golf	.05
Bowling	.05
Varsity Cheerleading	.06
9 th Grade Cheerleading* (previously was Assistant)	.025
Middle School Cheerleading (combined 7 th & 8 th to make one middle school)	.050

*If numbers permit.

In the event that a Head Athletic Director or an Assistant Athletic Director is not hired, the person holding the other position shall be compensated at the rate of the two positions combined. Steps are indexed on the base salary.

MAPLEWOOD LOCAL SCHOOL DISTRICT
COMPLAINT BY THE AGGRIEVED

Certified

(If more space is needed, attach additional sheets; also attach any pertinent documents.)

Level I

If resolved at Level I:

Date of Discussion (within five days of request)

Signature of Grievant

Signature of Administrator

Level II

Administrator

AGGRIEVED PARTY _____

DATE OF SUBMISSION

(Within 5 days of Level I meeting)

BUILDING _____

ASSIGNMENT

HOME ADDRESS _____

PHONE

DATES(S) OF ALLEGED VIOLATION _____

State concisely the specific section of the agreement you feel has been violated, misinterpreted or misapplied:

Describe concisely the incident(s) which you feel constitute your grievance and their relationship to the provision of the agreement cited above:

Action requested:

Signature of Grievant

Date received by Administrator _____
(Must be within five days from date of Level I meeting)

Decision of the Immediate Administrator:

Signature of Immediate Administrator

Date decision rendered _____
(Must be within five days of receipt of written appeal)

Level III

Superintendent

Review requested by:

Signature of Grievant

Date (must be within five days of Level II decision)

Date Received by Superintendent
(must be within five days of Level II)

Date Hearing(s) Held _____
(within five days from receipt of appeal)

Decision of the Superintendent/Reasons:

Signature of Superintendent

Date Decision Rendered (must be within five days of hearing)

Level IV

Board of Education

Review requested by:

Signature of Grievant

Date (must be within five days of Level III decision)

Date Hearing(s) Held _____
(within twenty days from receipt of appeal)

Decision of the Board of Education/Reasons:

Signature of Board President/Designee

Date Decision Rendered (within
five days of hearing)

Level V

Binding Arbitration

Review requested by:

Appeal recommended by:

Signature of Grievant

M.E.A. President

Date (must be within ten days of Level
IV decision)

MAPLEWOOD LOCAL SCHOOL DISTRICT

ASSAULT LEAVE

Employee Name: _____

Social Security Number _____

Date of Incident _____

Employee Statement

Signature: _____ Date: _____

Date Worker's Compensation claim filed:

Doctor's Certification -- (If medical attention required)

Nature of Disability

Duration of Disability

Doctor's Signature _____ Date _____

STANDARDS-BASED TEACHER EVALUATION

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

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

The Board acknowledges that it must adopt by July 1, 2013, a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed pursuant to ORC 3310.112. This teacher evaluation policy is adopted in conformance with said framework.

This policy has been developed in consultation with MEA. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing Evaluation System Consultation Committee *known as the Maplewood Evaluation Committee (MEC)* with continuing participation by District teachers represented by the MEA, and for the express purpose of recommending necessary changes to the Board for the appropriate revision this policy. Policy changes which affect terms and conditions of employment may only be implemented after bargaining in accordance with law.

Definitions

“OTES” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the MEA.

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this policy

“Credentialed Evaluator” – For purposes of this policy, each teacher subject to evaluation will be evaluated by their immediate supervisor or another Maplewood administrator who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

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

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

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher’s evaluator.

"Evaluation Procedure" – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the

Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Proficient, Developing, or Ineffective.

"Student Growth" – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

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

"Teacher Performance" – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled
- c. Developing; or
- d. Ineffective

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

The Maplewood Local School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

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

Assessment of Teacher Performance

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

- A. Understanding student learning and development and respecting the diversity of the students they teach;
- B. Understanding the content area for which they have instructional responsibility;
- C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. Planning and delivering effective instruction that advances individual student learning;

- E. Creating learning environments that promote high levels of learning and student achievement;
- F. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- G. Assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

- A. the Formal Observation Procedure described herein; and
- B. a series of Informal Observation/Classroom Walkthroughs.

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric”. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, formal and informal observations and any evidence provided by the teacher.

Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

Schedule of Evaluation

All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/non-renewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract in accordance with Ohio Revised Code Section 3319.11 and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three (3) years – if their academic growth is average or higher. Any teacher who received a rating of “Skilled” on his/her most recent evaluation shall be evaluated every two (2) years – if their academic growth is average or higher. The accomplished teacher

may opt to be evaluated on an annual basis by having two (2) formal observations (one (1) each year of the two (2) year period). Principals may elect to not conduct observations on the following:

- A. teachers on leave fifty percent (50%) of the time;
- B. teachers submitting retirement by December 1st of the current school year.

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

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

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both aligned with the OTES rubric and the *Ohio Standards for the Teaching Profession*. Quantitative data includes frequencies, distributions and other counts or tallies. Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal non-continuous observations unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days.

After the first formal observation any subsequent formal observation shall not take place prior to the completion of the post conference.

Observation Conferences

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

The second observation may be unannounced.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan and afford the teacher the opportunity to provide additional evidence of performance. *Refinement and Reinforcement strategies will be provided to the teacher at that time.*

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

- A. evidence of planning;
- B. lesson delivery;
- C. differentiation;
- D. resources;
- E. classroom environment;
- F. student engagement;
- G. assessment; or

H. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

The teacher shall be provided access to the walkthrough template.

Remediation of Deficiencies

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported in the post-observation form.

The evaluator involved shall make recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teacher's growth or improvement plan, including:

- A. Performance issues documented as deficient; and
- B. Specific performance expectations; and
- C. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs will be communicated to the teacher through the standard employees discipline process.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

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

A1: Teachers instructing in value-added subjects exclusively¹;

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

- A2:** Teachers instructing in value-added courses, but not exclusively²;
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- B2:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the District's Guidelines for Student Growth Measurement.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

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

District Approved Assessments

Assessments used within SLO's will be District approved. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

the entire student academic growth factor of the evaluation (i.e. fifty percent (50%)) shall be based on the value-added progress dimension.

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

³ If used, only one (1) "shared attribution" measure can be utilized per instructor.

- A. Items on the assessment should cover all key subject/grade-level content standards.
- B. No items on the assessment should cover standards that the course does not address.
- C. Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, s/he should not use a test that devotes 90 percent (90%) of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four (4) skills listed above.
- D. The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main focus of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.
- E. All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's grade level principal(s) for approval.

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

SLO Scoring Matrix Percentage of Students who met or exceeded growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
69-60	Approaching Average	2
59 or less	Least Effective	1

and converted to a score in one (1) of three (3) levels of student growth:

- A. Above (rating of 5)
- B. Expected (ratings of 2-4)
- C. Below (rating of 1)

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than the second Friday in October.

- A. The OTES Committee shall review all submitted SLOs by October 30th.
- B. Any SLO that is rejected by the OTES Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by November 10th, with a five (5) day period for resubmitting of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

By April 15th, teachers should complete the final submission form and meet with the evaluator to discuss attainment of his/her SLO.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the Evaluation Committee review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e., no sooner than the 2018-2019 school year.

The District may use shared attribution SGM scores as determined in consultation with the MEC.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

Final Evaluation Procedures

After completing formal observations, and informal observations, and any pre or post conferences with the teacher, the evaluator will use the evidence to rate the teacher's performance. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Student Growth		Performance		Final Summative Rating	
Most Effective (5)	600	Accomplished (4)	600	Accomplished	500-600
Above Average (4)	400	Skilled (3)	400	Skilled	300-499
Average (3)	300				
Approaching Average (2)	200	Developing (2)	200	Developing	100-299
Least Effective (1)	0	Ineffective (1)	0	Ineffective	0-99

A teacher's summative evaluation rating will be determined through compilation of all essential records reported to eTPES.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the

eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings. *Only the minimum requirements necessary to arrive at a Final Summative rating will be reported electronically to eTPES. (Option3)*

Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Professional Growth and Improvement Plans

Each teacher must develop annually a professional growth plan as required by OTES. Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" a professional improvement plan may be required:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the corresponding ODE form.
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the corresponding ODE form.
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the corresponding ODE form.

Core Subject Teachers – Testing for Content Knowledge

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

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

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

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

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement between the Board and the MEA.

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

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

R.C. 3319.26, 3319.58, 3333.0411

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

STANDARD – BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the “Standards for School Counselors” as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein.

This policy has been developed in consultation with school counselors.

The Board authorizes the Superintendent to establish and maintain an ongoing Maplewood Evaluation Committee, with continuing participation by District counselors for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

“OSCES” – Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

“School Counselor” – For purposes of this policy, “school counselor” means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy.

“Credentialed Evaluator” – For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who had completed the OSCES training as required by the Ohio Department of Education.

Maplewood District Administrators shall serve as these credentialed evaluators.

“Evaluation Cycle” – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

“Evaluation Factors” – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to product positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

“Evaluation Framework” – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

“Evaluation Instruments” – refers to the forms used by the school counselor’s evaluator as developed locally.

“Evaluation Procedure” - the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

“Evaluation Rating” – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of the policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

“High Performing School Counselor” – is a school counselor who earns a summative rating of “Accomplished” or “Skilled” on his/her most recent evaluations.

“School Counselor Performance” – is the assessment of a school counselor’s performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor’s practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor’s assessment on selected student metrics.

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during the formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

- A. Comprehensive School Counseling Program Plan;
- B. Direct Services for Academic, Career and Social/Emotional Development;
- C. Indirect Services: Partnerships and Referrals;
- D. Evaluation and Data;
- E. Leadership and Advocacy; and
- F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

- A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.
- B. A high performing school counselor will be evaluated less frequently as follows:
 - 1. A school counselor who received a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate

every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who received a rating of “Skilled” on his/her most recent evaluation may be evaluated every two (2) school years, as long as the counselor’s metrics for student outcomes for the most recent year for which data is available, is “skilled” or higher. If the determination is made to evaluate every two (2) school years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

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

Each school counselor evaluated under this policy shall annually complete a “Self-Assessment” utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counselling activities with student that required confidentiality.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objective for the classroom situation to be observed. The second observation may be unannounced.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with student that required confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within the (10) days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

- A. Informal observations shall not unreasonably disrupt and/or interrupt the work day;
- B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modification to the metrics that will be used in school counselor evaluation will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedure

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based on the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
- B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
- C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.
- D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by October 1st each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education’s Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. This plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School Counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e. retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

“Retention” – for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluation. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy.

“Promotion” – as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

“Poorly Performing School Counselors” – refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluation” – since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of “Ineffective,” “Developing,” “Skilled,” and “Accomplished.”

Removal of Poorly Performing School Counselors.

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the MEA.

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

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16
A.C. 3301-24-05
H.B. 64

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