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# AGREEMENT

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BETWEEN

THE McDONALD LOCAL  
SCHOOL DISTRICT BOARD  
OF EDUCATION

AND

THE McDONALD  
EDUCATION ASSOCIATION

September 1, 2019 – August 31, 2022

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## **ARTICLE I – RECOGNITION**

This contract is entered into between the McDonald Board of Education (“Board”) and the McDonald Education Association (“Association” or “M.E.A.”) an affiliate of the Ohio Education Association and the National Education Association, as the representative of all certificated/licensed personnel employed as regular full-time employees (183 days salaried) by the Board or certified employees (183 days salaried) by the Board or certified employees hired on a limited teacher contract who are employed for at least seventeen and one-half (17-1/2) hours per week, excluding the superintendent, principals, treasurer, and other supervisors and administrators who are engaged at least fifty percent of the time in administrative work and/or supervision of members of the bargaining unit. Tutors, home instructors, and other hourly employees are not members of the Association. The Board recognizes the M.E.A. as the exclusive bargaining representative of such employees for the duration of this contract. The term employee is used in this contract to refer to the personnel in the bargaining unit defined in this section.

## **ARTICLE II – MANAGEMENT RIGHTS**

The McDonald Board of Education retains and reserves unto itself, except as limited by the specific and express terms of the Master Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities.
- B. To hire all employees, and subject to the provisions of the law and this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- C. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.
- F. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by

the specific and express terms of this Master Agreement and Ohio Statutes, and then only to the laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

### ARTICLE III – 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. In recognition of the Association's services to the bargaining unit, all members of the bargaining unit may choose to be members of the Association or not to be members of the Association.
- C. Bargaining unit members who are members of the Association may pay membership dues at the election of the Association directly to the Association or by payroll deduction made pursuant to a properly executed payroll deduction authorization form delivered to the District Treasurer. Any such payroll deduction may be rescinded upon receipt of signed written notice from the MEA to the District Treasurer. Upon receipt of the signed written notice, the payroll deduction will stop as soon as administratively feasible.
- D. 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, enforcement or termination of any dues deduction.
- E. The MEA will submit in writing to the Board a request to reimburse the MEA officers in the following amounts:

President	Gross pay of \$1,000.00
Vice President	Gross pay of \$250.00
Secretary	Gross pay of \$250.00
Treasurer	Gross pay of \$250.00

If the MEA has Co-Presidents and no Vice President the Co-Presidents are each paid a gross pay of \$625.00. If the MEA has Co-Presidents and a Vice President, the Co-Presidents are each paid a gross pay of \$500.00.

The MEA reimbursement request will be submitted to the Board no earlier than the last day of school and no later than July 1 of each year.

The MEA will reimburse the Board the full compensation amount at the time the request is submitted.

The Board shall perform all administration within applicable laws and regulations related to the MEA compensation of officers.

The Board shall have one month from the date of receiving the request and full compensation to issue each officer a separate check. (separate from the payroll check)

#### **ARTICLE IV – RIGHTS OF THE PARTIES**

- A. The M.E.A.'s rights as representative of the teachers are those rights specifically set forth in this contract or provided for under O.R.C. 4117.
- B. The Board and Administration agree that there will be no reprisals of any kind 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.
- C. The Association will be provided with copies of minutes of official meetings of the Board of Education. Copy of the official agenda, or any other public record, will be made available to the Association president when released to the Board of Education.
- D. The Association will have the right to use school buildings, with prior notification and approval from the Central Office, providing the McDonald Board of Education does not incur any additional expense for such meetings.
- E. The Association may provide and maintain one bulletin board of the appropriate size to be placed in the faculty lounges of each school building for the purpose of displaying notices, circulars, and other Association materials.
- F. The Association shall have the right to use the inter-school and electronic mail system to distribute materials to their building representatives.
- G. The rights and/or privileges granted to the Association by this article will not be granted to any other teachers' group or organization which purports to represent any teacher or group of teachers covered by this agreement.

#### **ARTICLE V – NEGOTIATION PROCEDURES**

- A. If the Board wants to initiate negotiations, it shall do so by making a written request to the M.E.A. president. If the M.E.A. desires to initiate negotiations, it shall do so by making a written request to the Superintendent. The parties shall then establish a mutually convenient time and place for a meeting to take place within three weeks of the date on which the negotiations request is made. This time limit may be extended by mutual agreement.



Subsequent negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of subsequent meeting. All meetings shall be closed to the press and public, and all meetings shall be scheduled at reasonable intervals, places, and times so as to avoid, as nearly as practicable, conflict and interference with school and employment schedules.

- B. At the first two negotiating meetings, the parties shall prepare an agenda of items to be negotiated. Either party may decline to include an item prepared by the other party on the agenda. Such item shall be set aside during the course of negotiations, provided that:

- (1) It may be raised during impasse proceedings (Paragraph G);
- (2) It may be placed on the agenda later by mutual agreement.

- C. Negotiating Teams: The Board and the M.E.A. each may have up to four representatives. Each party is free to select its own representatives and an additional consultant or observer, provided that neither team shall have more than one representative who is not an employee of the McDonald Local School District.

- D. Consultants: Each party may call upon their consultant to consider and make suggestions on matters under discussion.

- E. Exchange of Information: The parties agree to furnish, upon written request and within a reasonable time, available information in such form as it may exist concerning the financial status of the school district and concerning other matters which are being negotiated.

- F. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party, but such initialing shall not be construed as final agreement.
2. Final agreement reached through negotiations shall be reduced to writing and submitted to the certified personnel by the M.E.A. for approval, and all of the M.E.A. negotiators shall recommend and urge approval.

Upon approval by the bargaining unit represented by the M.E.A., the agreement shall be submitted to the Board for approval, and all of the Boards' negotiators shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form.

G. Impasse Procedures

1. Either party may declare impasse when the parties have failed to reach an agreement after full consideration of proposals and counterproposals.
2. Either party shall have the right to request the assistance of a federal mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.
3. Any costs incurred in securing and utilizing the services of a federal mediator shall be shared equally by the Board of Education and the M.E.A. Each party shall be responsible for any additional costs such party incurs.
4. The mediator shall have no authority to bind either party to any agreements.
5. If impasse is declared, it shall be with the understanding that impasse is declared on all issues where tentative agreement has not been reached.
6. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties and the parties agree to send representatives.
7. Any agreements reached through the mediation process shall be acted upon in accordance with the procedures of Section F above.
8. These impasse procedures constitute the parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.
9. The parties may amend these procedures only by written agreement.

**ARTICLE VI – GRIEVANCE PROCEDURE**

A. Purpose: This grievance procedure is designed to insure fair and orderly discussion of grievances without fear of reprisal, to promote open communication between the administration and staff, and to secure resolution of disputes at the lowest possible level.

B. Rights of the Grievant and the Association

1. A grievance may be filed only by an employee who personally has been directly affected by the alleged violation, misapplication or misinterpretation of this Contract, or the Association on behalf of employees who have been affected by the alleged violation, misapplication or misinterpretation of this Contract.
2. If a teacher files a grievance, such fact cannot be used against that teacher in any recommendation or re-employment or for other employment; nor shall the teacher or the Association be placed in jeopardy or be the subject for reprisal or

discrimination for having followed this grievance procedure. Also, grievance records are to be kept separate from permanent file records.

3. At any step of the procedure in which a decision seems satisfactory to the Association, the Association may withdraw its support of the grievant.
4. The grievant is entitled to representation by the Association at any and all steps of the grievance procedure.
5. If the Association or individual teacher fails to meet the time limits, the grievance is thereby waived.
6. The Association is invited to participate in all meetings to resolve any grievance at which the grievant is present.

C. General Provisions

1. A "grievance" is an alleged violation, misapplication or misinterpretation of a specific term of this Contract.
2. A grievant is an employee, group of employees in the bargaining unit, or the Association alleging a violation, misinterpretation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of similar circumstances affecting each member of said group.
3. A day shall be defined as a school calendar day for which teachers are compensated.
4. An employee must file a written grievance (formal – Step I) within ten (10) days of the date on which he/she was affected by the alleged violation, misinterpretation or misapplication of this Contract. A grievance concerning an alleged violation, misapplication or misinterpretation which first affects the employee during a vacation, must be filed within ten (10) days of the resumption of classes.
5. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by the parties is made.
6. At each formal level, either party may have representation of his/her choice.

D. Informal Procedure: Any alleged grievance shall be discussed with the grievant's immediate supervisor before it is filed in writing in order to seek a mutually agreeable, equitable solution to the alleged grievance. The grievant will indicate that the discussion will pertain to a possible grievance.

E. Formal Procedure: Step I: If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within ten (10) days after the grievant knew or should have known of the act or condition upon which the grievance is based by

submitting a formal grievance form with a written explanation of the grievance, citing the specific relief sought to the immediate supervisor and the superintendent.

Within ten (10) days after receipt of the form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance and return a copy to the grievant, the Association president, and the superintendent, within ten (10) days after such meeting.

- F. Step II: If the grievant is not satisfied with the written disposition at Step I, the grievant may appeal the grievance and request a meeting with the superintendent within ten (10) days after receipt of the Step I written disposition by submitting a grievance report form which shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within ten (10) days of superintendent's receipt of the appeal from Step I. The superintendent shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, the Association president, immediate supervisor and president of the Board of Education.

- G. Step III: If the grievant is not satisfied with the superintendent's decision he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the superintendent not later than ten (10) days after the receipt of the superintendent's decision. Included in the grievant's appeal will be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board of Education will meet with the grievant in executive session unless required otherwise by law, at the next scheduled Board meeting or as soon as possible. After considering the grievance, the Board of Education will issue a decision within ten (10) days to the grievant, the Association president, the superintendent and the immediate supervisor involved.

H. Step IV – Binding Arbitration

1. If the Association is not satisfied with the disposition at Step III, it may appeal by submitting a demand for binding arbitration within ten (10) days after receipt of the written disposition at Step III. The demand for binding arbitration shall be submitted to the Superintendent by hand delivery with date of receipt noted or by mail with return receipt requested. The demand shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been violated, misinterpreted or misapplied and the remedy sought. If the parties are unable to mutually agree upon an arbitrator, then within ten (10) days after submission of the demand, the parties shall request a list of arbitrators from the American Arbitration Association (AAA). The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.
2. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and shall identify the winning party. A copy of the decision shall be sent to both the



Board and the Association. The decision of the arbitrator shall be binding on both the Board and the Association with regard to matters involving the Collective Bargaining Contract.

3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this agreement, nor shall he make any decision contrary to law. He shall not imply obligations and conditions binding upon the parties from this agreement except as set forth herein.
4. The fees of the arbitrator shall be borne by the losing party.

- I. Grievance Form: Grievance Form is set forth in Appendix K.

#### **ARTICLE VII – VACANCIES/TRANSFERS/POSTING PROCEDURES**

- A. Notice of each vacancy in teaching and extracurricular positions will be posted in each school at least ten (10) days prior to filling the vacancy so that members can apply for the position. Summer bargaining unit vacancies that become effective after June 10 shall be posted for five (5) days before action is taken to fill the position and members also shall be notified by email during the summer. In addition, each member of the Association shall be notified by electronic mail. The specific locations for posting vacancies will be in the Central Office and the Teachers Lounges and Building Offices of each school.
  1. For this and all other parts of this contract, a vacancy shall be defined as a newly created position to be held by a bargaining unit member or a position currently held by a bargaining unit member that becomes vacant due to the death, resignation, retirement, non-renewal, termination, leave of absence or promotion of the bargaining unit member, that the Superintendent intends to fill.
  2. Each bargaining unit member applying for a vacancy who satisfies the posting requirements shall be interviewed for the vacancy. If the bargaining unit member is not chosen to fill the vacancy, he/she shall receive an explanation of the Superintendent's decision upon request.
- B. Transfer and assignment of members shall be vested solely in the administration except as provided for in this contract; however, such transfer or assignment shall not violate state department certification/licensure standards. When it becomes necessary to transfer a member due to reduction in the number of students or classes, the administration will first meet with the member(s) affected and request a volunteer and if no one volunteers within five (5) days, the administration will then select the person.
- C. The Board shall comply with statutory requirements for issuing annual salary notices. In addition to such notices required by statute, the principal of each building shall notify each member before the tenth (10<sup>th</sup>) of August stating the member's assignment(s) provided such notice shall not restrict the right to make a different assignment if unexpected vacancies arise.



**ARTICLE VIII – WORKING CONDITIONS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT**

- A. Teacher participation in any local school-related organization shall be voluntary. However, both the Board and the Association believe that such participation is desirable. All teachers may be required to attend the MHS Graduation ceremony and the Roosevelt Open House.
- B. The Board will continue to make reasonable efforts to provide safe working conditions. No member other than the school nurse will be required to dispense medication to students unless they volunteer and are provided all necessary training.
- C. The Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:
  - 1. Name of Employee
  - 2. Name of school district and Board of Education employing said employee
  - 3. Type of contract (limited or continuing)
  - 4. Employee agreement that he/she shall abide by the school rules, regulations, policies and the negotiated contract
  - 5. Provision for signature and date of signature of the employee.
- D. The Superintendent shall consult with the M.E.A. before completing the school calendar which is to be adopted by the Board of Education.
- E. The length of the school year for bargaining unit members shall not exceed one hundred eighty-three (183) days. Two (2) waiver days may be granted as part of the one hundred eighty-three (183) days. The Board will provide for an early dismissal of students on the last day of the second grading period.
- F. The school day for all full-time members of the Bargaining Unit shall not be longer than seven (7) hours of consecutive time and shall include a thirty (30) minute, duty-free, uninterrupted lunch period. The administration may extend the day beyond the seven (7) hour day ten (10) times per year. Such extension of the work day shall not exceed one (1) hour.
  - 1. Each full-time bargaining unit member shall be guaranteed at least 200 minutes of conference and planning time every week. Music, physical education, computer lab, library and/or other special areas except art shall not be taught by the elementary classroom teacher. The conference and planning time for the elementary must start after the first ten (10) minutes and end prior to the last ten (10) minutes of the student day which is determined by the administration. A teacher assigned to conference and planning time shall have no student supervisory assignments during that conference and planning time.

- G. Formal reprimand or discipline of a teacher shall take place in the following manner:
1. When the administration believes a teacher is in violation of (1) Board policy or (2) Professional Code of Conduct, the administrator shall hold a conference with the teacher which constitutes a verbal warning. All such warnings shall be documented and signed by the parties. The warning shall contain the time and date of the above referenced conference and shall be titled "verbal warning".
  2. If there is a repeat violation, the administrator shall place a written reprimand in the teacher's personnel file. The teacher shall be notified of the placement of any reprimand/disciplinary notices in his/her personnel file.
  3. Teachers shall have the right to have an Association representative attend the conference in #1 above, and the right to place a written response to the reprimand in his/her file.
- H. If a teacher is required by the administration to substitute in another class during his/her planning period, or if more than five (5) additional students are assigned to the existing class as a means of covering another teacher's class or assignment, then the teacher shall be paid according to the supplemental index as delineated in Appendix B per period for performing such substitute work. This provision shall not apply to teachers who are required to cover homeroom periods.
- I. The administration shall attempt to equalize teachers' duties, both teaching and non-teaching. Duties shall be assigned in a fair and equitable manner. It is expressly understood that the administration must address any and all problems, and that the M.E.A. has recourse through both the executive committee and the grievance procedure.
- J. Any bargaining unit member who is under contract assigned outside of the regular 183-day school year shall be paid his/her per diem rate for each day of work and not given compensatory released time during the school year. The bargaining unit member's per diem rate shall be calculated in the same manner as in Article XII (B) of this contract.
- K. Substitute teachers shall become members of the bargaining unit upon completion of sixty (60) consecutive school days in the same teaching assignment or one hundred twenty (120) school days in any combination of assignments during a single school year. Such substitute teachers, subject to continued satisfactory performance shall remain in the bargaining unit until return to duty of the teacher whose position the substitute has been assigned to fill or the end of the current school year, whichever shall come first. Inclusion in the bargaining unit shall not require the assignment of a substitute to duty or payment for any day for which there is no need for the substitute teacher's services. Substitute teachers shall have no right to employment or re-employment in any subsequent year unless offered a contract of employment by the Board of Education.
- L. Children of active, retired and deceased bargaining unit employees of the school district, who are not residents, will be offered priority admission status under open enrollment provided:

1. Room is available in the classes offered at the appropriate grade level.
  2. Parents provide their own transportation without seeking compensation from the McDonald Schools.
  3. Services needed by the student must be available utilizing the existing personnel and educational program offerings of the district.
- M. A joint District Leadership Team comprised of the Superintendent and building administrators, three (3) members from McDonald HS and three (3) members from Roosevelt Elementary, appointed by the President shall meet four (4) times each school year to discuss issues involving the common good of the district such as curriculum, professional development, evaluation updates, school safety, and other similar topics.
- N. Continuing Contract: Teachers eligible to apply for continuing contract who meet specific criteria stated in ORC 3319.08 and 3319.11 need to complete an application found in Appendix L and submit all necessary paperwork by April 1st.

## **ARTICLE IX – REDUCTION IN FORCE**

If the Board determines it necessary to reduce the number of bargaining unit positions the following procedures, in accordance with ORC 3319.17 shall apply:

- A. As of this contract; reasons for a Reduction in Force include:
1. Return to duty of regular teachers after leaves of absence including suspension of schools
  2. Territorial changes affecting the district or center
  3. Financial reasons
  4. Decreased enrollment of pupils in the district

These reasons may be revised under ORC from time to time.

- B. Attrition: The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed.
- C. Layoff: Within each teaching field affected, based on teaching certificates/licenses on file in the Superintendent's office by March 15 each year, reduction not achieved by attrition shall be accomplished first by suspending teachers who are on limited contracts in order of seniority from least to greatest, second by suspending teachers who are on continuing contracts based upon their most recent evaluation, with teachers who have received an effectiveness rating of 'Ineffective' being suspended first, and third by suspending teachers who are on continuing contracts and have comparable evaluations, based on teacher effectiveness rating for the past 3 school years in order of seniority from least to greatest. For purposes of this Section C, any teacher who has received an

effectiveness rating of 'Accomplished' or 'Skilled' on an evaluation shall be deemed to have comparable evaluations.

- D. Seniority for this and all other parts of the contract shall be defined as the number of years of continuous service to the district, exclusive of Board approved unpaid leaves. A seniority list shall be posted in each building September 30 and April 30 of each year. The Association President shall also receive a copy of the seniority list. Past periods of time on recall due to reduction-in-force or on authorized leave of absence shall not be considered a break in continuous service. Continuous service (seniority) ties shall be broken by:

1. The earlier date of the Board meeting that the teacher was hired;
2. If a tie remains, the affected employees will participate in a drawing in order to break the tie. Numbered chips will be drawn alphabetically by last name at the time of hire within three days of the board meeting. A union representative, employee or designee, board representative and an administrative representative will be present for the drawing. Any prior year ties will be drawn by October of each year.
3. Part time seniority prior to September 1, 2007 will be granted at the same rate as full time staff. After September 1, 2007, all part time seniority will be prorated based upon percentage of employment calculated by the number of periods worked in a day divided by the total number of periods in a workday.

- E. Recall shall be done in inverse order of reduction. Recall shall be to a vacancy for which the individual is properly certified. No new employees may be hired until properly licensed laid off employees have been offered the position and have rejected the offer, or are removed from recall list as outlined below.

Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

1. Members who are suspended due to reduction-in-force who are on continuing contracts, shall be retained on the recall list for five (5) years. Members who are on limited contracts shall remain on the recall list for twenty-four (24) months (the beginning of the third year) from the date of the reduction-in-force.
2. An employee may be removed from the recall list if he/she: a) waives his/her recall rights in writing; b) resigns; c) fails to accept recall to a position for which he/she is certified within fourteen (14) days of notification; or d) fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
3. The employee who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.



4. All recall notices to the employee and acceptance notices to the superintendent shall be mailed by certified mail, with knowledge of receipt provided, or by hand delivery.

F. Rights While on Suspension

1. If recalled, the individual shall return with the same seniority level, and total sick leave accumulation as on the last day of employment.
2. The employee shall have the right to any of all insurance benefits for a period of eighteen (18) months, in full accordance with COBRA.

**ARTICLE X - NON-RENEWAL PROCEDURES**

The employees of the McDonald Local Schools shall follow all provisions of ORC 3319.11 in reference to continuing service, limited contract, and non-renewal procedures.

**ARTICLE XI - LEAVES**

- A. Sick Leave Accumulation: Each member of the bargaining unit who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay each year. This sick leave shall be awarded in the following manner:

1. Each bargaining unit member shall accrue 1.25 days sick leave per month totaling 15 (fifteen) days per year.
2. Certified/licensed employees who are less than full time may accrue sick leave days on a pro-rata basis based on the number of hours worked.
3. Bargaining unit members may be advanced a maximum of five (5) days per year which will reduce future sick leave accrual. If a member leaves the district prior to repaying advanced sick leave days, his/her final pay will be reduced by his/her per diem rate for the remaining unpaid days.
4. Unused sick leave shall be cumulative (at the previous stated rate of 15 days per year) up to three hundred twenty (320) days. After the three hundred twenty (320) day limit is reached, no sick leave will accumulate. Any bargaining unit member with a balance greater than three hundred twenty (320) days as of September 1, 2010 will maintain that balance without further accumulation minus any usage.
5. The Treasurer's Office will notify all employees monthly of their accumulated sick leave status. Notifications shall be made on employee's direct deposit notice email.



B. Sick Leave

1. A teacher may be absent from regular duties because of personal illness for the following reasons: personal illness, pregnancy, injury, and exposure to contagious disease. A teacher may be required to submit a doctor's excuse after using five (5) consecutive days of sick leave.
2. Absence because of illness or injury in the immediate family shall be granted and charged against accumulated sick leave. The immediate family is interpreted to include:
  - a. Permanent residents living in the quarters used by the school employee
  - b. Parents and in-law parents
  - c. Spouse
  - d. Children of employee or spouse
  - e. Sisters, brothers, grandchildren, and grandparents of the employee
3. The administration shall approve use of sick leave in units as small as one-half (1/2) day.
4. The Board of Education, upon written request of a teacher, shall grant a leave of absence without pay, for a period of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

C. Bereavement Leave

1. For bereavement reasons, the member shall be entitled to three (3) days per occurrence in the immediate family. The immediate family for bereavement leave shall mean the following:

Permanent residents living in the quarters used by the school member, parents and in-law parents, spouse, children of employee or spouse, sisters and brothers, sisters-in-law and brothers-in-law, nieces, nephews, grandchildren, grandparents of employee or spouse, and/or aunts and uncles of employee or spouse. Members may use one (1) sick day to attend the funeral of someone not listed in this paragraph.

2. Members may use sick leave for additional bereavement leave.
3. Bargaining unit members shall be excused should they desire to attend the memorial service of a current McDonald student or a current bargaining unit member with no loss of pay.

D. Parental Leave/Adoption Leave

1. A bargaining unit member shall be granted parental/adoption leave without pay and benefits for the remainder of the school year in which a request is applied for and up to one (1) year thereafter. Written notice shall be given to the Superintendent at least forty (40) days prior to the date of expected parental leave.
2. In the event that both parents are M.E.A. members, they may choose to take their parental leaves consecutively.
3. Upon return to work, the employee shall have priority in reassignment to a vacancy for which he/she is qualified under his/her certificate/license, but shall not have prior claim to the exact position they had before the leave of absence became effective. The school system will have discharged its responsibilities under the policy after the individual has been declared eligible for re-employment.
4. All benefits shall be reinstated upon return to work; however, he/she shall not advance in increments unless he/she taught at least one hundred twenty (120) days of the school year in which the leave commenced.

E. Family Medical Leave Act (FMLA): The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993. If an employee takes a leave granted under this Article for a reason covered by the FMLA, the leave shall be administered under the provisions of the FMLA.

F. Personal Leave: All members shall annually be granted three (3) days of unrestricted personal leave with pay. Personal leave will not be used the day before or the day after a holiday, holiday weekend, or summer or winter break, unless approved by the administration. Unrestricted means no reason is necessary. Members will file a personal leave form for the Treasurer's use no less than three (3) working days prior to the personal leave. Personal leave requests submitted with less than three (3) working days notice require a stated reason. Unused personal leave days shall be converted to sick leave days at the end of each school year, or one (1) personal day may be rolled over to the following school year, with a maximum accumulation of four (4) days in a given year. Use of personal leave days may be limited to six (6) teachers per day per building.

G. Professional Leave

1. A member shall be granted an unpaid leave of absence for one (1) year for education purposes approved by the Superintendent. Requests shall be submitted to the Superintendent prior to July 1.
2. No leave of absence for other work shall be granted to an educational employee except in such cases where the Board determines that such work will increase the effectiveness of the individual in the system in his/her school responsibilities.

H. Assault and Work-Related Disability Leave: The Board will grant assault leave of up to a maximum of thirty days to an employee who is absent due to a physical disability

resulting from a physical attack, or work-related injury accepted by Worker's Compensation. The granting of this leave is subject to the following limitations:

1. The physical attack or disability must occur on school property or at a school activity.
2. If the attack or injury occurs at other than the above places, it must be related directly to an action or decision made by the member in the course of performing Board of Education or Administrator assigned duties.
3. The member or a member of the immediate family claiming this leave must make application on the Board of Education forms.
4. The personnel so injured must present proper written proof to the Superintendent that they are under the care of a physician for such injury.
5. Assault and work-related disability leave granted under rules adopted by the Board shall not be charged against sick leave earned or earnable under this agreement.
6. The member agrees to reimburse the Board for days of leave from benefits related to the absences received from Worker's Compensation. Said benefits are only those paid to the member for the absences from work.
7. The Member must also report the assault to local law enforcement.

I. Return from Leave

1. Any leave granted by the Board does not ensure that the employee will be assigned the same position prior to the leave of absence, but reinstatement will be made in areas of proper certification/licensure.
2. A teacher on leave of absence who wishes to return to duty the following school year shall notify the Superintendent not later than March 15 of the year returning to duty.

J. Sick Leave Bank

1. Establishment

- a. A mandatory Sick Leave Bank will be established. Each bargaining unit member will contribute one (1) day of his/her accumulated sick leave to the Sick Leave Bank during the first pay period of September. The Treasurer's Office of the McDonald Board of Education will note on the paycheck stubs when a sick leave day is contributed to the Bank. The donated day is not returnable.

- b. When the Bank exceeds two hundred fifty (250) days, only new employees must contribute five (5) days to the Sick Leave Bank over five years.
- c. During the year, additional days may be donated by bargaining unit members upon the agreement of the Sick Leave Bank Committee.
- d. If the Bank falls below two hundred twenty-five (225) days, members will automatically begin donating one day per year beginning the following school year.
- e. At no time shall the sick leave bank exceed three-hundred and sixty-six (366) days.

## 2. Operational Procedures

- a. Use of days from the Sick Leave Bank will be limited to personal illness of the bargaining unit member, spouse, or children. A doctor's statement is required with the application in order to be considered.
- b. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days. Members may not use days in the Sick Leave Bank to extend parental leave.
- c. All applications for withdrawal from the Bank shall be in writing, shall be verified with the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee.
- d. Any withdrawal shall be in full day units in increments of no less than five (5) nor more than thirty (30) days. Separate requests are to be made for each increment thereafter. The maximum number of days any member can use for one (1) illness, injury or complications thereof shall be one hundred eighty-three (183).
- e. Members shall not be required to repay days borrowed from the Sick Leave Bank.

## 3. Sick Leave Bank Committee

- a. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Board will keep the records. This committee shall be empowered and required to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein.

- b. The Sick Leave Bank Committee (hereafter referred to as the SBC) shall be composed of the following five (5) persons:

Treasurer of the Board

Two (2) bargaining unit members from the elementary school

Two (2) bargaining unit members from the high school

The bargaining unit members are to be appointed by the Association President on a yearly basis.

- c. One of the four bargaining unit members will be selected to act as chairperson of the SBC.
- d. Should a vacancy occur on the SBC, the President of MEA shall appoint a replacement for the vacant position.
- e. The SBC will be responsible for developing forms needed to operate the Sick Leave Bank.

K. Employee Rights

- 1. Employees who are absent on sick leave pursuant to this Article XI shall have the same rights while on leave and upon return from leave as other employees who are on sick leave for reasons other than those covered by this article. Likewise, employees who are absent on unpaid leave pursuant to Article XI shall have the same rights while on leave and upon return from leave as other employees who are absent on unpaid leave pursuant to Section 3319.13 of the Ohio Revised Code.
- 2. Employees on unpaid leave may continue at their own expense any or all insurance coverage provided employees by this contract for up to twelve (12) months. The cost of the insurance coverage shall be at the same rate as that paid by the Board for the same coverage. Thereafter, employees are eligible for COBRA coverage.

**ARTICLE XII - SEVERANCE PAY**

Any employee of the Board who severs employment and qualifies for severance pay may use unused accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculations for the severance benefit shall be twenty-five (25) percent of the unused accumulated sick leave days not to exceed eighty (80) days.
- B. Severance pay shall be made on a per diem rate at the time of separation (contractual salary, including supplemental contracts,) divided by the total number of days in the school calendar (183 days).



- C. To qualify for severance pay the teacher must have been employed by the Board for ten (10) consecutive years.
- D. This severance pay shall be paid only once by the Board to an employee who has never collected severance pay from the McDonald Local Schools.
- E. Severance pay shall be paid to certified/licensed personnel who qualify within sixty (60) days of the request for the severance payment to the treasurer of the district.

### ARTICLE XIII - TUITION

- A. Standard Tuition Reimbursement: The Board shall pay seventy-five dollars (\$75.00) per quarter hour, and one hundred-fifty dollars (\$150.00) per semester hour, or the actual cost paid for the respective quarter hour or semester hour if it is less than the rates in this Article XIII(A), for credit hours taken from an accredited institution up to the stated maximum for tuition reimbursement. The McDonald Board of Education shall allocate ten thousand dollars (\$10,000.00) per school year for tuition reimbursement pursuant to this Article XIII(A). The funds shall be distributed on a first-come, first-served basis. Once the cap is met for any school year, members may re-submit requests previously not granted the following school year with priority given during the month of September. Notwithstanding the foregoing, (i) any reimbursement request submitted prior to September 1, 2019, that had not been paid by such date (an "Outstanding Reimbursement Request") will be promptly paid, and (ii) any payment of an Outstanding Reimbursement Request shall not be allocated against any reimbursement cap for any year in this contract.
- B. Alternative Tuition Reimbursement: The Board shall pay one hundred-fifty dollars (\$150.00) per quarter hour, and three hundred dollars (\$300.00) per semester hour, or the actual cost paid for the respective quarter hour or semester hour if it is less than the rates in this Article XIII(B), for tuition reimbursement for credit courses taken from accredited institution as may be approved by the superintendent in his or her sole and absolute discretion for coursework in an educational master's program leading to a master's degree in the member's assigned specific teaching field. There shall be no cap on the amount of the reimbursement of tuition for approved coursework pursuant to this Article XIII(B).

### ARTICLE XIV - PAYROLL

- A. Payroll Procedures and Deductions: There shall be twenty-four (24) pay periods during each twelve (12) month school year. Pay days will be on the tenth (10<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) of each month. If the pay date falls on the weekend or on a holiday, it will be paid the last workday prior to that date.

A program of direct deposit of payroll checks shall be mandatory for all bargaining unit members. A bargaining unit member may choose to have his/her paycheck deposited to any financial institution in the Automated Clearinghouse (ACH) System. All funds shall be timely deposited in order for funds to be accessible by the end of the business day on each pay date. The bargaining unit member shall supply the District Treasurer with the necessary bank account information at least ten (10) days prior to the date on which the direct deposit process is to take effect. The bargaining unit member will be responsible for keeping the District Treasurer informed of any changes in his/her direct deposit information. All notices of direct deposit shall be sent to each member via his/her individual district e-mail account. Members may provide a second e-mail address on which to receive this notice.

Supplemental contract payment will be made upon completion of duties. If the supplemental contract calls for a full year of service, payment will be made in January and June.

- B. Perfect Attendance Bonus: Any member who attains perfect attendance for the school year shall receive a lump sum payment of \$500.00 at the conclusion of that school year. Any member who misses one day shall receive a \$300.00 bonus at the conclusion of that school year and any member who misses two days shall receive a \$100.00 bonus at the conclusion of that school year. "Perfect attendance" shall be defined as actually rendering an entire day of service for each and every day of the school year on which members are required to report, including any additional days required by an extended time contract, and excluding court appearance for jury duty, professional development or professional responsibilities. Attendance bonus will be included in the second pay in June.
- C. Other Payroll Deductions: The McDonald Board of Education shall provide a payroll deduction plan for teachers for the following items: Tax-Sheltered Annuities, Life Insurance above the amount of such Board-paid Insurance, Hospitalization, Cancer Insurance, Credit Union, Professional Dues, Income Protection Plan, Ohio Tuition Trust, and Internal Revenue Code (IRC) Section 125 Plan. Authorized payroll deductions will begin fourteen (14) days following notification of the treasurer of the district.

The treasurer shall, when authorized on the basis of individually signed authorization cards, deduct the United Teaching Professional dues from the pay of every such authorizing member of the bargaining unit and pay such dues to the treasurer of the Association. The deductions shall be in 24 equal payments beginning in September and ending in August.

- D. Jury Duty: Any member who is required to be absent from duty to perform jury service or is subpoenaed by the court to give testimony in a case to which the employee is not a party during his/her scheduled work period will be paid the difference between his/her remuneration as a member of the jury (less transportation costs) or witness and his/her regular contractual salary.

## ARTICLE XV - INSURANCE

The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter 'Consortium') in the following manner:

- A. Plan Description: Eligible bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage (including prescription drug coverage) will choose from the PPO plans offered through the Consortium. Such bargaining unit members choosing PPO-1 or PPO-2 will contribute ten percent (10%) of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change due to the death of a spouse, divorce, marriage or similar type event, and upon reverting to PPO-1 or PPO-2 shall pay ten percent (10%) of the appropriate monthly premium cost by payroll deduction.

Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage (including prescription drug coverage) may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to the maximum allowed by law annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental, and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than \$175.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse

must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board.

Falsification of spousal coverage information shall be grounds for discipline, including discharge.

Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive opt-out payments if both receive coverage through the Consortium.

Eligible bargaining unit members who chose to forego their right to health, vision and dental coverage shall receive an opt-out benefit in the amount of Nine percent (9%) of PPO2 family annual premium during the month of June of the school year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the opt-out.

An eligible bargaining unit member that has declined the available coverage under this contract who suffers a "catastrophic change" (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPOs for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any opt-out payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or participate in assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in the health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County School Insurance Consortium. A summary plan description (SPD) is attached to this contract as Appendix F.

**B. Eligibility:**

1. The Board shall provide hospitalization, major medical, and dental insurance policies for each full-time bargaining unit members (183 day/7hr. per day salaried position), or others required by the Affordable Care Act, in accordance with the Trumbull County Schools Insurance Consortium. The hospitalization and major medical shall be provided through the Trumbull County Schools Insurance



Consortium Plan Design except for the following provisions: Those employees who work less than three and one half (3.5) hours per day shall not be eligible to participate in district provided hospitalization, major medical, vision and dental insurance policies. Employees working between three and one half (3.5) four (4) and seven (7) hours per day shall be eligible to participate on a pro-rated board share basis.

2. All employees must comply with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer to provide information reasonably requested by the Treasurer to establish the eligibility of dependents.
    - a. All new school district employees eligible for health/dental/vision will have their "window" open to them from their first work day for a period of 30 days with coverage effective the first day of the following month.
    - b. The treasurer will provide a form to each employee with the first paycheck in December of each year. Each employee who chooses to change his/her coverage must complete, sign, and return the form to the treasurer's office within ten (10) working days. This period will henceforth be known as the "window" during which employees may change their coverage each year.
    - c. If the board receives a premium holiday form the consortium, the employee contribution will not be withheld from their pay for the holiday period.
  3. Dental insurance will be 90% Board paid, 10% employee paid full-time employees. Vision will be 100% paid by the Board for full-time employees.
  4. Any member of the Association, who is on a Board approved leave of absence shall have the right to participate in any of the contract insurance benefits. If a member opts to participate in an insurance benefit program, he/she shall pay the insurance premium amount to the McDonald School District's treasurer on a monthly basis, prior to the fifteenth (15<sup>th</sup>) day of the preceding month to be insured. Employees on leaves of absence will not be eligible for rebates.
- C. Section 125 Plan: The Board shall contract with a Third Party Administrator (TPA) for Internal Revenue Code (IRC) Section 125 benefits for employees. There shall be no initiation or sign up fees for employees who choose to use this option. Employee contributions under Section 125 will be made by payroll deduction.
- D. Life Insurance: The Board shall provide each full-time bargaining unit member (183-day salaried position) a paid group life insurance policy in the amount of \$50,000 for the duration of this contract. Additional amounts of insurance may be purchased at the expense of each member in accordance with and subject to the insurance carrier's policy.



## ARTICLE XVI - TEACHER APPRAISAL

### Part 1.

- A. Teaching Employees Covered: Part 1 of this Article XVI applies to any person employed under a teacher's license or a professional teacher's certificate in accordance with law and who spends at least fifty percent (50%) of his or her time providing student instruction. Part 1 of this Article XVI does not apply to substitute teachers.
- B. Credentialed Evaluators: The evaluators shall be the relevant building Principal or the Superintendent; provided, however, that the District's Special Education Supervisor may evaluate special education personnel. Each teacher evaluation conducted under this Article XVI shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) who holds a credential established by the Ohio Department of Education (ODE) for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. For those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure, the teacher's immediate supervisor shall be the person responsible for assessing the teacher's performance. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. Not later than September 15 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.
- C. Student Growth Measures Committee:
1. The Association and the Board hereby establish a standing joint committee (the SGM Committee) for the sole purpose of developing, approving, maintaining, assessing, reviewing, and suggesting changes to the Student Growth Measures (SGMs) the District uses and providing professional development on SGMs for the employees of the District.
  2. The SGM Committee shall be comprised of two (2) Association members appointed by the MEA President with the approval of the MEA Executive Committee, an administrator appointed by the Superintendent, and the Superintendent or his/her designee. The terms of Association members shall be for a period of no less than the term of this contract, unless a member leaves the District, retires, requests that the Association removes him/her from the SGM Committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the Association. At the conclusion of the Association member's term, the Association will appoint a successor.
  3. The SGM Committee shall be chaired jointly by a member designated by the Association and a member designated by the Superintendent. Members will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared

attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become reasonably necessary for the SGM Committee. All decisions of the SGM Committee shall be achieved by consensus. In the event that a consensus cannot be reached, the prevailing determinations of the SGM Committee shall remain in effect until changed in accordance with the provisions of this Section C. The SGM Committee shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed by the unanimous consent of the members of the SGM Committee. The cost, if any, of the services of such consultants shall be borne by the District.

D. Evaluation Timeline and Requirement

1. All Teachers

- a. Subject to the provisions of Subsection 2 of this Section D, District administrators shall conduct an evaluation of each teacher subject to this Article XVI at least annually. Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) continuous minutes each. All teacher evaluations shall be completed by the first day of May, and each teacher subject to this Article XVI shall be provided with a written copy of the evaluation results by the tenth day of May. In addition, District administrators shall perform not less than one (1) walkthrough.
- b. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.
- c. The Board may elect not to conduct an evaluation of a teacher who meets the following criteria:
  - (1) The teacher was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board;
  - (2) The teacher has submitted notice of retirement, and that notice has been accepted by the Board no later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

2. Accomplished Teachers

- a. The Board elects to evaluate a teacher receiving an effectiveness rating of 'Accomplished' on the teacher's most recent evaluation conducted pursuant to this Article XVI once every three (3) years provided the

teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the ODE. Any biennial evaluation conducted under this provision must be conducted and completed by the first (1) day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth (10) day of May.

- b. The Board elects to evaluate a teacher receiving an effectiveness rating of 'Accomplished' on the teacher's most recent evaluation conducted pursuant to this Article XVI, via one formal observation, provided the teacher completes a project that has been approved by the Board to demonstrate the teacher's continued growth and practice at the Accomplished level. The teacher must submit a proposed project to the Superintendent no later than October 1 for the Superintendent to obtain the necessary Board approval.

### 3. Skilled Teachers

The Board may evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE.

### 4. Observations

- a. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the last day of the first semester. The second formal observation shall be completed by May 1. Teachers shall not receive a formal observation on a day before or after any of the following: a holiday or any break from scheduled school days (excluding weekends).
- b. All formal observations may be preceded by a pre-observation conference between the evaluator and the teacher. A post-observation conference may be held after each formal observation. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed at the post-observation conference. At the post-observation conference teachers shall be provided in writing one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards for purposes of remediation.
- c. All formal observations shall be announced, and the District administrator shall use reasonable efforts not to disrupt or interrupt the classroom learning environment. A walk-through is not considered a formal observation.

5. Criteria for Performance Assessment

A teacher's performance shall be assessed based on the tools specified in Section F. Teacher 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 any walkthroughs as specified in this contract. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence. In implementing performance assessments, no teacher performance information shall be collected by video or audio devices, unless mutually agreed by the teacher and the evaluating supervisor.

E. Assigning an Effectiveness Rating:

Each evaluation will result in an effectiveness rating of 'Accomplished,' 'Skilled,' 'Developing,' or 'Ineffective.' An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to Teacher Performance and fifty percent (50%) will be attributed to multiple measures of Student Growth.

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

The Board shall annually submit to the ODE, in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

F. Calculating Teacher Performance:

Teacher Performance is evaluated through formal observations and walkthroughs. Fifty percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators.

The Superintendent/designee has developed, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance. The tools are aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric. Those tools are as follows:

1. Formal evaluations.
2. Not less than one (1) walkthrough.



3. May include a preconference and/or post conference in connection with any formal evaluation.
4. May include a Professional Improvement Plan using the forms attached as Appendix C and/or a Professional Growth Plan using the form attached as Appendix D, in each case as necessary.

G. Calculating Student Growth Measures:

For purposes of the Ohio Teacher Evaluation System (OTES), 'Student Growth' means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-Level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures.

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 October 30.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 1. The SGM committee shall review and approve all submitted SLOs by October 31. Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies by November 1, with a timeline for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined by the approved SGMs. Teachers shall submit all SGM results to his/her evaluator by April 1.

The percentages the District will attribute to Teacher-Level Value-Added, ODE-Approved Assessments, and Locally-Determined Measures are as follows:

1. For teachers teaching courses for which Teacher-Level Value-Added Data is available, (a) the percentage attributable to Teacher-Level Value-Added Data will equal  $1 \times \frac{\text{the number of courses for which Teacher-Level Value-Added Data is available taught by the teacher}}{\text{the number of courses taught by the teacher}}$  and (b) the percentage attributable to other than Teacher-Level Value-Added Data will be determined as provided in paragraph 2.
2. For teachers teaching courses for which Teacher-Level Value-Added Data is not available for any courses taught, Student Growth Measure will be 50/50 (SGM/Observation) unless or until ORC language dictates a change. Updated language will come through the DLT.

In the calculation for student academic growth, any student who is absent 1) fifteen (15) or more times from any nine (9) week course, 2) thirty (30) or more times from any semester course or 3) forty-five (45) or more times from any year course will not be included.

Data from these multiple measures will be scored on five levels in accordance with guidance from the ODE and this agreement and converted to a score in one of five levels of student growth: (5): Most Effective (4) Above Average (3) Average (2) Approaching Average (1) Below Average.

For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three (3) consecutive years of SGM data. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year in conjunction with the teacher performance rating from the current year. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum two 2 weeks, depending on the academic calendar in use.

#### H. Professional Growth and Improvement Plans:

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

Teachers with a final summative rating of accomplished will develop a professional growth plan\* and may choose their credentialed evaluator for the evaluation cycle.

Teachers with a final summative rating of skilled will develop a professional growth plan\* collaboratively with their credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with a final summative rating of developing will develop a professional growth plan\* with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the professional growth plan\*.

Teachers with a final summative rating of ineffective will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

\*The Board has discretion to place a teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation system subject to collective bargaining.

Professional growth and SGM-driven improvement plans for a school year shall be developed not later than September 30<sup>th</sup>. Professional growth and SGM-driven improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.

An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth. The SGM-driven improvement plan shall include specific performance expectations, resources, and assistance to be provided, timelines for the completion of the

plan and monetary, time, material, and human resources reasonably necessary to realize the expectations set forth in the plan.

I. Finalization of Evaluation:

1. Written Report: Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
2. Completion of Evaluation Cycle:
  - a. The summative evaluation of a teacher shall be based upon SGMs resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the formal observations and walkthroughs that are conducted for the current school year.
  - b. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
  - c. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
  - d. The evaluation report shall be completed by May 10, signed by both parties, and filed with the Superintendent.
  - e. The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating ('Accomplished,' 'Skilled,' 'Developing' or 'Ineffective') aggregated by teacher preparation programs) and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.
  - g. The District will give the teacher one (1) copy of the evaluation report, which will be the Final Summative Rating of Teacher Effectiveness. The Final Summative Rating of Teacher Effectiveness will be in the form attached as Appendix E.
  - h. The District shall submit the final summative rating of teacher effectiveness to the ODE by May 30<sup>th</sup>.

3. 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. A copy, signed by both parties, shall be provided to the teacher.

J. Retention and Promotion Decisions:

The Board will use the procedures set forth in Article X in making retention and promotion decisions.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. For purposes of this Section J, any teacher who has received an effectiveness rating of 'Accomplished' or 'Skilled' on an evaluation shall be deemed to have 'comparable evaluations.'

K. Removal of Poorly-Performing Teachers:

Teachers of core subjects earning a rating of Ineffective for two (2) of the three (3) most recent school years who pass all written examinations of content knowledge selected by ODE shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete the professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

Teachers of core subjects earning a rating of Ineffective for two (2) of the three (3) most recent school years who fail any of the written examinations of content knowledge selected by ODE may be removed as determined by the Superintendent.

Teachers of subjects other than core subjects earning a rating in Ineffective for two (2) of the three (3) most recent school years shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete the professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

The Board will use the procedures set forth in Article X for purposes of removing poorly-performing teachers.

L. Professional Development:

1. The Board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually. Such training shall address the evaluation standards and rubrics, tools, processes, and methodology, including the use of student growth data.



2. Teachers shall be provided with access to trainers for purposes of SGM training. All trainers shall successfully complete the state-approved training requirements for SGM trainers. Updates to SGM trainings and group professional development shall occur on not less than an annual basis. Teachers shall receive reasonable ongoing support and training to enable them to develop, use and score SGMs.
3. The Board's plan for the allocation of financial resources to support professional development has been developed in consultation with District administrators and teachers and shall be as provided in Article XIII.

## Part 2.

The provisions of this Part 2 will apply to all non-OTES members of the bargaining unit.

- A. The responsibility for the content and completion of the Official Performance Report rests primarily with the building principal and shall be based on first-hand observations of the teacher's performance. The principal may request counsel with appropriate administrative personnel on these procedures.
- B. Limited contract teachers shall be evaluated consistent with ORC 3319.111.
- C. All tenured bargaining unit members shall receive at least one (1) evaluation each third year following at least one thirty (30) minute in-classroom observation of the teacher's performance by the building principal or by an administrator holding certification/licensure. The in-class observations shall be conducted between September 15 and May 1 and final summative rating given to the teacher no later than May 10.
- D. The principal or administrator who conducted the observation shall meet with the teacher to discuss the evaluation. Should deficiencies be identified in the written evaluation, the evaluator shall make specific written recommendations for correcting deficiencies. Copies of the evaluations shall be given to the teacher prior to the meeting between the principal and the teacher. Evaluations and recommendations shall be given to the Board no later than April 10, of each year.
- E. The primary goal of evaluation is the individual growth and development of each professional staff member. It cannot only provide a critique of teacher's performance but also actions to improve it. The appraiser-teacher relationship should be one of mutual trust, confidence, and non-threatening in nature. Every educator has the right to the assurance that all evaluation of his/her performance shall be conducted openly with his/her full knowledge and awareness.
- F. The evaluation procedures set forth above are the sole evaluation procedures utilized by this district in the evaluation of bargaining unit members, said evaluation procedures shall specifically supersede the evaluation procedures set forth in Revised Code Section 3319.11.

## **ARTICLE XVII - COMMUNITY AND PROFESSIONAL ACTIVITIES**

### **Staff Participation:**

All employees of the Board of Education are encouraged to participate in professional activities of educational organizations which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curricular studies, and educational leadership in experimental programs.

The Board encourages employees to actively participate in meetings of local, state, and national professional organizations. The payment of employees' expenses incurred in attendance and the salaries of substitutes may be carried by the Board as an in-service training item. Up to six (6) days without loss of pay shall be granted to the Association to be used by the officers of the local, state, and national educational organizations while on official duty. Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation. Request for permission to attend professional meetings must be approved by the Superintendent. The employee may be asked to file with the Treasurer of the Board a report on the activities of the conference with recommendations, if any, for use by employees and by the Board.

## **ARTICLE XVIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

It is mutually agreed between the McDonald Education Association (Association) and the McDonald Board of Education (Board) that the following shall constitute the provisions for the Local Professional Development Committee (LPDC):

- A. There shall be one LPDC for the McDonald Local School District. Membership on the committee will follow guidelines set forth in the Ohio Revised codes or by mutual agreement between the M.E.A./and the McDonald Local Board of Education.
- B. Appeal Process shall consist of two steps:
  - Step one – Reconsideration by the LPDC
  - Step two – A final decision will be made by local Appeals Board.

This Appeals Board shall be made up of one (1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. The decision of this Board shall be final.

- C. Each member of the LPDC shall receive compensation at an hourly rate equal to \$20 per hour for each meeting attended where official LPDC action is taken. Each member will be paid a minimum of one hour per meeting and in increments of ¼ hour thereafter. Each member will also be paid one hour of additional prep-time for each meeting attended where official action is taken.

D. Terms of Office:

1. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two-year term running from September to September.
2. There shall be a secretary/recorder elected by majority vote of the LPDC. The Secretary/recorder shall be elected for one-year term running September to September.
3. The remaining three members shall serve one-year terms running September to September.

E. Vacancies:

1. If an administrative position vacancy exists, it shall be filled by the Board.
2. If an Association vacancy exists, it shall be filled by the Association.

F. Removal:

1. The Association appointees on the LPDC shall be removed from the committee in accordance with procedure found within the Association's Constitution and By-laws.
2. Administration appointees of the LPDC shall be removed according to the administrative policy on removal from LPDC.

G. Training:

Each LPDC member shall also participate in professional development designed to prepare them for the role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC and the district.

H. Meetings:

The LPDC committee members shall determine the frequency, time and place of the meetings.

**ARTICLE XIX - SCHEDULED SALARIES**

- A. The term "years of experience" as used in the Salary Schedule shall mean years employed as a teacher by the Board provided that the Board shall give new teachers credit for teaching experience in other districts and shall also give credit to such teachers

for up to five (5) years military service in accordance with Section 3317.13 of the Ohio Revised Code. Placement on the salary schedule shall be calculated beginning with the number of years of continuous service to the District in the appropriate column. A year of teaching service consists of a year in which the teacher taught one hundred and twenty (120) days under contract. A partial year of eight or more full months' military service shall count as a year of service.

B. Salary Schedule Placement:

The Board will pay employees in accordance with their training and experience at the annual rates specified in the indexed salary schedules attached.

1. Employees with less than a bachelor's degree or a bachelor's degree shall be paid on the BA column.
2. Employees with a bachelor's degree that have earned fifteen (15) semester hours, twenty-two and one-half (22.5) quarter hours or forty-five (45) continuing education units (C.E.U.'s) or a combination thereof after earning a bachelor's degree shall be placed on the BA + 15 column. The hours earned may be graduate, undergraduate or a combination of both.
3. During the 2016-2017 and 2017-2018 school years, employees with a bachelor's degree who have earned thirty (30) semester hour or forty-five (45) quarter hours or ninety (90) CEUs, or a combination thereof, and members with a Master's degree shall be paid on the BA+30/MS column.
4. Beginning with the 2018-2019 school year, members with a bachelor's degree, who have earned thirty (30) semester hours or forty-five (45) quarter hours, or ninety 90 CEU's or a combination thereof, on or before January 1, 2019, shall be paid on the BA+30. The BA+30 column shall be closed to any employee who has not been paid in accordance with that column on or before that date.
5. Beginning with the 2017-2018 school year, employees who have earned a Master's degree shall be paid on the MS column.
6. After receiving a Master's degree, employees that have earned fifteen (15) semester hours or twenty-two and one-half (22.5) quarter hours, or a combination thereof shall be paid on the MS+15 column.
7. After receiving a Master's degree, employees that have earned thirty (30) semester hours or forty-five (45) quarter hours, or a combination thereof shall be paid on the MS+30 column.
8. The opportunity to teach any course offered by the school district through College Credit Plus (CCP) or Advance Placement (AP) shall be offered to all members who are qualified to teach the course. Teaching a CCP course shall be voluntary on the part of the teacher. Any CCP teacher shall be afforded in-service days to



visit the participating institution of higher education to engage in planning with the cooperating college instructor.

Any teacher who teaches a course(s) shall be paid a stipend of \$2500 per course. The stipend shall be paid as part of the member's regular pay at the conclusion of the course.

- C. A salary adjustment due to a change in experience or training level requires that the employee notify the treasurer by the submission of a transcript prior to September 15 of the appropriate contract year.

- D. The base salary on the teacher's indexed salary schedule to be effective September 1, 2019 for 1.00 (Step 0, B.A. Column) shall be \$37,219 for the first year of the contract, \$38,149 for the second year of the contract and \$39,103 for the third year of the contract. (This represents a 2.5%, 2.5%, 2.5% increase.) Members who do not qualify for a step increase in each or any of the three years will receive a \$600.00 non-step bonus included in their base pay and paid over twenty-four 24 pay periods.

E. Extra-Curricular Activities:

1. All teachers holding supplemental positions shall be paid in accordance with the new Supplemental Salary Schedules for 2019-2022 attached as Appendix B. The base salary on which all supplemental pays are based shall be in accordance with the appropriate base for the school year identified in Appendix "A".
2. All Extra-Curricular Activity vacancies shall be posted within thirty (30) days of an employee's final day of service for an extracurricular activity. All Extra-Curricular Activities shall be filled within forty-five (45) days of the posting.
3. Notwithstanding the foregoing, the Board from time to time shall be permitted to pay stipends ("Stipends") to volunteers ("Volunteers") in respect of certain extra-curricular activities (the "Activities"), in each case subject to the terms and conditions of this Agreement. The amount of any Stipend payable or paid to any Volunteer during any school year in all cases shall be less than the amount that is payable or would have been payable in respect of each corresponding Supplemental Position set forth on Appendix B, whether or not any such Supplemental Position is filled. The aggregate amount of Stipends payable or paid to all Volunteers during any one school year shall not exceed the aggregate amount of contributions actually received by the District from booster clubs for such related Activities in that given school year.

F. Employment of Retired Teachers:

1. Bargaining unit members eligible for STRS retirement may, upon recommendation of the Superintendent, be rehired subsequent to retirement under a one (1) year limited contract of employment. Notice of the intent to seek employment as a rehired retiree must be provided by the bargaining unit member to the Superintendent no later than April 1, so as to permit the District to comply

with the notice procedures for the reemployment of a retiree as set forth under Ohio Revised Code Section 3307.353. Additionally, in order to be eligible for reemployment as a retiree, the bargaining unit member's retirement must be effective no later than May 31.

2. Any retired bargaining unit member employed by the Board, or any other retired teacher employed by the Board, is considered a bargaining unit member and subject to the terms of this Agreement, except as otherwise set forth herein. All such re-employed retirees are hereinafter referred to as 'rehired retirees' for purposes of this Article.
3. Rehired retirees shall be eligible for a maximum of two (2) consecutive (1) year limited contracts, unless the District is unable to hire a qualified teacher in the licensed area of need, in which instance the Board may, at its sole discretion, grant a rehired retiree additional one (1) year limited contract(s) under the terms and conditions set forth herein.
4. Rehired retirees are eligible for all insurance benefits set forth under Article XV of this Agreement, under the same terms and conditions as are available to any other bargaining unit member.
5. A rehired retiree shall be paid at the Step 0 of the appropriate training column of the Salary Schedule, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the Salary Schedule based on additional years of service. Any Salary Schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
6. Seniority for rehired retirees will be zero (0) upon such re-employment and any subsequent re-employment under any provision of this Agreement. In the event the District needs to implement a Reduction in Force (RIF), rehired retirees shall, by areas of certification, be subject to a RIF before other members of the Association. Rehired retirees shall accrue seniority exclusively within the retire-rehire program. In the event two (2) or more rehired retirees, in the same area of certification, share the same seniority date within the program, they shall participate in the tie-breaker described in Article IX (D) (2) of the Agreement.
7. Notwithstanding the provisions of Ohio Revised Code Section 3319.08, rehired retirees shall not be eligible for continuing contract and are restricted to limited contracts of employment.
8. Rehired retirees are not eligible for any severance payments under Article XII, however, such teachers will accrue sick leave at a rate of 1¼ days per month worked. Sick leave will accumulate from year to year for rehired retirees. Rehired retirees shall not be eligible to participate in the sick leave bank set forth under Article XI (J).

9. Rehired retirees will be awarded one (1) year limited contracts of employment (per section A. of this provision) that will automatically expire at the end of the applicable school year (June 30) without notice of non-renewal. Rehired retirees shall be eligible for contract renewal only upon the recommendation from the Superintendent. No performance evaluations shall be required for any rehired retiree, but such evaluations may be conducted at the discretion of the Superintendent. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.08, 3319.11 and 3319.111, and differs from the rights of other teachers contained within the terms of this Agreement.
10. Any teacher intending to be re-employed under this Article of the Agreement, shall at the time of submitting his/her resignation for the purpose of retiring into STRS, shall also resign from any supplemental contract he/she holds under the Agreement. The resulting vacancy for the supplemental contract shall be posted with the understanding that rehired retirees are eligible for employment under a supplemental contract.
11. The parties expressly agree and fully intend this Article supersedes and takes precedence over the provisions of Ohio Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.
12. During the periods of re-employment, the retiree shall make contributions to STRS as required under Ohio law. These contributions fund a benefit that is payable the first of the month following the last day of reemployment, pursuant to the terms and conditions set by STRS and Ohio law.
13. In the event the Superintendent, in his or her sole discretion, believes that the conduct of a rehired retiree rises to the level of cause sufficient to warrant contract termination, the Superintendent will notify the rehired retiree in writing, and schedule a meeting with the rehired retiree to discuss the basis for considering termination of the rehired retiree's contract. At this meeting the rehired retiree shall have the right to representation, and the opportunity to respond to the allegations. If after that meeting the Superintendent recommends termination of the rehired retiree to the Board, the Board shall vote upon that recommendation, with such action by the Board being final and binding.

Notwithstanding Article VIII (G) or any other section of this Agreement, any discipline or termination of a rehired retiree shall be final and not subject to the grievance procedure set forth at Article VI, or appeal to any court. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.16 and 3319.161, and differs from the rights of other teachers contained within the terms of this Agreement.

## **ARTICLE XX - DISTRIBUTION**

Within thirty (30) days after this contract is signed, it will be placed on the District website and e-mailed to all bargaining unit members. Copies will be provided upon request up to 75 copies with the costs to be shared equally by the parties.

## **ARTICLE XXI - DURATION**

This contract shall be in effect from September 1, 2019, until August 31, 2022, and may be extended thereafter by mutual agreement. A new contract may be negotiated as provided in Article V, "Negotiation Procedures."

## **ARTICLE XXII - COMPLETE AGREEMENT**

The Board and the Association 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 within the scope of negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.

The written provisions of this agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of negotiations.

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

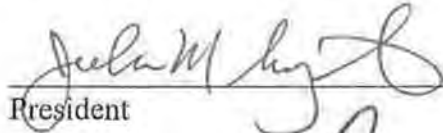


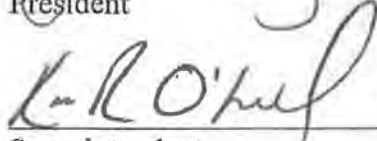
**ARTICLE XXIII - SIGNATURE PAGE**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE BOARD:

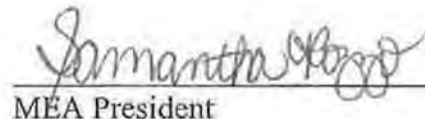
  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

Additional team member for the Board:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
MEA President

  
\_\_\_\_\_  
MEA Vice President

  
\_\_\_\_\_  
MEA Secretary

## 2019-2020 Salary Schedule

Step	<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>	
	<u>BA</u>		<u>BA+15</u>		<u>BA+30/MA</u>		<u>MA+15</u>		<u>MA+30</u>	
0	1.00	37,219	1.05	39,080	1.10	40,941	1.15	42,802	1.20	44,663
1	1.05	39,080	1.099	40,904	1.153	42,914	1.206	44,886	1.259	46,859
2	1.10	40,941	1.148	42,727	1.206	44,886	1.259	46,859	1.312	48,831
3	1.14	42,430	1.197	44,551	1.259	46,859	1.312	48,831	1.365	50,804
4	1.184	44,067	1.246	46,375	1.312	48,831	1.365	50,804	1.418	52,777
5	1.23	45,779	1.295	48,199	1.365	50,804	1.418	52,777	1.471	54,749
6	1.277	47,529	1.344	50,022	1.418	52,777	1.471	54,749	1.524	56,722
7	1.324	49,278	1.396	51,958	1.471	54,749	1.524	56,722	1.577	58,694
8	1.371	51,027	1.442	53,670	1.524	56,722	1.577	58,694	1.63	60,667
9	1.418	52,777	1.491	55,494	1.577	58,694	1.63	60,667	1.684	62,677
10	1.465	54,526	1.54	57,317	1.63	60,667	1.684	62,677	1.738	64,687
11	1.512	56,275	1.59	59,178	1.684	62,677	1.738	64,687	1.792	66,696
12	1.559	58,024	1.64	61,039	1.738	64,687	1.792	66,696	1.846	68,706
13	1.606	59,774	1.69	62,900	1.792	66,696	1.846	68,706	1.90	70,716
14	1.653	61,523	1.74	64,761	1.846	68,706	1.90	70,716	1.954	72,726
15	1.70	63,272	1.79	66,622	1.9	70,716	1.954	72,726	2.004	74,587
16	1.70	63,272	1.79	66,622	1.9	70,716	1.954	72,726	2.004	74,587
17	1.70	63,272	1.79	66,622	1.9	70,716	1.954	72,726	2.004	74,587
18	1.70	63,272	1.79	66,622	1.9	70,716	1.954	72,726	2.004	74,587
19	1.70	63,272	1.79	66,622	1.9	70,716	1.954	72,726	2.004	74,587
20	1.747	65,022	1.84	68,483	1.954	72,726	2.004	74,587	2.058	76,597
21	1.747	65,022	1.84	68,483	1.954	72,726	2.004	74,587	2.058	76,597
22	1.747	65,022	1.84	68,483	1.954	72,726	2.004	74,587	2.058	76,597
23	1.747	65,022	1.84	68,483	1.954	72,726	2.004	74,587	2.058	76,597
24	1.747	65,022	1.84	68,483	1.954	72,726	2.004	74,587	2.058	76,597
25	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
26	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
27	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
28	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
29	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
30	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
31	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
32	1.797	66,883	1.89	70,344	2.004	74,587	2.058	76,597	2.112	78,607
33	1.847	68,743	1.94	72,205	2.054	76,448	2.108	78,458	2.166	80,616
34	1.847	68,743	1.94	72,205	2.054	76,448	2.108	78,458	2.166	80,616
35	1.847	68,743	1.94	72,205	2.054	76,448	2.108	78,458	2.166	80,616

Salaries with SHADED BACKGROUND will receive \$600 Bonus during this contract.

## 2020-2021 Salary Schedule

Step	<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>		<u>INDEX</u>	
	<u>BA</u>		<u>BA+15</u>		<u>BA+30/MA</u>		<u>MA+15</u>		<u>MA+30</u>	
0	1.00	38,149	1.05	40,056	1.10	41,964	1.15	43,871	1.2	45,779
1	1.05	40,056	1.099	41,926	1.153	43,986	1.206	46,008	1.259	48,030
2	1.10	41,964	1.148	43,795	1.206	46,008	1.259	48,030	1.312	50,051
3	1.14	43,490	1.197	45,664	1.259	48,030	1.312	50,051	1.365	52,073
4	1.184	45,168	1.246	47,534	1.312	50,051	1.365	52,073	1.418	54,095
5	1.23	46,923	1.295	49,403	1.365	52,073	1.418	54,095	1.471	56,117
6	1.277	48,716	1.344	51,272	1.418	54,095	1.471	56,117	1.524	58,139
7	1.324	50,509	1.396	53,256	1.471	56,117	1.524	58,139	1.577	60,161
8	1.371	52,302	1.442	55,011	1.524	58,139	1.577	60,161	1.63	62,183
9	1.418	54,095	1.491	56,880	1.577	60,161	1.63	62,183	1.684	64,243
10	1.465	55,888	1.54	58,749	1.63	62,183	1.684	64,243	1.738	66,303
11	1.512	57,681	1.59	60,657	1.684	64,243	1.738	66,303	1.792	68,363
12	1.559	59,474	1.64	62,564	1.738	66,303	1.792	68,363	1.846	70,423
13	1.606	61,267	1.69	64,472	1.792	68,363	1.846	70,423	1.9	72,483
14	1.653	63,060	1.74	66,379	1.846	70,423	1.90	72,483	1.954	74,543
15	1.70	64,853	1.79	68,287	1.90	72,483	1.954	74,543	2.004	76,451
16	1.70	64,853	1.79	68,287	1.90	72,483	1.954	74,543	2.004	76,451
17	1.70	64,853	1.79	68,287	1.90	72,483	1.954	74,543	2.004	76,451
18	1.70	64,853	1.79	68,287	1.90	72,483	1.954	74,543	2.004	76,451
19	1.70	64,853	1.79	68,287	1.90	72,483	1.954	74,543	2.004	76,451
20	1.747	66,646	1.84	70,194	1.954	74,543	2.004	76,451	2.058	78,511
21	1.747	66,646	1.84	70,194	1.954	74,543	2.004	76,451	2.058	78,511
22	1.747	66,646	1.84	70,194	1.954	74,543	2.004	76,451	2.058	78,511
23	1.747	66,646	1.84	70,194	1.954	74,543	2.004	76,451	2.058	78,511
24	1.747	66,646	1.84	70,194	1.954	74,543	2.004	76,451	2.058	78,511
25	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
26	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
27	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
28	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
29	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
30	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
31	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
32	1.797	68,554	1.89	72,102	2.004	76,451	2.058	78,511	2.112	80,571
33	1.847	70,461	1.94	74,009	2.054	78,358	2.108	80,418	2.166	82,631
34	1.847	70,461	1.94	74,009	2.054	78,358	2.108	80,418	2.166	82,631
35	1.847	70,461	1.94	74,009	2.054	78,358	2.108	80,418	2.166	82,631

Salaries with SHADED BACKGROUND will receive a \$600 Bonus added during this contract

## 2021-2022 Salary Schedule

<u>Step</u>	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>	<u>INDEX</u>
	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.00 39,103	1.05 41,058	1.10 43,013	1.15 44,968	1.20 46,924
1	1.05 41,058	1.099 42,974	1.153 45,086	1.206 47,158	1.259 49,231
2	1.10 43,013	1.148 44,890	1.206 47,158	1.259 49,231	1.312 51,303
3	1.14 44,577	1.197 46,806	1.259 49,231	1.312 51,303	1.365 53,376
4	1.184 46,298	1.246 48,722	1.312 51,303	1.365 53,376	1.418 55,448
5	1.23 48,097	1.295 50,638	1.365 53,376	1.418 55,448	1.471 57,521
6	1.277 49,935	1.344 52,554	1.418 55,448	1.471 57,521	1.524 59,593
7	1.324 51,772	1.396 54,588	1.471 57,521	1.524 59,593	1.577 61,665
8	1.371 53,610	1.442 56,387	1.524 59,593	1.577 61,665	1.63 63,738
9	1.418 55,448	1.491 58,303	1.577 61,665	1.63 63,738	1.684 65,849
10	1.465 57,286	1.54 60,219	1.63 63,738	1.684 65,849	1.738 67,961
11	1.512 59,124	1.59 62,174	1.684 65,849	1.738 67,961	1.792 70,073
12	1.559 60,962	1.64 64,129	1.738 67,961	1.792 70,073	1.846 72,184
13	1.606 62,799	1.69 66,084	1.792 70,073	1.846 72,184	1.90 74,296
14	1.653 64,637	1.74 68,039	1.846 72,184	1.90 74,296	1.954 76,407
15	1.70 66,475	1.79 69,994	1.9 74,296	1.954 76,407	2.004 78,362
16	1.70 66,475	1.79 69,994	1.90 74,296	1.954 76,407	2.004 78,362
17	1.70 66,475	1.79 69,994	1.90 74,296	1.954 76,407	2.004 78,362
18	1.70 66,475	1.79 69,994	1.90 74,296	1.954 76,407	2.004 78,362
19	1.70 66,475	1.79 69,994	1.90 74,296	1.954 76,407	2.004 78,362
20	1.747 68,313	1.84 71,950	1.954 76,407	2.004 78,362	2.058 80,474
21	1.747 68,313	1.84 71,950	1.954 76,407	2.004 78,362	2.058 80,474
22	1.747 68,313	1.84 71,950	1.954 76,407	2.004 78,362	2.058 80,474
23	1.747 68,313	1.84 71,950	1.954 76,407	2.004 78,362	2.058 80,474
24	1.747 68,313	1.84 71,950	1.954 76,407	2.004 78,362	2.058 80,474
25	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
26	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
27	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
28	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
29	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
30	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
31	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
32	1.797 70,268	1.89 73,905	2.004 78,362	2.058 80,474	2.112 82,586
33	1.847 72,223	1.94 75,860	2.054 80,318	2.108 82,429	2.166 84,697
34	1.847 72,223	1.94 75,860	2.054 80,318	2.108 82,429	2.166 84,697
35	1.847 72,223	1.94 75,860	2.054 80,318	2.108 82,429	2.166 84,697

Salaries with SHADED BACKGROUND will receive a \$600 Bonus during this contract



## 2019-2020 Supplemental Salaries

Base Salary 2019-2020 \$37,219

<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>	<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>
Athletic Director	0.24	\$8,933	<u>Track – Boys</u>		
Asst. Athletic Director	0.08	\$2,978	Head	0.15	\$5,583
<u>Baseball</u>			Asst	0.08	\$2,978
Head	0.15	\$5,583	Jr High	0.08	\$2,978
Asst	0.08	\$2,978	<u>Track – Girls</u>		
<u>Basketball – Boys</u>			Head	0.15	\$5,583
Head	0.23	\$8,560	Asst	0.08	\$2,978
Reserve	0.13	\$4,838	Jr High	0.08	\$2,978
Freshman	0.11	\$4,094	<u>Golf</u>		
8 <sup>th</sup> Grade	0.08	\$2,978	Head	0.13	\$4,838
7 <sup>th</sup> Grade	0.08	\$2,978	<u>Bowling</u>		
<u>Basketball – Girls</u>			Head	0.13	\$4,838
Head	0.23	\$8,560	<u>Band</u>		
Reserve	0.13	\$4,838	Director	0.15	\$5,583
8 <sup>th</sup> Grade	0.08	\$2,978	Asst	0.11	\$4,094
7 <sup>th</sup> Grade	0.08	\$2,978	Pep Band	0.03	\$1,117
<u>Cheerleading</u>			Majorette	0.03	\$1,117
Varsity	0.15	\$5,583	<u>Activities</u>		
Jr High	0.09	\$3,350	Drama	0.07	\$2,605
<u>Cross Country – Boys</u>			Elem. Patrol	0.03	\$1,117
Head	0.15	\$5,583	Elem. Music (per semester)	0.03	\$1,117
Jr High	0.08	\$2,978	Jr. Class	0.06	\$2,233
<u>Cross Country – Girls</u>			Sr. Class	0.07	\$2,605
Head	0.15	\$5,583	Student Council	0.05	\$1,861
Jr High	0.08	\$2,978	NHS	0.06	\$2,233
<u>Football</u>			Yearbook	0.13	\$4,838
Head	0.23	\$8,560	<u>Physical Fitness</u>	0.09	\$3,350
Asst Vars (3)	0.13	\$4,838	<u>Softball</u>		
Freshman	0.13	\$4,838	Head	0.15	\$5,583
Jr High (2)	0.08	\$2,978	Asst	0.08	\$2,978
<u>Volleyball</u>			<u>Tennis</u>		
Head	0.15	\$5,583	Head	0.15	\$5,583
Asst	0.08	\$2,978			
Jr High	0.08	\$2,978			
HS Academic Advis	0.03	\$1,117			
ES Academic Advis	0.03	\$1,117			
Mentor Teachers		\$1,000			
a. Add'l mentees up to 2, \$250 each					
b. Up to 3 total mentees					
c. If more than 3 mentees per bldg., add'l mentors may be hired					
Add'l Resident Teachers, \$250 each					

Time in excess of 1 hour paid in .25 increments and must be approved by building level principal.

Increments:	1-15 minutes	0.25
	16-30 minutes	0.50
	31-45 minutes	0.75
	45-60 minutes	1.00
Intervention, Detention		
Sub, Overflow		\$20.50 per hour

## 2020-2021 Supplemental Salaries

Base Salary 2020-2021 \$38,149

<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>	<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>
Athletic Director	0.24	\$9,156	<u>Track – Boys</u>		
Asst. Athletic Director	0.08	\$3,052	Head	0.15	\$5,722
<u>Baseball</u>			Asst	0.08	\$3,052
Head	0.15	\$5,722	Jr High	0.08	\$3,052
Asst	0.08	\$3,052	<u>Track – Girls</u>		
<u>Basketball – Boys</u>			Head	0.15	\$5,722
Head	0.23	\$8,774	Asst	0.08	\$3,052
Reserve	0.13	\$4,959	Jr High	0.08	\$3,052
Freshman	0.11	\$4,196	<u>Golf</u>		
8 <sup>th</sup> Grade	0.08	\$3,052	Head	0.13	\$4,959
7 <sup>th</sup> Grade	0.08	\$3,052	<u>Bowling</u>		
<u>Basketball – Girls</u>			Head	0.13	\$4,959
Head	0.23	\$8,774	<u>Band</u>		
Reserve	0.13	\$4,959	Director	0.15	\$5,722
8 <sup>th</sup> Grade	0.08	\$3,052	Asst	0.11	\$4,196
7 <sup>th</sup> Grade	0.08	\$3,052	Pep Band	0.03	\$1,144
<u>Cheerleading</u>			Majorette	0.03	\$1,144
Varsity	0.15	\$5,722	<u>Activities</u>		
Jr High	0.09	\$3,433	Drama	0.07	\$2,670
<u>Cross Country – Boys</u>			Elem. Patrol	0.03	\$1,144
Head	0.15	\$5,722	Elem. Music (per semester)	0.03	\$1,144
Jr High	0.08	\$3,052	Jr. Class	0.06	\$2,289
<u>Cross Country - Girls</u>			Sr. Class	0.07	\$2,670
Head	0.15	\$5,722	Student Council	0.05	\$1,907
Jr High	0.08	\$3,052	NHS	0.06	\$2,289
<u>Football</u>			Yearbook	0.13	\$4,959
Head	0.23	\$8,774	<u>Physical Fitness</u>	0.09	\$3,433
Asst Vars (3)	0.13	\$4,959	<u>Softball</u>		
Freshman	0.13	\$4,959	Head	0.15	\$5,722
Jr High (2)	0.08	\$3,052	Asst	0.08	\$3,052
<u>Volleyball</u>			<u>Tennis</u>		
Head	0.15	\$5,722	Head	0.15	\$5,722
Asst	0.08	\$3,052			
Jr High	0.08	\$3,052			
HS Academic Advis	0.03	\$1,144			
ES Academic Advis	0.03	\$1,144			
Mentor Teachers		\$1,000			
a. Add'l mentees up to 2, \$250 each					
b. Up to 3 total mentees					
c. If more than 3 mentees per bldg., add'l mentors may be hired					
Add'l Resident Teachers, \$250 each					

Time in excess of 1 hour paid in .25 increments and must be approved by building level principal.

Increments:	1-15 minutes	0.25
	16-30 minutes	0.50
	31-45 minutes	0.75
	45-60 minutes	1.00
Intervention, Detention		
Sub, Overflow		\$20.50 per hour



## 2021-2022 Supplemental Salaries

Base Salary 2021-2022 \$39,103

<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>	<u>TITLE</u>	<u>%</u>	<u>Cost Each</u>
Athletic Director	0.24	\$9,385	<u>Track – Boys</u>		
Asst. Athletic Director	0.08	\$3,128	Head	0.15	\$5,865
<u>Baseball</u>			Asst	0.08	\$3,128
Head	0.15	\$5,865	Jr High	0.08	\$3,128
Asst	0.08	\$3,128	<u>Track – Girls</u>		
<u>Basketball – Boys</u>			Head	0.15	\$5,865
Head	0.23	\$8,994	Asst	0.08	\$3,128
Reserve	0.13	\$5,083	Jr High	0.08	\$3,128
Freshman	0.11	\$4,301	<u>Golf</u>		
8 <sup>th</sup> Grade	0.08	\$3,128	Head	0.13	\$5,083
7 <sup>th</sup> Grade	0.08	\$3,128	<u>Bowling</u>		
<u>Basketball – Girls</u>			Head	0.13	\$5,083
Head	0.23	\$8,994	<u>Band</u>		
Reserve	0.13	\$5,083	Director	0.15	\$5,865
8 <sup>th</sup> Grade	0.08	\$3,128	Asst	0.11	\$4,301
7 <sup>th</sup> Grade	0.08	\$3,128	Pep Band	0.03	\$1,173
<u>Cheerleading</u>			Majorette	0.03	\$1,173
Varsity	0.15	\$5,865	<u>Activities</u>		
Jr High	0.09	\$3,519	Drama	0.07	\$2,737
<u>Cross Country – Boys</u>			Elem. Patrol	0.03	\$1,173
Head	0.15	\$5,865	Elem. Music (per semester)	0.03	\$1,173
Jr High	0.08	\$3,128	Jr. Class	0.06	\$2,346
<u>Cross Country - Girls</u>			Sr. Class	0.07	\$2,737
Head	0.15	\$5,865	Student Council	0.05	\$1,955
Jr High	0.08	\$3,128	NHS	0.06	\$2,346
<u>Football</u>			Yearbook	0.13	\$5,083
Head	0.23	\$8,994	<u>Physical Fitness</u>	0.09	\$3,519
Asst Vars (3)	0.13	\$5,083	<u>Softball</u>		
Freshman	0.13	\$5,083	Head	0.15	\$5,865
Jr High (2)	0.08	\$3,128	Asst	0.08	\$3,128
<u>Volleyball</u>			<u>Tennis</u>		
Head	0.15	\$5,865	Head	0.15	\$5,865
Asst	0.08	\$3,128			
Jr High	0.08	\$3,128			
HS Academic Advis	0.03	\$1,173			
ES Academic Advis	0.03	\$1,173			
Mentor Teachers		\$1,000			
a. Add'l mentees up to 2, \$250 each					
b. Up to 3 total mentees					
c. If more than 3 mentees per bldg., add'l mentors may be hired					
Add'l Resident Teachers, \$250 each					

Time in excess of 1 hour paid in .25 increments and must be approved by building level principal.

Increments:	1-15 minutes	0.25
	16-30 minutes	0.50
	31-45 minutes	0.75
	45-60 minutes	1.00
Intervention, Detention		
Sub, Overflow		\$20.50 per hour

## Professional Improvement Plan

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

School Year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_/\_\_/\_\_

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

## Section 1: Improvement Statement

List specific areas for improvement as related to the <i>Ohio Standards for the Teaching Profession</i> . Attach documentation.		
Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

## Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.		
Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

### Section 3: Specific Plan of Action

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

## Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:     /     /

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

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

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



## Professional Improvement Plan Evaluation

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

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

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

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

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

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

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

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

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

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

## Professional Growth Plan

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

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

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

 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Date

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

 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Date

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

## DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- How did the instructional strategies address all students' learning needs?
- How did the lesson engage and challenge students of all levels?
- How were developmental gaps addressed?
- Why is it important to provide varied options for student mastery?

## RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- What resources/materials were used in instruction?
- How was technology integrated into lesson delivery?
- How did students show ownership of their learning?

## CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- How did the environment support all students?
- How were different grouping strategies used?
- How was safety in the classroom ensured?
- How was respect for all modeled and taught?

## ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How did you check for understanding during the lesson?
- What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- How did you ensure that students understand how they are doing and support students' self-assessment?
- How did you use assessment data to inform your next steps?
- Why is it important to provide specific and timely feedback?

## PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

## PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

## Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating Using Performance Rubric)				
Areas of reinforcement/refinement:				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
Areas of reinforcement/refinement:				
Final Summative (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

☐ Check here if Improvement Plan has been recommended.

Teacher signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



McDONALD LOCAL SCHOOL DISTRICT  
APPRAISAL INSTRUMENT  
BACKGROUND INFORMATION SHEET

1. Name \_\_\_\_\_
2. Building \_\_\_\_\_
2. Subjects and/or Grades \_\_\_\_\_
4. Position \_\_\_\_\_
- \_\_\_\_\_
5. Major Field of Study \_\_\_\_\_
6. Degree(s) Held \_\_\_\_\_
7. Years of Service \_\_\_\_\_
8. Service in Present School \_\_\_\_\_
9. Total Experience \_\_\_\_\_
10. Current Contract Status:  

Assigned Substitute _____	Limited Contract _____	Continuing Contract _____	Replacement
------------------------------	---------------------------	------------------------------	-------------
11. Professional Activities Engaged in During the Year:  
 (Committee work, professional organization activities, course work, sabbatical leave and other types of activities)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Original:	Principal
Copy:	Appraiser
Copy:	Superintendent

# McDONALD LOCAL SCHOOL DISTRICT OBSERVATION CHECKLIST

Name \_\_\_\_\_

Building \_\_\_\_\_

Subject/Grade \_\_\_\_\_

I. Classroom Observation Date \_\_\_\_\_ Time \_\_\_\_\_

**Teacher Presentation of Lesson****Teaching Aids Used**

_____ Lecture Type	_____ Question-Answer Type	_____ Text	_____ Chalk and Chalkboard
_____ Student Reports	_____ Group Work	_____ Overhead Projector	
_____ Teacher Working with Individual		_____ Maps	_____ Record Player
_____ Silent Reading		_____ Filmstrip	
_____ Other _____		_____ Other	

**A. Teaching Performance**

S      NI      N/A

1. Effective planning and presentation of lesson
2. Encourage pupil participation
3. Holds pupils' attention
4. Tries to motivate students
5. Uses positive approach toward students
6. Shows enthusiasm for material being taught
7. Assignments are clear, concise, and relevant
8. Techniques suitable to grade and/or subject

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**B. Classroom Management**

1. Has effective control
2. Appearance of room is conducive to the educational process

_____	_____	_____
_____	_____	_____

**II. Professional Qualities**

- A. Is punctual
- B. Cooperates with staff
- C. Cooperates with administration
- D. Records and reports are kept up to date
- E. Knows and follows school board policies & procedures
- F. Knows and follows administrative policies, building regulations, & supplemental contract policies

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- G. Works cooperatively with parents
- H. Fosters good school – community relations

_____	_____	_____
_____	_____	_____

**III. Personal Qualities**

- A. Personal appearance is conducive to the educational process
- B. Displays positive attitude toward school environment
- C. Demonstrates effective written and oral communication

_____	_____	_____
_____	_____	_____
_____	_____	_____

McDONALD LOCAL SCHOOL DISTRICT  
TEACHER APPRAISAL REPORT

Name \_\_\_\_\_

Buildings(s) \_\_\_\_\_

Subject/Grade \_\_\_\_\_

Directions: Comments in each area to be written in by the appraiser compiled from the  
Observation Checklist.

I. Classroom Observation

A. Teaching Performance: \_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

B. Class room Management: \_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

II. Professional Qualities: \_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_



III. Personal Qualities: \_\_\_\_\_  
\_\_\_\_\_

Recommandations: \_\_\_\_\_  
\_\_\_\_\_

IV. General Comments (Optional): \_\_\_\_\_  
\_\_\_\_\_

OVERALL RATING (Check One):  
☐ Satisfactory  
☐ Needs Improvement  
☐ Unsatisfactory

\_\_\_\_\_  
Date of Conference

\_\_\_\_\_  
Appraiser's Signature

To Be Checked by the Teacher ☐ I concur with the Appraisal.  
☐ I do not concur with the Appraisal

The teacher has the right to attach comments to the Appraisal.

\_\_\_\_\_  
Teacher's Signature

Certificate  
(O.R.C. 5705.41 and 5705.412)

The undersigned, Treasurer of the Board of Education of the McDonald Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2020 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the McDonald Local School District, Ohio, and the Superintendent of Schools of the McDonald Local School District, Ohio, hereby certify that the District has in effect for the term of this Agreement the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

Dated: \_\_\_\_\_

McDONALD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Treasurer

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

By: \_\_\_\_\_  
President, Board of Education

McDONALD LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL \_\_\_\_

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Date Received by Administrator/Board \_\_\_\_\_

Grievance No. \_\_\_\_\_

Specific item alleged violated, misinterpreted, and/or misapplied:

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

Statement of Grievance: \_\_\_\_\_

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

Remedy Requested: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date Filed at this Level

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

Disposition Rendered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(Attach additional pages as necessary to complete any section)



**McDONALD LOCAL SCHOOLS**  
**APPLICATION FOR CONTINUING CONTRACT**

**CRITERIA** - To be eligible to apply for continuing contract, a certified staff member must meet specific criteria, as outlined in ORC 3319.08 & 3319.11

\*\*\*\*\*

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

Position: \_\_\_\_\_ Building: \_\_\_\_\_

*I have met the criteria to apply for continuing contract as designated (X) below:*

**For a teacher who was initially issued a teacher's certificate or educator license *PRIOR TO* January 01, 2011**

**Educational requirement:** \_\_\_\_ Hold a professional, senior professional or lead professional license or professional or permanent certificate

*and have completed one of the following:*

\_\_\_\_ 30 semester hours beyond initial issuance of license in a related area

*Or*

\_\_\_\_ Six (6) additional semester hours if Master's Degree was held upon initial issuance of license

**Service Requirement:**

\_\_\_\_ Have taught at McDonald for at least three (3) of the last five (5) years

*Or*

\_\_\_\_ Have taught at McDonald for two (2) years and have attained continuing contract status in another district\*

*\*must provide documentation from prior school district to include signature of school official*



For a teacher who was initially issued a teacher's certificate or educator license *ON OR AFTER* January 01, 2011

**Educational requirement:**

\_\_\_\_ Hold a professional, senior professional or lead professional educator license, other than a substitute license for seven years (7), if initially licensed on or after January 01, 2011

*and have completed one of the following:*

\_\_\_\_ 30 semester hours beyond initial issuance of license in a related area

*Or*

\_\_\_\_ Six (6) additional semester hours if Master's Degree was held upon initial issuance of license

**Service Requirement:**

\_\_\_\_ Have taught at McDonald for at least three (3) of the last five (5) years

*Or*

\_\_\_\_ Have taught at McDonald for two (2) years and have attained continuing contract status in another district\*

*\*must provide documentation from prior school district to include signature of school official*

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

**Complete and return this application with copies of your license and appropriate transcripts attached to the appropriate building Principal's office by April 1st.**