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MASTER AGREEMENT

between the

MONROEVILLE TEACHERS ASSOCIATION

and the

MONROEVILLE BOARD OF EDUCATION

Effective July 1, 2021 through June 30, 2024

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ARTICLE I - RECOGNITION

The Board of Education of Monroeville Local Schools recognizes the Monroeville Teacher's Association as the sole and exclusive representative of all bargaining unit members as defined in paragraphs A and B below:

- A. For purposes of recognition, the "bargaining unit" shall include licensed/certificated teachers (full and part time), LD tutors, and special education teachers.
- B. Excluded from the unit are casual substitute teachers, including permanent substitutes, supervisory employees, and all non-certified/licensed employees.

The recognition granted herein shall preclude recognition of any other organization representing the teachers during the term of this Agreement.

ARTICLE II – BARGAINING PROCEDURES

A. TIMETABLE FOR BARGAINING

Negotiations will be conducted through meetings of the negotiators selected by the Board and the negotiators selected by the Association.

Negotiations shall begin within thirty (30) days of the request of either party provided; however, that such request shall be made no sooner than March 1 of the year in which the contract expires.

B. BARGAINING MEETINGS

The parties agree to meet and negotiate in good faith in an effort to reach agreement. Any agreement reached shall apply to all employees under the contract. The agreement shall be reduced to writing, presented to the MTA and, if adopted, be presented to the Board for its approval and, if approved, be officially adopted by the Board of Education.

C. ACCESS TO INFORMATION

During such negotiations, the Board and the MTA may present relevant data, exchange points of view and make proposals and counter-proposals. Records will be made available to the MTA and the Board of Education upon reasonable request, in writing.

D. REACHING AGREEMENT

During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

E. IMPASSE PROCEDURE

In the event either of the parties declares impasse, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

Should the parties be unable to reach agreement as the result of the mediation process as defined above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided, however, that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.

The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon alternate dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code (ORC).

F. GROUND RULES

1. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
2. Negotiations shall commence within thirty (30) days of receipt of said letter unless an extension of time is mutually agreed upon.
3. The agenda for the first meeting shall be for both teams to make inquiries on the meaning and intent of the issues as presented.
4. No new proposals may be raised for negotiations by either party after the initial meeting to exchange proposals unless by mutual agreement.

5. The following shall be determined at the commencement of each meeting prior to proceeding to negotiation items:
 - a. The time, date, and place of the next meeting.
 - b. The agenda for the meeting in session.
 - c. The length of the meeting in session; however, no meeting, including caucus periods, may exceed two (2) hours unless otherwise agreed.
6. Each party shall negotiate in good faith.
7. Any lawful conduct and any conduct not in violation of this contract shall not be cause for reprisal. No action to coerce, censor, or penalize any negotiating participant shall be made. Alleged violations of the provisions of this paragraph shall not be subject of an Unfair Labor Practice (ULP) charge.

ARTICLE III – GRIEVANCE PROCEDURE

A. GRIEVANCE – DEFINITIONS

1. A grievance shall be defined as a violation, misinterpretation, or misapplication of any provisions of the current negotiated agreement.
2. An “aggrieved party” or “grievant” as referred to herein shall mean any bargaining unit member, any group of bargaining unit members, or the Monroeville Teachers’ Association (MTA) who alleges that a grievance has occurred.
3. Parties of interest shall be the aggrieved party, MTA, or the representative selected by the grievant, building principal, and/or the appropriate administrator directly involved at the given level of this procedure.
4. A “day” shall be a school day during the school year, excluding calamity days, and a weekday (Monday through Friday) during the summer.

B. INITIATION AND PROCESSING

1. Level One, Employee
 - a. A grievant(s) will first discuss the problem with the principal or immediate superior, either individually or through the Association’s

school representative, or accompanied by the representative, with the objective of resolving the matter informally.

- b. If the grievant(s) is not satisfied with the disposition of the grievance, he/she may file a written grievance with his/her principal within fifteen (15) days following the act or condition which is the basis of his/her complaint. Copies of such written grievance are to be sent by the aggrieved party to the representative of the Association and to the superintendent. If the grievance is not filed within fifteen (15) days, the grievance shall be considered waived and may not be filed. The principal shall communicate his/her decision in writing within five (5) days to the grievant and to the superintendent.

2. Level Two

- a. Within ten (10) days of receipt by the grievant of the decision rendered by the principal, such decisions may be appealed to the superintendent. The appeal shall include a copy of the decision and the grounds for appeal.
- b. The appeal shall be heard by the superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the chairman of the Grievance Committee and any administrator who has previously been involved in the grievance.
- c. Within five (5) days of hearing the appeal, the superintendent shall communicate to the grievant, chairman of the Grievance Committee, and any administrator who has previously been involved in the grievance his/her written decision, including supporting reasons.

C. GRIEVANCE IMPASSE

1. Level Three

- a. If the aggrieved party is not satisfied with the disposition then he/she, with the approval of the MTA Grievance Committee, shall have the right to appeal the decision to arbitration provided the appeal notice is filed with the treasurer of the Board within thirty (30) days of receipt of the decision at Level Two.
- b. The Association may refer the grievance to the arbitrator by giving written notice to the superintendent and/or the Board of its desire to do so.

- c. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection shall be by alternate strike with either party having the right to request a second list. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.
- d. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.
- e. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- f. No decision on any one case shall require a retroactive wage adjustment in any other case.
- g. The expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

D. GENERAL PROCEDURE

1. Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. The failure to file the grievance within the time limits set forth in the Article shall constitute a waiver of the right to file the grievance. The failure to appeal the grievance within the time limits shall result in the grievance being deemed withdrawn with prejudice. Time limits may only be extended by mutual agreement of all parties concerned.
2. At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's Grievance Committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. The grievant may be represented by the recognized Association at all stages of the grievance procedure.
4. The administration and grievance chairperson and/or designee will cooperate in the investigation of any grievance, and both parties will furnish each other with such information as it is necessary for the processing of any grievance.

5. It will be the practice of all parties in interest to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties.
6. The form to be utilized in the processing of grievances (Level One, Two) is that which is attached hereto as Appendix C.

ARTICLE IV – INDIVIDUAL RIGHTS

A. NON-RENEWAL OF CONTRACTS

1. No teacher employed in the district for more than three (3) years shall be non-renewed until evaluation of performance or unusual circumstances indicates non-renewal is appropriate. In no case will a teacher be non-renewed for reduction in force purposes. Prior to any non-renewal, the affected teacher shall be advised by the administrator of the administrator's recommendation for non-renewal.
2. If the superintendent intends to recommend the non-renewal of a limited contract, the teacher shall receive written notification of this intent. If the teacher desires a hearing before the Board as a result of the notification from the superintendent of his/her intent to recommend the non-renewal of his/her contract, the teacher may request to appear before the Board of Education and explain to the Board why it should not follow the recommendation of the superintendent.
3. The teacher is not entitled to appear before the Board of Education unless he/she requests such an appearance within seventy-two (72) hours of the receipt of notification from the superintendent of his/her intent to recommend the non-renewal of the contract. This Board meeting shall be on or after March 15.
4. The teacher shall be entitled to counsel or other representation with him/her at his/her appearance before the superintendent and at his/her appearance before the Board of Education.
5. Within five (5) days of the date of the meeting, the Board shall serve a written decision on the teacher, specifying its disposition with regard to its action of the non-renewal.
6. Supplemental contracts are not included in this non-renewal procedure.

7. The procedures listed herein shall supersede and take precedence over the requirements of Ohio Revised Code 3319.11 specifically as they relate to the non-renewal of limited contracts.
8. Non-renewal of Limited Teaching Contracts for Probationary Employees who have been employed for Three (3) Years or Less and hired after July 1, 2017.
 - a. Limited contract teachers who are employed after July 1, 2017, and who have been employed for three (3) or fewer years shall be notified by the superintendent if they will not be recommended to the Board for rehiring at the end of their contract. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to discuss the intended action on their contract.

B. SEQUENCE OF CONTRACTS

1. New Teachers

No new teacher may be employed on more than a one-year contract unless:

- a. He/she had already taught at least one (1) year on a continuing contract in another school system.
- b. He/she is returning after a leave of absence or after a period of no teaching or teaching in another school system and had been eligible for more than a one-year contract when he/she left Monroeville.
- c. Credit on the teacher salary schedule will be given up to five (5) years for previous teaching experience in a duly accredited school as defined in ORC 3317.13 upon employment. Additional credit not to exceed five (5) years for military experience or alternative civilian service required by the Selective Service System will be given upon initial employment. Additional experience credit may be granted by the Superintendent.

2. Limited Contracts

No teacher will be granted more than a two-year limited contract under any circumstances. The purpose of this is to encourage teachers to get their professional certificate/license in order to become eligible for continuing contract status.

C. TEACHING CONTRACTS

1. Only a teacher who meets the criteria set forth in ORC 3319.08 may be offered a continuing contract.

Persons eligible for a continuing service contract must submit a written request for consideration for a continuing contract along with supporting documentation on or before October 1 of the last year in which they are eligible. If the request or documentation is not received by October 1, the teacher will have to wait until the following school year to be considered for a continuing contract, unless the restriction is waived by the Superintendent.

2. Temporary Certificate/License

No teacher on a temporary certificate/license may be given more than a one-year limited contract under any circumstances.

3. Contract Track

The normal schedule of awarding contracts to teachers will be as follows:

- a. One-year contract for first year at Monroeville Local Schools.
- b. One-year contract for the second year at Monroeville Local Schools.
- c. One-year contract for the third year at Monroeville Local Schools if hired after July 1, 2017.
- d. Two-year contracts beginning the fourth year at Monroeville Local Schools unless reasons are given for a one-year contract.

D. PERSONNEL RECORDS

A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of professional staff members maintained by the Board and administration.

Individual professional staff members shall have access to their professional file. Requests of professional staff members to have access to their personnel files shall be handled by the superintendent or the treasurer of the Board and such access shall be during the normal administrative workday.

All materials placed in the personnel file of the professional staff member shall include the following:

1. The date the item was placed in the file
2. The initials of the administrator and date of placing the information in the file
3. The signature of the staff member indicating his/her inspection if such material is derogatory in nature.

The professional staff member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. He/she has the opportunity to reply to critical material in a written statement to be attached to the filed copy. Alternatively, a professional staff member may log into the electronic Teacher and Principal Evaluation System and endorse material submitted by an evaluator through the entering of the teacher's unique PIN number. An electronic endorsement through the electronic evaluation system does not indicate agreement with the content of the material, but indicates only that the material has been received by the professional staff member.

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the superintendent.

Letters of recommendation and other related information used for initial employment may be retained in personnel files or maintained by the local Board or administration including the following:

1. Official transcripts of college work
2. Copy(ies) of certification authorized by the State Department of Education

Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

A professional staff member will be entitled to a copy, at his/her expense, of any material in his/her file.

E. EVALUATIONS

The Board of Education, in consultation with teachers employed by the Board, adopts this standards-based evaluation policy in conformance with the framework for evaluation of teachers developed by the State Board of Education under ORC 3319.112. This Teacher Evaluation Policy aligns with the *Standards for the Teaching Profession* set forth in state law. Should state statute referencing teacher evaluation change, the Association and administration shall meet within thirty (30) days of the effective date of

the change to address the timeline of and effects associated with the implementation of the change.

1. Definitions

- a. Evaluation Instrument - The Evaluation Instrument shall be the process and forms used by the employee's evaluator as approved by ODE and adopted by the Board and approved by the MTA.
- b. Formal Observation - gathering evidence of teacher performance. Teachers who are fully evaluated will participate in a minimum of two (2) formal observations. The first observation may begin after the second week of school and the two (2) observations shall be no less than six (6) weeks apart, unless mutually agreed upon by the evaluator and the teacher.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations, which shall be conducted no less than four (4) weeks apart, and must be completed 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.

A formal observation consists of a visitation of a class period or the viewing of a class lesson. The observation shall be conducted for an entire class period, lesson, for a minimum of thirty (30) consecutive minutes. During the classroom observation, the evaluator documents, through scripting, specific evidence related to teaching and learning. Each formal observation will be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the teacher during the post-observation conference. Formal observations will not include videotaping or sound recordings except with the prior written permission of the teacher.

- c. Classroom Walkthrough – are informal observations from five (5) to fifteen (15) minutes which focus upon specific standards. Feedback from such walkthroughs shall be given to teachers in writing within two (2) school days of its occurrence. These may occur frequently and may be unannounced.

d. Pre-Conference - planning and observation of classroom teaching and learning. At the Pre-Conference, which shall occur within three (3) working days prior to the lesson being observed, the evaluator and teacher discuss what the evaluator will observe during the classroom visitation. Important Information is shared about the characteristics of the learners and learning environment. Specific evidence is also shared about the objectives of the lesson, and the assessment of student learning. The conference will also give the teacher an opportunity to identify areas in which she/he would like focused feedback from the evaluator during the classroom observation. The communication takes place during a formal meeting and a record of the date(s) should be kept, including a written summary of the discussion and all evidence discussed/presented. The purpose of the pre-observation conference is to provide the evaluator with an opportunity to discuss the following:

- Lesson or unit objective(s);
- Prior learning experiences of the students;
- Characteristics of the learners/learning environment;
- Instructional strategies that will be used to meet the lesson objectives;
- Student activities and materials;
- Differentiation based on needs of students; and
- Assessment (data) collected to demonstrate student learning.

NOTE: The teacher and evaluator should set a time for the formal observation to take place, and re-negotiate this scheduled date and time as necessary if the observation is not conducted as planned. However, neither the evaluator nor teacher shall cancel any observation unless an emergency or serious issue prevents his/her attendance. If, due to cancellation of scheduled observation, a different lesson must be observed, a new pre-conference must take place prior to the observation.

e. Post-Conference - reflection, reinforcement, and refinement. The purpose of the post-observation conference is to provide reflection and feedback on evidence from the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness. This post-conference shall take place no later than five (5) working days after the evaluation has taken place. Following the lesson, the teacher reflects on the lesson and how well the student learning outcomes were met. Professional conversations between the evaluator and the teacher during the post-conference will provide the teacher with feedback on the observed lesson, and may identify

additional strategies and resources. The evaluator will make recommendations and commendations which may become part of the teacher's professional development plan. In general, the discussion between the evaluator and teacher needs to focus on relative area(s) of strength (reinforcement), and relative area(s) for further support (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher's performance. Any presented evidence will become part of the evaluation record.

2. Ohio Teacher Evaluation System (OTES)

- a. The evaluation of teachers as required in Ohio Revised Code 3319.111 and 3319.112 includes:
- Is aligned with the standards for teachers adopted under section 3319.61 of the Revised Code;
 - Requires observation of the teacher being evaluated, including at least two (2) formal observations by the evaluator of at least thirty (30) minutes each and classroom walkthroughs;
 - Assigns a rating on each evaluation conducted in accordance with the following levels of performance: Accomplished, Skilled, Developing, or Ineffective;
 - Requires each teacher to be provided with a written report of the results of the teacher's evaluation;
 - Provides for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers;
 - Provides for the allocation of financial resources to support professional development;
 - Requires teachers employed under a teaching license and spending at least fifty percent of the time employed providing student instruction to be evaluated under Ohio Teacher Evaluation System;
 - Requires an evaluation of every teacher who is on full evaluation to be completed by May 1 and a written report provided to the teacher by May 10;
 - Provides options for less frequent evaluation of teachers who received Skilled and Accomplished ratings from the previous school year within the returning district, while still providing them with feedback on their work;

- Provides district a bargained choice between an alternative teacher evaluation structure (ORC 3319.114) and the original framework (ORC 3319.112); and
- Requires the district to align to OTES with appropriate tools from ODE should the district consider the use of an alternative framework.

b. This instrument does not apply to the District Librarian. A building principal shall evaluate the District Librarian annually and use the evaluation instrument see Appendix A-1.

3. Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance—in the classroom. Teachers with a final summative rating of Accomplished may choose their credentialed evaluator. Teachers with a final summative rating of Skilled will have input on their credentialed evaluator. Teachers with a final summative rating of Developing or Ineffective will be assigned the credentialed evaluator. A credentialed evaluator is one who:

- Possesses the proper certification/licensure to be an evaluator;
- Has been approved as an evaluator and is employed by the local Board of Education;
- Has completed a state-sponsored OTES training;
- Has passed an online assessment using the OTES rubric and has been credentialed or re-credentialed.

4. Teacher Retesting and Professional Development for Traditional Districts

Each year, beginning with the 2015-2016 school year, each classroom teacher who is currently teaching in a core subject area and has received a rating of Ineffective per 3319.58 is required to register for and take all written examinations of content knowledge selected by the Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned.

If a teacher passes an examination and provides proof of that passage to the teacher's employer, the employer shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations.

- If the teacher receives a rating of Ineffective on the teacher's next evaluation after completion of the professional development, or the

teacher fails to complete the professional development, it shall be grounds for termination of the teacher.

- If a teacher who takes an examination, passes that examination, and provides proof of that passage to the teacher's employer, the teacher shall not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the Performance Index score ranking of the building in which the teacher teaches.
- No teacher shall be responsible for the cost of taking an examination under this section.

5. Retiring Teachers or Teachers on Leave

The Board of education may elect to not conduct an evaluation of a teacher who: 1) was on an approved leave for fifty percent (50%) or more of the school year as calculated by the Board; or 2) has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.

a. Accomplished Teachers

The Board elects to evaluate these teachers once every three (3) years per Ohio Revised Code 3319.111. This means that a teacher rated Accomplished at the end of a school year will not be formally evaluated again until another two (2) full school years have passed. Please note that certain requirements apply if the district is not conducting formal annual evaluations of these teachers which is one (1) thirty (30) minute formal observation based upon the standards, one (1) conference and meeting their Professional Growth Plan.

b. Skilled Teachers

The Board elects to evaluate Skilled teachers every two years per Ohio Revised Code 3319.111. If a district elects to evaluate these teachers every two years, an observation, conference and meeting their Professional Growth Plan. The evaluation schedule must be noted in the electronic evaluation system in the fall of the school year.

c. Assessment of Teacher Performance

Teachers with a final summative rating of Accomplished may choose their credentialed evaluator. Teachers with a final summative rating of Skilled will have input on their credentialed evaluator. Teachers with a final summative rating of Developing or Ineffective will be assigned the credentialed evaluator.

d. Completion of the Evaluation Process

The performance evaluation of an employee shall be based upon the walkthroughs and observations of the employee's performance as based on the standards and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluation report shall be signed /pinned by the evaluator. The evaluation report shall be signed/pinned by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature/pin should not be construed as evidence that the employee agrees with the contents of the evaluation report. Bargaining unit members shall not be required to enter data into the electronic evaluation system outside of the signature and pin. Violation is grounds for a grievance under Article III.

e. Response to Evaluation

The employee 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 employee's personnel file. A copy, signed by both parties, shall be retained by the employee.

6. Assigning an Effectiveness Rating

The steps for determining a final summative rating:

- a. All other information and documents obtained through the evaluation process shall be stored and maintained by the district.
- b. The electronic evaluation system assigns the point value that corresponds to the ratings from each component:
 - Teacher performance – A point system will be used as required by ODE.
 - Alternative component – If bargained, a point system will be used as required by ODE.

7. Calculating Teacher Performance Evaluation Rubric

The Teacher Performance Evaluation Rubric is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the teacher, based upon the evidence aligned to OTES. The evaluator is to consider evidence gathered during the pre-observation

conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan, per OTES.

8. Selection of Appropriate Plan

Teachers with a final summative rating of Accomplished annually develop a self-directed Professional Growth Plan. Teachers with a final summative rating of Skilled also annually develop a Professional Growth Plan initiated by the teacher and completed collaboratively with the evaluator. Teachers with a final summative rating of Developing annually develop a Professional Growth Plan with their evaluator who will grant final approval of the plan. Teachers with a final summative rating of Ineffective will develop an improvement plan with their evaluator who will grant final approval of the plan (the electronic evaluation system requires the evaluator to initiate the Improvement Plan).

Professional Growth Plan

Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and should use the plan as a starting point for the school year. The Professional Growth Plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan (IPDP). The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth Plan and process includes feedback from the evaluator as well as the teacher's self-assessment and student growth measures data while addressing the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth 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).

The Professional Growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;

- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.

Improvement Plan

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of Ineffective. 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. When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s); and
- Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the Professional Growth Plan may resume. If the teacher's performance continues to remain at an Ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

9. 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.

10. Professional Development

The Board's plan for the allocation of financial resources to support professional development has been developed in consultation with District administrators and

teachers as required by the ORC and the Ohio Standards for Professional Development.

11. Standards For Teaching Evaluation (Committee)

- a. An evaluation committee shall be formed at the request of the Board and the MTA (Monroeville Teachers Association) composed of at least four (4) teachers and (4) administrators. The committee will meet a minimum of 2 times per year, once prior to the start of the school year and once prior to the end of the first semester.
- b. The committee has the prerogative to meet more than 2 times per year on an as needed basis. The committee's charge is to identify problems with the district evaluation system.
- c. The committee's responsibilities may include but are not limited to:
 - i. Identified problems/concerns with existing procedure instruments.
 - ii. Possible changes under study by the committee.
 - iii. Draft of any forms/instruments, if available, under consideration.
 - iv. Identified problems/concerns with changes under consideration.
- d. The committee will generate a report by January 31st of each school year that will be submitted to the Board of Education and the Association. The report will include concerns and recommendations with regard to the evaluation process. The Superintendent and MTA President will agree to meet on any proposed policy changes or to construct a mutually agreed upon MOU if necessary.
- e. Committee Authority
 - i. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures and processes, including the evaluation instrument and the student growth portion for teacher evaluation.
 - ii. The committee shall be responsible for recommending whether an employee is considered to be under the OTES

evaluation procedure or non-OTES evaluation procedure based on ORC 3319.111, 3319.112, and 3319.114.

- iii. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- iv. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
- v. The Board shall amend its evaluation policy to conform to the terms of this agreement.
- vi. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by both parties.
- vii. If there is legislative action by the Ohio General Assembly that impacts this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

12. Due Process

- a. Teachers who disagree and provide documented evidence which supports errors with performance ratings, and/or the summative evaluation rating shall be corrected. Such requests shall be documented and honored by the district.
- b. Teacher of Record
 - i. In order to ensure accuracy in reporting, each teacher shall have the opportunity to review the students for whom they are

identified as teacher of record and the attendance of students. If the teacher believes any of the aforementioned data is inaccurate, the teacher shall notify the superintendent or his/her designee and will make the necessary corrections.

- c. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
- d. If an employee believes the evaluator has violated the procedure established in this Article IV or that the evaluator's judgment or conclusion is arbitrary, capricious, or unreasonable, the employee may file a grievance within thirty (30) days, as defined in Article III, of the employee's receipt of the signed and final version of a written evaluation for the particular school year or portion of a school year.

F. OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES)

1. Purpose

The purpose of the Ohio School Counselor Evaluation System is to:

- a. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
- b. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

2. Evaluator Qualifications and Roles

In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

3. Criteria for Counselor Evaluation

- a. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School

Counselors and the School Counselor Evaluation Rubric, as published by ODE.

- b. All monitoring or observation of the work performance of a counselor shall, when deemed appropriate, be conducted openly and with the full knowledge of the counselor.
- c. All results and conclusions of a counselor evaluation must be documented and supported by evidence.

4. Evaluation Process

- a. No school counselor shall be subject to more than one (1) evaluation cycle per school year.
- b. The final summative evaluation shall be completed no later than the first (1st) day of May, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
- c. The Board of Education may evaluate a counselor receiving a rating of Accomplished once every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, Skilled or higher on the evaluation rubric.
- d. The Board of Education may evaluate a counselor receiving a rating of Skilled once every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, Skilled or higher on the evaluation rubric.
- e. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of Accomplished or Skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor and hold one (1) post-observation conference with the counselor. And at the request of the counselor, one (1) formal observation pre-conference will also be held. The formal observation process shall be held in compliance with the provisions of this Contract.
- f. Notwithstanding the foregoing, counselors in their first three (3) years of employment with the Board will be evaluated each year. Likewise, every counselor in the final year of a limited contract and every counselor who has requested consideration for a continuing contract will be evaluated.

5. Informal Observations

- a. An informal observation is a walk-through of non-confidential activities during unannounced times. Such observations shall be documented on the appropriate form produced by ODE and will focus on one (1) or more of the following components:
 - Comprehensive School Counseling Program Plan
 - Direct Services for Academic, Career and Social/Emotional Development
 - Indirect Services: Partnerships and Referrals
 - Evaluation and Data
 - Leadership and Advocacy
 - Professional Responsibility, Knowledge and Growth
- b. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.
- c. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walkthrough.

6. Formal Observations

- a. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 1 and May 1. There will be a minimum of six (6) weeks between the first two (2) formal observations.
- b. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.
- c. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to division (B), (C)(3), (D) or (E) of that section.

- d. If required by the counselor, each formal observation may be preceded by a conference between the evaluator and the counselor, in order for the counselor to explain the plans and objectives for the work situation to be observed.
- e. A post-observation conference shall be held no more than five (5) working days following the observation. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance.
- f. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.
- g. A counselor may request a formal observation at any time in addition to those required by this procedure.

7. Finalization of the Evaluation Cycle

- a. Each evaluation will result in a final summative rating of Accomplished, Skilled, Developing, or Ineffective. The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.
- b. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
- c. The final summative evaluation shall be an accurate reflection of all informal and formal observations, professional growth or improvement

plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.

- d. The counselor 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 counselor's personnel file.

8. Professional Growth Plans

- a. Counselors with a summative evaluation rating of Accomplished will develop a self-directed professional growth plan, for the next school year.
- b. Counselors with a summative evaluation rating of Skilled or Developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next school year. Counselors with a Developing rating will have their professional growth plan approved by their evaluator.
- c. Professional growth plans for a school year shall be developed not later than September 1 of each school year and shall be one (1) academic year in duration.
- d. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.

9. Professional Improvement Plans

- a. A professional improvement plan is a clearly articulated assistance program used for a counselor who has a rating of Ineffective on any of the areas identified by the six (6) Ohio Standards for School Counselors. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this Agreement.
- b. The professional improvement plan shall include:
 - Specific measurable performance expectations, resources and assistance to be provided; and,
 - A desired level of performance that is expected and a reasonable time period to correct deficiencies; and,
 - Professional Development opportunities that will be provided by the Board, upon approval of the superintendent.

- c. Improvement plans for the next school year shall be developed not later than September 1 of each school year and shall be one (1) academic year in duration.

10. Personnel Action Requirements

The evaluation procedure contained in this Agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non-renewal, termination, reduction or recall of any counselor prior to September 1, 2017.

11. Professional Development

- a. Annually the Board may provide professional development financial resources to continue and accelerate each counselor's professional growth and improvement and to provide support to counselors who are placed on a Professional Improvement Plan.
- b. An update on the evaluation will be provided by the evaluation committee when changes have been made to the evaluation framework.

The Association and the Board shall bargain all items materially impacting the terms and conditions of employment for the Ohio School Counselor Evaluation System in accordance with the rules set forth in Ohio Revised Code 4117.

G. ASSIGNMENTS AND TRANSFERS

- 1. All assignments of employees will be made only into areas where proper certification by the state of Ohio is evident in the form of a valid and current certificate.
- 2. Assignment of all employees into areas of proper certification is and will remain the responsibility of the superintendent.
- 3. In the event of an opening in the district:
 - a. A notice of such opening (teaching, supplemental) will be posted on the faculty bulletin board in each building and a copy of the notice will be posted on the District's website and e-mailed to all professional staff members at their District-issued email address. Such notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position Licensed/certificated personnel within the district will be given the opportunity to apply for posted openings within (5) five school days of the initial posting of a vacancy announcement.

- b. Personnel within the district shall be given consideration in reassignments or transfers to vacancies when it is in the best interest of the total educational program to do so. Items such as length of service in the district, major and minor fields of study, needs of the educational programs, teacher's area of competency, previous involuntary transfers or reassignments, and availability of work will be considered in the transfer and/or reassignment of personnel. Determination of qualifications shall remain the responsibility of the employee's evaluator and the superintendent.
 - c. A vacancy shall be defined as a new bargaining unit position created by the Board of Education or one which will be open for sixty (60) days or longer as a result of promotion, resignation, termination, non-renewal, death, and/or retirement, which the Superintendent intends to fill. This provision shall not apply to position(s) where the teacher(s) is on a leave of absence.
4. In the event an employee desires a change of position to another teaching area, grade level, or another area where proper certification is held, or to another building, such person shall make formal application to the superintendent. Upon determination by the superintendent that such opening exists and the employee possesses the proper certification and qualifications, the employee shall receive consideration for such change.

Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the superintendent of schools, and being notified in writing at the earliest possible time before the effective date of the transfer.

- 5. A teacher requesting a transfer (as in paragraph 4 above) shall be given written reasons for denial of his/her application. Likewise, a teacher who is involuntarily transferred from one position to another will be given a written explanation of the reason(s) for the transfer.
- 6. Current staff applying for vacancies shall be considered prior to any consideration of applicants from outside the school system. The only exception to this will be for vacancies that occur between July 11 and the start of school except that individuals who, prior to July 11, expressed a desire to transfer should a vacancy occur will be considered at this time.

H. WORK DAY / PREPARATION AND CONFERENCE TIME

- 1. The teacher workday shall be seven and one-half (7 ½) hours in length inclusive of a thirty (30) minute lunch, two hundred (200) minutes per week of planning

time unless a staff member's preparation and conference time have been reduced due to school delay or other emergency. Increments of time can be no less than 40 minutes and must total no less than 200 minutes for the week.

2. Teachers may be required to attend meetings before and after school, not to exceed two (2) hours per month. Additional meeting time required shall be compensated for by compensatory time off.
3. Whenever possible, afternoon meetings shall begin immediately after student dismissal. Morning meetings shall begin no earlier than thirty (30) minutes prior to the beginning of the workday.
4. Teachers may be required to attend up to three (3) after school events each year in addition to open house and conferences. Open House is included in the teacher work day and not an addition to that day.
5. The term "preparation and conference time" shall mean work time during the school day, exclusive of the professional staff member's daily duty-free lunch period. This time may be used by a professional staff member for any teacher-related duties.
6. Intervention Specialists/Special Education teachers will be granted up to two (2) days of professional leave to write IEP's. These teachers will be released from their regular teaching duties in order to complete IEP's. Additional IEP writing days may be granted, per intervention specialist, with Director of Student Services' approval. If a need arises in the district, the Director of Student Services may change teacher assignment for that day.
7. There will be at least two (2) staff members assigned to each lunch period.

I. TEACHERS ACTING AS SUBSTITUTES

Teachers who, following an administrative request, substitute for another teacher during their conference period shall be paid an additional eighteen dollars (\$18.00). Teachers covering a block period will be paid \$36 the equivalent of 2 periods. Teachers who cover the equivalent of 2 classrooms for an entire day will be paid the going substitute rate.

No teacher shall be required to give up his/her conference time to serve as a substitute for another teacher.

J. SUPPLEMENTAL JOB DESCRIPTIONS

A specific job description shall be attached to each new supplemental contract which is issued for a position listed on the extracurricular salary schedule.

K. CLASS SIZE

The Board will strive to maintain class size limits that do not exceed twenty-five (25) pupils in grades K-6 and thirty (30) pupils in grades 7-12. Room size, safety, and available workstations shall be considered in the assignment of pupils.

L. CONTRACT YEAR

1. The teacher's school year shall consist of one hundred eighty-four (184) days, or the hourly equivalent, on which attendance is required. One day at the beginning of the year shall be designated as the teacher work day. If there are optional workshops available, the teacher may choose to attend such workshops in lieu of individual teacher work time.
2. School Calendar – The Association shall be furnished a proposed school calendar in advance of the adoption of the calendar by the Board. Representatives of the Association shall meet with the superintendent before the adoption of the calendar by the Board, and shall have the opportunity to present its recommendations for the calendar to the school Board before such is adopted.
3. All scheduled days shall be during the regular workweek of Monday through Friday, exclusive of scheduled school holidays, unless otherwise mutually agreed upon. The proposed and adopted school calendar shall include the sequence of days to be designated as "make-up days".
4. The Board will continue to require staff to make up all work days beyond five (5) days, or hourly equivalent, that school is closed due to a weather related or other unplanned closing.
5. The Superintendent will have the discretion to assign make up days for students.

M. ACADEMIC FREEDOM

The Board expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

The private life of a professional staff member is not within the appropriate concern or attention of the Board except as it may directly/indirectly prevent the professional staff member from properly performing his/her assigned functions during the workday.

Each teacher is the final authority to grade students in his/her charge. A change of student's grade, either in an individual grading period or final course grade, without the teacher's written consent will occur only if it is demonstrated that grade was not calculated in a professional and intellectual manner. Notice of any change by any individual will be given, in writing, to the teacher, the student's parents, and the building principal, along with notice of the teacher's right to file a grievance.

N. CELL PHONE USE

Teachers shall have personal cell phones on silent or vibrate mode during student contact time and shall refrain from using them except in cases of emergency.

O. STUDENT DISCIPLINE

Teachers may assign detentions to students for classroom misbehavior that does not rise to the level of office referral. Examples include: excessive talking in class, being out of a seat inappropriately, minor horseplay, or other violations of a teacher's classroom rules (like no gum chewing). Detentions are to be served with the teacher who assigned the detention, on the teacher's time. This may be before school, during lunch, or after school.

P. TEACHER DISCIPLINE

1. Employee discipline shall include: a verbal warning with a written acknowledgement of the warning; a written reprimand; a suspension without pay for up to ten (10) school days which can only be imposed by the Superintendent; or termination in accordance with ORC 3319.16.
2. Discipline is normally to be progressive in nature. However, based on the severity of the offense, the Administrator or Superintendent may choose to skip any or all of the progressive discipline steps. The Administrator or Superintendent shall determine the severity of the offense and discipline to be imposed.
3. Before discipline is imposed, a teacher shall receive written notice of the nature of the offense and be provided an opportunity to meet with the appropriate Administrator or the Superintendent within five (5) days of receiving written notice. The teacher shall be permitted to be accompanied by a representative of his/her choice at the meeting.

4. Within ten (10) school days of the meeting, the Administrator or Superintendent will provide the teacher with a written disposition of the Administrator's or Superintendent's decision regarding the allegations against the teacher. If the Administrator or Superintendent requires additional time to make a decision, and/or to conduct further investigation, the Administrator or Superintendent will inform the teacher of the need for additional time within the ten (10) school day limit.
5. Discipline imposed by an Administrator can be Grieved. If the teacher wishes to Grieve the discipline, he/she must follow the grievance procedure stated in the current negotiated agreement.
6. Discipline imposed or upheld by the Superintendent can be Grieved. If the teacher wishes to Grieve the discipline, he/she must follow the grievance procedure stated in the negotiated agreement.
7. The parties may jointly agree to waive the timelines set forth in this Section.
8. If the employee is not disciplined for a period of three (3) school years starting from the most recent discipline imposed, the employee may request in writing that written reprimands be removed from his/her file. The superintendent shall consider the request. If the Superintendent denies the request, the employee may appeal the decision to the Board of Education. The Board of Education's decision shall be final and may not be appealed to arbitration or challenged in any court or administrative proceeding.

Q. PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

In those instances when constructive criticism is directed at specific employee of the District it should be understood that there is a proper procedure and/or "chain of command" that should be followed whenever possible. A person making a complaint, formally or informally, should be instructed to talk directly with the employee who is the subject of the complaint or their immediate supervisor. The employee shall have the right to respond, present facts, explain, or otherwise clarify the issues being disputed. If the individual(s) making the complaint are not satisfied they should then be instructed to file a complaint, in writing, to the appropriate building principal or the superintendent. The administrator will schedule a meeting for all parties. The employee shall be given the opportunity for explanation, comment, and presentation of facts as he/she sees them. If issues still exist after this meeting, individuals filing the complaint may request to speak to the Superintendent. A representative of their choice may accompany the employee in those circumstances when the matter being complained of may lead to discipline. If a written complaint is not filed, depending on the nature and severity of the issue, the District may be required to investigate.

ARTICLE V – GENERAL CONTRACT AGREEMENT

A. CERTIFICATION/LICENSURE

1. Each teacher is responsible to the superintendent through the building principal. The principal is responsible for determining and administering the rules and regulations for building under authority from the superintendent. Compliance with rules and regulations is expected.
2. The Board will consider as breach of contract:
 - a. Failure to carry out reasonable teaching duties assigned by the principal or superintendent.
 - b. Absence from assigned work which is not authorized by law, contract, principal, or superintendent.
3. Pay may be withheld if a teacher does not have adequate certification/licensure according to state standards or does not meet health regulations as promulgated by the state.
4. All certificates that were held as of the effective date of the contract or at the time of employment, whichever is later, will be renewed and continue in effect.

B. RESIDENT EDUCATOR/ENTRY-YEAR PROGRAM

A Resident Educator/Entry-Year Program shall be implemented in the Monroeville Local School District in accordance with the following provisions. Lead mentor(s) shall oversee the District's operation of the mentor teacher(s) and Resident Educator/Entry-Year program. A mentor teacher shall be assigned to each newly employed teacher (resident educator) employed under a resident educator license for all 4 years of the Resident Educator Program.

The responsibilities of mentor teachers shall be to provide professional support to a newly employed teacher following the guidelines and protocols of the Resident Educator Program as developed by the Ohio Department of Education.

No mentor teacher shall participate in any formal evaluation of an inductee, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee. All interaction written or oral, between the mentor teacher and the inductee shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Failure to follow this tenet shall

be grounds for immediate removal as a mentor without recourse to the grievance procedure or ORC 3319.16.

The mentor shall be selected according to standard hiring practices. Mentor qualifications include: Lead Mentors and mentors must have a five (5) year professional or permanent license or at least four years of teaching experience, taught two (2) consecutive years in the district and preferably has or will have training through the Ohio Department of Education Instructional Mentoring Program provided by the District.

A lead mentor or mentor teacher must have demonstrated above satisfactory teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.

Mentor teachers shall be issued a limited supplemental contract and be compensated at the rate of four percent (4%) of the base salary. The lead mentor will be compensated at the rate of six percent (6%) of the base salary.

All procedures within the Collective Bargaining Agreement pertaining to the posting and filling of vacancies shall be followed.

Training in mentoring, including the methods of assessment to be used by the State Department of Education, shall be provided to mentors at the Board's expense. Such training shall be in addition to any other professional leave to which the mentor may be entitled.

C. EXTRACURRICULAR-VOLUNTARY BASIS

Extracurricular assignments are on a voluntary basis only and will be compensated at the negotiated rate.

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee (LPDC) shall be formed pursuant to Ohio Revised Code 3319.22.

Committee Composition

The Committee shall consist of four (4) teachers selected by the Association and Administrators selected by the superintendent. One (1) such individual may be an employee of the local ESC. In the event of a vacancy, a replacement shall be selected by the party making the original appointment. In cases where a vote of the committee is required the association will have 4 votes and the administration will have 2 votes.

Terms of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one-half (1/2) of the terms expire annually. One-half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms.

Committee Operation

The Committee chairperson shall be selected by a majority vote of the Committee members. The Committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development Plan (IPDP).

Decisions shall be made by a majority vote of the Committee members present and voting.

The LPDC shall have the authority to establish its operational rules in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.

Meeting Schedule and Compensation

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 annually, the Committee shall post its meeting schedule in each building. Additional meetings may be scheduled as necessary. Committee members shall be paid \$20.00 per hour for Committee work performed outside the regular workday or work year, up to \$3,200.00 for the entire Committee per year.

Huron County Oversight Professional Development Committee

A teacher member shall be appointed annually by the LPDC to serve on the Huron County Oversight Professional Development Committee. This Oversight Committee shall act as the body to which a teacher or administrator may appeal the LPDC's decisions regarding the teacher's/administrator's IPDP based upon the rules established by the LPDC. In cooperation with Huron county ESC staff, the Oversight Committee shall process all necessary paperwork to the Ohio Department of Education as required for renewal of certificates/licenses.

E. PROFESSIONAL DEVELOPMENT

The Local Professional Development Committee shall be responsible for the selection, planning, and implementation of professional development activities sponsored by the local school district for all certificated/licensed employees.

This professional development shall be scheduled at least four (4) times during the school year with time provided through the early release or late arrival of students or one (1) full day.

Appropriate types of programs and/or activities may include, but not be limited to, grade level or department meetings, speakers, training relative to new curriculum or techniques, legally required in-service such as OSHA, ADA, CBE, etc., and other programs necessary to carry out the mission of the school district and meet the needs of the teachers and students. The total staff shall be polled annually to assist in determining the in-service needs of the staff and school district.

F. eLEARNING AND VIRTUAL LEARNING

The purpose of eLearning/Virtual Learning is to provide additional education opportunities for students attending Monroeville Local Schools. These modes of online learning (virtual or online within a classroom) shall not reduce the total number of bargaining unit members employed or adversely affect the workload, class size, and teaching schedule of another member of the bargaining unit. This position shall be a member of the bargaining unit.

The evaluation of the eLearning Instructor will be conducted according to the evaluation system per Ohio Revised Code/Ohio Department of Education. This position shall be considered an instructional position.

eLearning

eLearning may be used by a student or students in grades 9-12 who are in need of credit recovery while on campus due to failure of courses and/or assistance with state test remediation. Students in grades 9-12 would be scheduled into a class with an eLearning instructor to take courses for credit recovery and/or state test remediation during the school day. Students in grades 7-12 would have the opportunity to take summer courses for credit recovery and/or remediation.

The eLearning instructor is responsible for:

- implementing all online instruction for the use of credit recovery, remediation and/or home-instruction (virtual learning)

- ensuring that students achieve mastery in courses enrolled
- provide guidance, instruction and support to manage the learning process
- focus on students' individual needs

The instructor will use a district-determined online learning platform to provide individualized instruction, assign dates for work to be completed and work actively with students & parents to advance each child's learning. These courses can be assigned by semester or by full year.

A list of approved online courses to be used as electives, preparation for industry credentials or State Graduation Seals will be provided annually by the administration, curriculum director and guidance counselor, based on need and usefulness. These courses may or may not be supervised by the eLearning Instructor.

Monroeville Virtual Learning

Virtual Learning is to be used by a student or students in grades K – 12 who need to access academic instruction from an off-campus site due to special circumstances. These circumstances include, but are not limited to: an unexpected life-event, a medical condition, special needs for a student or at the discretion of administration.

The use of Virtual Learning will come after discussion with parents and administration has taken place to determine the best learning plan for a student.

Courses will be offered in semester or yearly increments from a district approved online learning platform.

These courses will be supervised by an eLearning instructor during the school day.

G. COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses/classes/programs (courses) to students in grades 7 through 12 in accordance with the following provisions:

1. The instructional preparation for and teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the vacancy/posting/teacher selection at Article IV G provisions of this Agreement. If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP program, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be

taught by non-bargaining unit members. Prior to offering in-District positions outside of the bargaining unit, the Board must first seek volunteers who would be willing to become properly credentialed.

2. No bargaining unit member shall be required to participate in the CCP program.
3. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member.
4. The District shall not include CCP courses in the observation or evaluation of a bargaining unit member. Further, no student data collected in conjunction with CCP course offerings shall be used in district teachers evaluation.
5. Prior to the beginning of each course, all bargaining unit members who participate in the CCP program shall be provided at least one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instructor. The bargaining unit member shall be paid his/her per diem rate of pay for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (e.g., mileage, meals, etc.).
6. All bargaining unit members who participate in the CCP program as teacher of record shall be provided at least one (1) professional leave and/or records day at the end of each semester in order to fulfill required administrative responsibilities.
7. Prior to a bargaining unit position being eliminated or reduced, due to the District's participation in the CCP program and/or online curriculum, the Association and the Board will meet to discuss the decision and procedure.
8. Each CCP course's class size shall be governed by the class size limits of this Collective Bargaining Agreement or the IHE requirements, whichever is lower.
9. No bargaining unit member shall be required to maintain or report attendance data for any CCP student that is not under their supervision.

H. FREE TUITION FOR DEPENDENTS

Dependents of bargaining unit member may attend the Monroeville Local Schools tuition free, regardless of place of residence. Non-resident bargaining unit members may enroll their children and other legal dependents in the Monroeville Schools tuition free up to the end of the first full week of October or any school year. However, if the Monroeville Board of Education offers open enrollment, the dependent of an employee

must enroll his/her child through open enrollment if space is available under the open enrollment guidelines established by the Board.

ARTICLE VI – REDUCTION IN FORCE

A. NEED TO REDUCE

When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district it becomes necessary to reduce the teacher work force, the reduction will be made only at the end of the school year in accordance with the following provisions:

The superintendent shall meet with the Association president to explain the need for RIF and exchange ideas and possible solutions.

Also, at this meeting, the Association will be provided with a seniority list of all employees.

B. SENIORITY LIST

Bargaining unit members will be placed on a seniority list in areas for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers serving under a part-time contract cannot replace a teacher serving under a full-time contract for a position, regardless of seniority.

C. DEFINITION OF SENIORITY

Seniority will be defined as the length of continuous service as a licensed/certified employee under regular teaching contract in the Monroeville Local School District.

1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
2. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - a. The date of the Board meeting at which time teacher was hired; then by
 - b. The date the teacher signed the initial contract in the district; then by

- c. The date the teacher's initial application was received.

D. METHOD OF REDUCING

1. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing individuals who are non-renewed due to unsatisfactory performance.
2. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members with continuing contracts within areas of certification/license.
 - a. Limited contract teachers shall be reduced first utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.
 - ii. Comparable evaluations as defined in this Agreement.
 - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 - b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - i. Certification/Licensure within the affected teaching field.
 - ii. Comparable evaluations as defined in this Agreement.
 - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.
3. Using the exclusive criteria in this provision, the district will establish the order in which member's contracts are suspended and will recall members in reverse

order if and when teaching positions become vacant or are created for which any such teachers are or become qualified.

4. The personnel records and all future references of those employees laid off pursuant to this agreement shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

E. COMPARABLE EVALUATIONS

1. Comparable evaluations shall be defined as:
 - a. Accomplished and Skilled are one category for compatibility purposes.
 - b. Developing is comparable to Developing and Ineffective is comparable to Ineffective.
2. A numerical rating to each category (Accomplished – 4; Skilled – 3; Developing – 2; Ineffective – 1). In years when Accomplished or Skilled are not evaluated, the same number will be assigned (e.g., either a “4” or “3” to match the rating from the last evaluation). A three (3) year average will be calculated and rounded up/down to the nearest whole number to determine into which category the teacher is assigned.
3. A change in teacher assignment as to grade level or subject area shall require an additional one (1) year of evaluation data before determining if such a teacher’s final summative rating is comparable. (In a RIF situation)
4. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence will be used.
 - a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - b. If additional reduction is necessary, full-time or part-time employee(s) shall be laid off within areas of certification, license, or entry-level requirements, in the following sequence:
 - i. Any bargaining unit member who is rated Ineffective.
 - ii. Any bargaining unit member who is rated Developing.
 - iii. Any bargaining unit member who is rated Accomplished or Skilled.

- c. Within each of the items (i), (ii), (iii), the evaluations shall be considered comparable as defined such that reductions shall be made in such a manner that the persons in those areas have the least seniority will be the first to be the suspended. Limited contract shall be suspended before continuing contracts.
- d. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- e. Layoff shall occur by suspension of contract.
- f. An employee to be laid off due to RIF shall be given thirty (30) days advance written notification prior to the end of the semester or the end of the school year of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

F. RECALL RIGHTS

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

After restoration of teachers with continuing contracts, those on limited contracts shall also be restored in the manner described above.

Any teacher whose contract has been suspended, if he/she has a limited contract, shall be deemed to have resigned if his/her contract remains suspended for a period of twenty-four (24) calendar months.

Nothing contained herein shall prevent the Board of Education from non-renewing contracts of limited contract teachers or of terminating contracts of continuing contract teachers following proper contractual and legal procedures.

Restoration rights for teachers whose contracts were suspended shall commence upon the effective date of the suspension.

No teacher new to the district will be employed until all properly licensed/certificated teachers on the recall list have been offered a contract for a vacant position.

During the restoration period, a teacher shall be eligible to have his/her insurance coverage continued, provided the teacher pays the premium.

The Board shall give written notification of recall by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board of any change of address. If a teacher fails to accept the position within ten (10) calendar days of the date of the mailing of the notice of recall by registered or certified mail, said teacher shall be considered to have resigned his or her employment and thereby terminating his or her employment contract with the Board unless there is good and just cause for the teacher's failure to respond. If good and just cause exists the teacher shall be returned to the recall list, and the Board may fill the vacancy with the next eligible person on the recall list, and, if none, then with whomever it chooses.

ARTICLE VII – LEAVE PROVISIONS

A. SICK LEAVE

1. Full-time employees shall earn one and a quarter (1 ¼) days of sick leave per month, credited at the end of the month for all employees. The sick leave shall be cumulative for all employees who were actively employed or on approved leave during the 1997-1998 school year.

A part-time employee will have his accumulative sick leave prorated and brought forward.

Employees shall be permitted to accumulate up to three hundred (300) days of sick leave.

2. Employees without accumulated sick leave shall be advanced (5) days sick leave at the time of their initial contract. Additional sick leave shall not accrue beyond five (5) days until the fifth month of the contract.
3. Employees who have sick leave credit which was earned in other Ohio School systems or public agencies shall receive credit according to the Revised Code of Ohio. A certificate from the administrative officer showing the place of employment, number of cumulative sick leave days, and all dates shall be presented to the treasurer of the Board of Education before any cumulative sick leave may be given for this reason. All accumulated sick leave earned outside Ohio in public schools may be certified.

4. An employee on an approved absence for more than his/her accumulated sick leave or absent for other than as granted in this policy statement shall receive salary deductions in accordance with the following formula:

Annual salary divided by the number of days in current contract year equals the amount of daily wages. Daily wage times the days of unauthorized absence equals the total deduction.

5. Acceptable reasons for sick leave with pay, with limitations as herein stipulated:
 - a. Personal illness, injury, or pregnancy.
 - b. Exposure to contagious disease which could be communicated to others.
 - c. Illness or injury in the employee's immediate family (mother, father, child, spouse, or parent-in-law) or those residing in the same household.
 - d. For purposes of those not residing in the employee's same household and who are daughter-in-law, grandparent, brother, sister, brother-in-law, legal guardian, or a person whom the employee can reasonably establish has stood in the same relationship, a limit of thirty (30) days per year.
 - e. A maximum of five (5) days sick leave may be used for the death of member of the immediate family unless additional days are granted by the superintendent.
 - f. One (1) day of sick leave may be used upon the death of a close friend, distant relative, or neighbor, not to exceed five (5) days per year.
 - g. An employee must furnish a written, signed statement on a form prescribed by the Board to justify use of sick leave exceeding five (5) consecutive days, or in those instances where the superintendent has reason to believe that an employee is falsifying sick leave.
6. No reduction from days of accumulated sick leave shall be made for such days when schools are closed due to severe weather or other emergency.
7. Sick leave may be deducted in one-eighth (1/8), one fourth (1/4), one-half (1/2), three-fourths (3/4), or one (1) day increments.
8. If no sick leave is taken during the current year, then the teacher shall receive a stipend equivalent to two (2) days of pay at the effective substitute rate. If only

one (1) sick leave day is taken during the current year, then the teacher shall receive a stipend equivalent to one (1) day of pay at the effective substitute rate.

9. Any teacher who has perfect attendance during the school year (has used no sick leave) will be given the option of not reporting for work on the last day of the school year. This day is defined as a teacher check-out day. The teacher must have completed all required tasks for the closing of the school year, and scheduled a time for check-out which is mutually convenient to the teacher and the principal or designee.

B. PERSONAL LEAVE

The superintendent may grant up to five percent (5%) of the staff personal leave on any given day. Personal leave may not be used the day before or after a legal school holiday or vacation day, or on professional development days. Employees must submit an electronic request for personal leave to the Superintendent two (2) days in advance of the requested leave date(s). Emergency situations will be handled on a case-by-case basis.

Each employee shall be entitled to three (3) days of personal leave per school year. Applications for personal leave shall be made electronically. Additional days of personal leave may be granted to an employee at the discretion of the superintendent.

At the end of each school year, teachers may convert any unused personal leave to sick leave.

C. ASSAULT LEAVE

Any service connected case of physical assault on a Board employee occurring on or off the school premises or during a school sponsored function shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault resulted in absence from duty for medical reasons, such absence shall be at no loss in pay to the employee who was assaulted and shall not be chargeable to sick leave to maximum of fifteen (15) days per member each school year.

Medical verification shall be furnished to the superintendent for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

Absences due to court appearance resulting from an assault shall be chargeable to assault leave.

If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

The member assaulted agrees to file charges against the individual who assaulted him/her and to cooperate fully with police and the administration in any investigation of an assault.

D. JURY DUTY

The Board will insure all employees against loss of pay occasioned by a call to jury duty.

Should an employee be called for jury duty, he/she shall report same to the superintendent. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance.

While on jury duty, employees are required to report daily their schedule of the following day.

That time spent on jury duty will not be charged against personal leave and will count as time on the job.

E. PARENTAL LEAVE

Leave Rights – A professional staff member may request a leave of absence without pay for maternity reasons to begin at any time between the commencement of pregnancy, or in the case of adoption, the receipt of custody and one (1) year after the child is born or in the case of adoption, the receipt of custody and one (1) year after the child is born or adopted. Such leave shall be for any period through the existing school year except that the return date shall be at the start of a grading period. This leave may be extended upon application and with the approval of the Board.

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

Time for Filing Application – Application for parental leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the parental leave.

Reinstatement Rights – Upon return from approved parental leave at the time set forth in the application for leave and provided the duration of the leave was less than a full school year, the professional staff member shall be entitled to reinstatement to the same position which she/he held prior to the leave. An employee who takes parental leave for an entire school year shall, upon return to duty, be entitled to a substantially equivalent position for which the professional staff member holds valid certification.

If the professional staff member desires to return to active service prior to the stated date of the application for leave, the staff member shall notify the superintendent in writing at least thirty (30) days in advance that an early return to service is requested and shall indicate the date upon which he/she wishes to return.

F. UNCOMPENSATED LEAVE

1. Purpose

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons and the district could benefit from the return of said employee.

Uncompensated leaves of absence for reasons other than those specified by statute may be granted for:

Study
Travel
Public service commitment
other as approved by superintendent

2. Eligibility

An employee shall have completed at least two (2) years of service with the district to be considered for uncompensated leave.

3. Application

Request for uncompensated leave shall be made to the superintendent at least thirty (30) days in advance of the desired start date whenever possible.

Special consideration will be given to emergencies, but in no case will leave be permitted to start at any time except the start of a semester.
All applications are subject to final approval by the Board.

4. Period of Leave

An uncompensated leave may be granted for a period of one (1) school year. An extension for one (1) semester shall be considered upon proper application. Renewal shall require clear evidence that the district's interests will not be adversely affected.

5. Commitment of Employee

The employee granted an uncompensated leave shall give notification to the Board as to his/her intentions at least thirty (30) days prior to the next semester when he/she is scheduled to return to service.

If said notification is not received, action may be taken to terminate employment.

6. Commitment of Employer

At the expiration of the uncompensated leave, the employee shall be offered a position for which he/she is qualified.

While on uncompensated leave for which FMLA does not apply, during the first eight (8) weeks of the leave, an employee shall be entitled to insurance benefits provided to his/her peers if he/she pays the premiums as set forth in this Agreement and the insurance carrier approves. After the eighth week, the employee will be responsible for paying fifty percent (50%) of the premiums.

The employee will bear sole responsibility for the purchase of STRS credit during uncompensated leave.

G. PROFESSIONAL LEAVE

Each school year provision will be made to permit employees to attend professional meetings, workshops, conferences, or visitations. The Board shall appropriate at least ten thousand dollars (\$10,000.00) each fiscal year for professional leave expenses of bargaining unit members. However, grant money will be exhausted before the Board is required to begin paying from the ten thousand dollar (\$10,000.00) appropriation. In addition, substitute teachers will be paid by the Board of Education. It is the responsibility of each staff member to make and pay for their own travel and hotel accommodations.

Expenses will be reimbursed upon submission of itemized receipts. Credit card statements will not be accepted.

All Professional Leave forms required for attending any of the above activities shall be turned in to the superintendent at least five (5) work days prior to the conference and shall state the number of school days, if any, which will be missed by attending the conference.

Attendance at any activity for which the Board will pay expenses will not be charged against sick leave or personal leave.

All expenses should be kept to a minimum. A reimbursement form, hotel or motel invoices, and receipts for all reimbursable items must be submitted to the treasurer before reimbursement will be made. No payments will be made in advance. Reimbursement is for actual expense only.

The following rates will apply for approved activities of all employees.

Unless special conditions exist, trips must be within a radius of six hundred (600) miles.

Registration

Actual expense

Transportation

By plane or train or bus – full amount or lowest class or fifty cents .50 per mile for auto travel, whichever is less. Whenever possible, participants should share the ride with other persons attending the same meeting, in which case the amount allowed shall be prorated.

Lodging

Full amount for a single room up to one hundred dollars (\$100.00).

The same if accompanied by spouse.

Whenever possible, participants should share accommodations with others in order to reduce costs.

No lodging expenses for the night preceding a convention or meeting which begins no later than 9:00 a.m. and which is within one hundred twenty-five (125) miles of Monroeville will be allowed.

Meals

Thirty-five dollars (\$35.00) per day.

For meetings which involve only one (1) banquet meal, a maximum of twelve dollars (\$12.00) will be allowed.

Professional Organization Meetings

Meetings and conventions which are held to carry on the business of an organized group are not included as Board supported activities. Delegates to such meetings must seek to have their expenses paid by the organization which sends them (OEA, NEA, OSPA, etc.). Such delegates or participants, if their absence from school on a school day has been authorized, will not lose any wages and the cost of any necessary substitute will be paid for by the Board (and the absence will not be counted as personal reasons).

Extracurricular Activities

All extracurricular persons may use two (2) days of professional leave for clinics of their choice. If attendance is approved, the time will not be charged against personal time. Extracurricular activities must be requested and will be reimbursed the same as professional leave.

Activities whose major topic or purpose deals with the extracurricular activities program of the school will have the costs of participants paid by the activity fund involved. Substitute expenses will be paid for by the Board of Education.

Supplemental activities related to the regular teaching assignment (exclusive of PE and HPE assignments) will be paid out of the general fund (e.g., band director that also serve as band instructor can be reimbursed from the general fund.)

H. FAMILY AND MEDICAL LEAVE

1. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act, or any revisions to the act, of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement. The Monroeville Local Schools Board of Education agrees to provide leave in accordance with the final rules promulgated under the act and revisions to the act.
2. A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee. Leave may be taken for the following situations:

- a. a serious health condition of the employee that makes the employee unable to perform his/her job;
 - b. the birth and first year care of a child;
 - c. to care for a child, spouse, or parent who has a serious health condition;
 - d. the adoption or foster placement of a child.
3. Once the unpaid leave has commenced, the employee shall not be allowed to switch to another leave.
4. Eligible employees shall be those employees who have worked for the school district for at least one (1) year and who worked for at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.
5. Employees who take leave under this provision are entitled to the continuation of all insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium contribution for insurance as would be paid by the Board if the employee were working.
6. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same or equivalent position he/she occupied prior to the leave.
7. The taking of a leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced, nor shall such leave affect the seniority of such employee.
8. Alleged violations of this provision shall be resolved only through Article III (Grievance Procedure) of this contract.
9. Employees may use up to six (6) weeks of their accumulated sick leave at the conclusion of a pregnancy. This applies to both male and female employees ("maternity" or "paternity" leave).
 - a. Maternity/Paternity leave for employees without accumulated sick leave is unpaid.
 - b. "Bed rest" during the pregnancy, or extended leave, does not subtract from the maternity leave and will be treated as regular sick leave if ordered by a doctor.

- c. Employees who exceed six (6) weeks of leave without doctor's orders, or have no accumulated sick leave, will fall under the provisions of the Family and Medical Leave Act.

I. CATASTROPHIC LEAVE

1. Individual employees may donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
2. A committee, composed of two (2) Board-appointed members, two (2) Association-appointed members, and a mutually agreeable fifth member, will make a determination based on the following criteria. The Chair of the committee shall be designated by the Superintendent.
 - a. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave, advanced sick leave, and all forms of paid leave.
 - b. The total use of the Catastrophic Leave Assistance Program shall not exceed the employee's current contract or current school year, nor shall it exceed sixty (60) days.
 - c. The maximum number of donated days an individual may receive will be determined on a case-by-case basis by the leave committee.
 - d. All requests will be subject to the responses of the bargaining unit members who wish to make donations to an individual approved by the committee.
 - e. All donations of sick leave by staff members will remain confidential to the extent permitted by law and must be submitted to the Treasurer on the proper form.
 - f. Employees requesting consideration for the Catastrophic Leave Assistance must complete the request on the proper form and submit one (1) copy to the Superintendent and one (1) copy to the Association President. The forms will be made available through the central office.
 - g. Activation of the program shall require a majority vote of the committee.

- h. Denial of a request for donations is not subject to the grievance procedure.
- i. Donated leave may not be used for routine pregnancy, injuries related to personal drug or alcohol use, or a chronic injury/disease that is not life threatening or is manageable (e.g., high blood pressure, diabetes, etc.).
- j. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- k. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.
- l. The applicant shall provide medical documentation of the need for donated leave.
- m. Examples of a catastrophic illness or injury include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over twenty percent (20%) of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.
- n. If eligible, applicant must also apply for disability retirement.

ARTICLE VIII – INSURANCE PROVISIONS

A. **MAJOR MEDICAL AND PRESCRIPTION DRUG COVERAGE**

The Monroeville Board of Education shall make available group medical and prescription drug coverage for licensed/certificated personnel. The coverage shall include best practices required by Ohio law.

The Board will assume eighty-five (85%) of the premium for the hospitalization/major medical program.

Coverage is to apply and include family members of each employee as defined by such insurance plan.

B. DENTAL INSURANCE

The Monroeville Board of Education shall make available a dental plan for licensed/certificated personnel and eligible family members as defined by the plan.

The Board will assume eighty-five percent (85%) payment of the premium.

C. LIFE INSURANCE

1. The Board agrees to pay for a twenty-five thousand dollars (\$25,000.00) group term life insurance policy including double indemnity for accidental death and dismemberment for all certified teachers.
2. Life insurance shall be provided for all certified employees for the following amounts and conditions:
 - a. Twenty-five thousand dollars (\$25,000.00) of term life insurance shall be provided to each employee.
 - b. Twenty-five thousand dollars (\$25,000.00) of accidental death and dismemberment shall be provided to each employee.
 - c. Employees may elect to take just the life insurance.
 - d. The Board will pay one hundred percent (100%) of the total premium.
 - e. The death benefit reduces according to the age reduction schedule shown in the policy.

D. WAIVER OF INSURANCE

Bargaining unit members may elect not to be covered under the group medical, prescription drug, and dental insurance plans. In consideration of the waiver of this insurance coverage, the bargaining unit member shall be entitled to one of the following options:

1. An employee who declines family coverage will receive one thousand five hundred dollars (\$1,500.00) divided into two (2) equal semi-annual payments.
2. An employee who declines single coverage will receive seven hundred fifty dollars (\$750.00) divided into two (2) equal semi-annual payments.

The above referenced semi-annual payments shall be issued to an employee at the time of the second pay date in the months of February and August. Employees who work

less than full-time shall receive such payment on a prorated basis. Such compensation shall not be subject to STRS contributions.

To be eligible for this payment in lieu of participation in the group medical insurance plan, an employee must waive his/her right to coverage in the initial year of the waiver and this agreement shall then remain in effect each following year unless or until enrollment changes are made by the employee. When an employee is hired prior to the start of the school year, this waiver will be taken care of during the hiring process and be complete by August 31.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who has dependents and who elect coverage will be covered by one family insurance plan, with the Board paying eighty-five percent (85%) of the premium.

A bargaining unit member who is married to another bargaining unit member as husband and wife and who have no dependents and who elect coverage shall each be covered under a single plan.

An employee's waiver of insurance coverage shall remain in effect for the duration of their employment unless the employee makes a change to their plan. However, any employee who has elected to participate in this insurance waiver option and during the year loses insurance coverage through death, divorce, job loss, layoff, or any other event outside the employee's control shall be provided Board insurance coverage immediately upon notification to the treasurer. In such circumstances, the payments for waiver of insurance shall be prorated.

Bargaining unit members who have participated in this waiver for at least one (1) year may apply for return to insurance coverage effective with the start of the school year.

ARTICLE IX – EXTRACURRICULAR SALARY SCHEDULE

- A. Supplemental contracts will be issued to teachers for non-teaching duties and responsibilities which are approved by the Board of Education and which involve the teacher's time beyond the school day or teaching contract year. The approved list is below.

Supplemental contract payments shall be paid in two (2) equal installments (providing necessary paperwork is on hand) (see below):

First pay in October – first half Fall Sports

First pay in December – second half Fall Sports, first half Advisors, first half Winter Sports

First pay in March – second half Winter Sports

First pay in April – first half Spring Sports

First pay in June – second half Advisors, second half Spring Sports

- B. A full teaching load is defined as one that has all periods of the day assigned to study hall, teaching, or supervising duties with one (1) period for planning or conference.
- C. Supplemental contracts are LIMITED contracts and will be filed in accord with the district's best interest, as determined by the Superintendent. Tenure never applies. The parties intend to waive the notice and other requirements set forth in ORC 3313.53. When a vacancy occurs, qualified staff members shall be given first consideration.
- D. Supplemental contracts for all activities will be calculated by using the bachelor's degree as the base and experience in position for increment steps. Experience at any other equal level and/or at a higher level is counted. Experience shall be determined by the athletic director and the superintendent for sports and by the building principal and the superintendent for all other activities.
- E. A bargaining unit employee's performance of contracted supplemental duties may not adversely affect personnel decisions regarding the employee's regular employment.

POSITION

% OF BASE SALARY

ATHLETICS

Athletic Director.....	23.0
Event Manager.....	5.0
Football	
Head.....	11.5
Assistant (4).....	9.0
Junior High (2).....	5.0
Conditioning Director (3).....	3.0
Basketball	
Head (2).....	11.5
Assistant (4).....	9.0
Freshman.....	5.5
Junior High (4).....	5.0
Wrestling	
Head.....	11.5
Assistant.....	5.5
Junior High.....	4.0
Junior High Assistant.....	3.0*
Track	
Head.....	11.5
Assistant (2).....	4.0
Junior High (2).....	4.0
Baseball	
Head.....	11.5
Assistant.....	4.0
Girls Softball Head.....	11.5
Girls Softball Assistant.....	4.0
Cross Country	11.5*
Golf Coach.....	6.0
Volleyball	
Head.....	11.5
Assistant.....	9.0
Varsity Assistant.....	9.0
Junior High (2).....	5.0
Cheerleader	
Varsity Advisor.....	7.5
Assistant Advisor.....	3.0
Head Junior High.....	1.5
Assistant Junior High.....	1.0

*Jr High wrestling must have at least eight (8) participants.

*Cross Country Head Coach coaches the Junior High.

ARTS

Band Director.....	10.5
Flag Corps.....	1.5
Majorettes.....	1.5
Dance Team.....	4.5
Choir Director.....	5.0
Productions	
Co-Director (HS).....	5.0
Co-Director (HS).....	5.0
Instrumental Production Director.....	1.0
Monroeville on Display Coordinator.....	1.0

ADVISORS

Academic Challenge.....	2.5
Academic Challenge - Elementary.....	2.0
Class Advisors	
Senior	
Head.....	2.0
Assistant (2)	1.0
Junior	
Head.....	2.5
Assistant (2).....	1.5
Sophomore.....	2.0
Freshman.....	1.5
7 th /8 th grade (Junior High).....	1.0
Elementary Student Council.....	1.0
FFA.....	7.5
Friday School.....	\$25.00 per hour
Junior High Yearbook.....	1.0
Library Club (Elementary).....	2.0
Media.....	2.0
Model UN.....	2.0
National Honor Society.....	2.0
Pre-school Help Me Grow.....	\$25 per hour cap at \$500
Renaissance (2).....	2.0
STEAM Club Advisor (2)	1.5
Summer School.....	\$22.00 per hour
Team Leader.....	1.0
Tutors (other than LD).....	\$25.00 per hour
Van Driver (transportation of students).....	\$14.00 per hour
Yearbook.....	6.0
Young Authors (2).....	1.0

- F.
1. The Monroeville Board of Education shall have the authority to create positions under this article. If a new position is created, the Board of Education shall negotiate with the MTA covering the rate of compensation.
 2. The Board of Education has the right not to fill supplemental positions based upon demonstration of financial exigencies or inadequate student enrollment.
 3. All supplemental duty contracts shall be one (1) year limited contracts and shall expire on April 30 or at the end of the student activity, whichever is later. However, the employee holding the supplemental position shall be rehired for the supplemental position the following school year, unless the employee has notified the superintendent of their intent to give up the position or the Board has notified the employee of the Board's intent to not re-hire the employee on or before June 1. If the employee does not notify the Board that they do not wish to be rehired or if the Board does not notify the employee by June 1 that they will not be re-hired, then the employee's supplemental contract will be renewed.
 4. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the treasurer within a reasonable amount of time after issuance.
 5. Payment of supplemental contract stipends shall be at the employee(s) requested rate of deductions for tax purposes, unless prohibited by IRS.
 6. In addition to his/her supplemental contract, the athletic director shall be employed on a full-time teaching contract. During the teacher workday the athletic director shall be scheduled for not less than the equivalent of three (3) periods per day for athletic director responsibilities and shall not be assigned other duties during this time period.
 7. Employees may request to share the responsibilities of a co-curricular or extracurricular position. At the time such request is submitted, the employees shall indicate in writing an agreement regarding the sharing of the compensation for such position. All such requests are subject to final approval by the Board.
- G. The administrator who conducts the annual evaluation for extracurricular performance shall meet with the employee to review the evaluation and shall provide the employee with a copy of the written evaluation. Within four (4) workdays after the evaluation conference the employee may write a rebuttal to the evaluation which shall be attached to the copy of the evaluation that is placed in the employee's personnel file.

ARTICLE X – SALARY AND REIMBURSEMENT

A. SALARY SCHEDULES

1. Effective July 1, 2021, the starting salary on the teachers' salary schedule shall be \$33,686.00. (See Appendix D-1 for salary schedule index and D-2 for the salary schedule for the 2021-22 school year.)
2. Effective July 1, 2022, the starting salary on the teachers' salary schedule shall be \$34,360.00. (See Appendix D-1 for salary schedule index and D-3 for the salary schedule for the 2022-23 school year.)
3. Effective July 1, 2023, the starting salary on the teachers' salary schedule shall be \$35,047.00. (See Appendix D-1 for salary schedule index and D-4 for the salary schedule for the 2023-24 school year.)
4. The column labeled Master's (MA) +30 shall be defined as semester hours earned after the awarding of the master's degree. Any hours earned after the master's degree must be at the graduate level from an accredited college of education in the employee's area(s) of certification, in the field of education, and approved by the LPDC.
5. Step 33 is being added to the index and pay scale beginning with this 2021-22 school year and thereafter.

B. SALARY PROVISIONS

Movement between columns will occur and will be effective for the entire school year if a bargaining unit member files an official transcript (or other evidence of completion of course work such as an official grade slip form the university) on or before September 1 of a given school year. If, however the official transcript is not on file with the treasurer by October 1, such advances and higher pay will be subtracted from future pays until balance is rectified.

An employee will be placed in the appropriate column effective with the second semester if an official transcript or other evidence of completion of course work is filed after September 15 but on or before January 15 of a given school year.

Part-time bargaining unit members shall move up one (1) experience step annually if contracted for one hundred twenty (120) days or more per year with the Monroeville Board of Education.

Bargaining unit members who hold LD tutoring positions shall be paid according to the negotiated salary schedule for certified personnel and are entitled to all other rights and benefits provided for in the negotiated agreement.

C. TUITION REIMBURSEMENT

The Monroeville Board of Education shall reimburse members of the certified staff for tuition. All such college courses shall be part of an Individual Professional Development Plan and shall have been approved by the LPDC.

Any college course work that is part of the plan must be at the graduate level. Reimbursement will be granted only for a grade of B or higher. Copies of transcripts or grade reports must accompany requests for reimbursement.

Staff members on leave of absence shall not qualify for reimbursement. No reimbursement is made to staff who have left the employment of the Monroeville Schools.

The tuition reimbursement fund shall consist of:

1. A pool of fifteen thousand dollars (\$15,000.00) yearly to be used for reimbursement of tuition for graduate classes. No individual may be reimbursed more than seven hundred dollars (\$700.00) yearly from this fund or be paid more than the actual cost of the course. Funds shall not be cumulative.
2. The tuition reimbursement will be made as soon the individual turns in all necessary paperwork.
3. If the amount of tuition reimbursement requests exceed fifteen thousand dollars (\$15,000.00), then the amount of reimbursement will be prorated. The amount will be determined by dividing the amount of the pool by the number of staff requesting reimbursement. If the actual cost of the class is less than seven hundred dollars (\$700.00), the amount will scaled to reflect the ratio. (Ex.: Cost of class = \$400.00; the reimbursement will be $[400/700][\text{amount reimbursed}]$).
4. The pool will reimburse expenses for tuition of approved graduate classes upon submission of the approved documents.
5. Requests for reimbursement must include:
 - A copy of the IPDP
 - A copy of the Approval of Professional Development form
 - A copy of the transcript or grade report showing the course completed and grade received

- Documentation of the cost of the class (invoice, brochure, etc.)
- A requisition

D. SEVERANCE PAY

1. Any bargaining unit member of the Monroeville Local Schools who has had five (5) or more years of current, consecutive years of service in the Monroeville Local Schools District and ten (10) or more years of public service at the time of retirement or death is eligible to be paid in cash (or to estate) for a total of one-fourth (1/4) of the accrued unused sick leave. For purposes of this provision, a break in service of up to one (1) year due to unpaid leave or disability retirement shall not break the five (5) consecutive years requirement.
2. The maximum payment which may be made shall be for one-fourth (1/4) of the accumulated sick leave to a maximum reimbursement for sixty-six and a quarter (66 1/4) days.
3. Severance pay will be issued to such employee, whose effective date of retirement with the State Teachers Retirement System of Ohio is within ninety (90) days from the last paid day of service, upon presentation of proof of actual retirement by the employee from STRS. Such payment shall eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made once to an employee. Such payment shall be made no later than thirty (30) calendar days after presentation of proof of retirement from the State Teachers Retirement System.

E. STRS PICK-UP WITH REDUCTION

The Board of Education of the Monroeville School District herewith agrees with the Monroeville Teachers Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall equal the total mandatory employee contribution as established by STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall remain effective and shall apply to all compensation including supplemental earnings thereafter.

F. PAYCHECKS

1. Twenty-Six Pay Periods (Twenty-four (24) pay periods will start 2022/23)

The total amount of a teacher's salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter.

An employee who resigns or retires effective on the date preceding the first day of the next school year or who is non-renewed or who is released due to a reduction in staff may continue to receive his/her pay according to the twenty-six (26) or twenty-four (24) installment plan with continuation of all fringe benefits or may elect to receive the balance of the salary due in one lump sum less the employee's monthly contribution of his/her insurance premiums, which would also result in the continuation of all fringe benefits.

2. Distribution of Paychecks

All employee pay will be in form of direct deposit to a bank connected with the automatic clearinghouse. The equivalent of a paycheck stub (called a "pay slip") will be distributed to the employee. All pay slips will be distributed electronically using the employee kiosk.

G. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

A Labor-Management Relations Committee (LMRC) is made up of 4 members. The union President and another union member. The Superintendent and a building administrator. They will meet once monthly to discuss building/district concerns.

The LMRC shall have no authority to adjust grievances or alter the terms of this agreement or an individual's employment contract nor to abridge management rights.

H. BACKGROUND CHECKS

The Board of Education agrees to reimburse any bargaining unit member the cost of their mandatory BCI and/or FBI background checks.

I. TEACHER PROFESSIONAL ORGANIZATION

Consistent with Rule 3307-6-01 of the Ohio Administrative code, the Board will pay a stipend to the Association President, Vice-President, Secretary, Treasurer, two (2) Building Association Representatives (A.R.) and other positions as designated by the Association. The total number of individuals receiving payments shall not exceed eight (8) in number. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. Payment by the Board will be made on an annual basis to be paid with the first (1st) pay of April of each year. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs. (STRS, Medicare, and Worker's Compensation costs).

ARTICLE XI – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EXCLUSIVE RIGHTS

Recognition of the Association as bargaining agent shall entitle the Association to certain exclusive rights while the bargaining agent. These rights shall include.

1. The right to use the school buildings and facilities in order to conduct Association business so long as regulations pertaining to the use of such buildings and facilities are observed.
2. The right to use, upon yearly written notice, school office equipment, including computers, AV equipment, etc., when such equipment is not otherwise in use. Supplies, used in connection with such equipment shall be furnished and paid for by the Association. Except for normal "wear and tear," in the event of damage or breakage, the Association shall be responsible for repair or replacement.
3. The right to use the inter-school mail system to distribute materials, excluding partisan political matters.
4. The use of bulletin board designated for Association business. No partisan political material shall be placed on such bulletin board.
5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and administration.

6. The right to allow representatives to call meetings of Association members within the building before or after the student day.
7. The right to make announcements at the end of school faculty meetings. Upon notice to the appropriate administrator, three (3) minutes of time will be allotted.
8. The right to hold Association meetings, to be limited to forty-five (45) minutes each, on either or both teacher workdays at the beginning and closing of the school year.
9. The Association president and the Union consultant shall have the right to visit schools. The Association president need not obtain permission for visits before or after student hours or during lunch. Either prior to or immediately upon the arrival of the representative at any school, the representative shall advise the principal, or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of said administrator to make the visit.

Such permission shall not be denied but may be delayed, only if the visit, at the time desired, would interfere with the regular teaching duties of the professional staff member(s) to be contacted. Visits that are made to discuss special problems of a professional staff member(s) with the principal must be arranged in advance with the principal, or, in the principal's absence with the acting building administrator.

B. ASSOCIATION RIGHT TO INFORMATION

The Board recognizes that the Association has the right to obtain information. The Association president shall be provided with:

1. Copies, upon request, of all Board of Education agendas and appendices by inter-school mail by 12:00 noon the day of the Board meeting. This provision shall not apply to emergency Board meetings and shall not apply to the amendment of the agenda at the Board meeting.
2. Advance notice of any regular or special Board meeting before or at the same time as the news media is notified.
3. Copies of the official minutes of all Board meetings within forty-eight (48) hours after such meeting where the minutes have been approved by the Board.

4. Copies of the following forms:
 - a. Training and experience grid of all employees in the bargaining unit
 - b. Monthly Treasurer's Report
 - c. Appropriation Resolution
 - d. Amended Certificate of Estimated Resources
 - e. Adopted Budget

Such Copies shall be given to the president of the Association as soon as it is feasible after such forms are filled with the agency required by law (if applicable).

5. A place on the agenda of all regular Board of Education meetings to be used by the Association to communicate with the Board.

C. PAYROLL DEDUCTIONS

The following payroll deductions shall be at no cost to the professional staff member:

1. Association Dues – MTA, OEA, NCOEA, NEA
2. Department of the Ohio Education Association as found on the yearly enrollment forms
3. Savings Bonds
4. Annuities- minimum of five (5) Union member or more
5. Credit Union
6. EPAC
7. United Fund Appeal
8. Income Protection
9. Norwalk Rec Center

Teachers may, prior to the first payment of the new contract year, or upon employment, sign and deliver to the treasurer and authorization form requesting deduction for membership dues assessments of the Association and its affiliates. Such authorization shall continue in effect from year to year unless a teacher gives written revocation notice to the treasurer of the Board to discontinue such deduction prior to September 15 of any school year, or employment with the Board terminates.

D. DISTRIBUTION OF AGREEMENT

1. Within thirty (30) days after this agreement is signed, copies of this agreement shall be ordered. The Association shall take the responsibility of having the agreement typed. The Board shall take the responsibility and pay for the cost of duplication.
2. The Board and Association shall have the opportunity to proofread and approve the agreement before and after printing.
3. The Association shall be forwarded one (1) copy for each bargaining unit employee plus ten (10).
4. Newly hired employees during the period of this master working agreement will be furnished a copy of this agreement by the Association.

- E.
1. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership/non-membership in the Association or in any of its activities.
 2. Unless clearly delineated and/or restricted herein, all professional staff members shall maintain their rights under the law.

ARTICLE XII – FAIR SHARE FEE

(Should the *Janus v. AFSCME* decision be reversed, the following provisions shall become operable to the extent such provisions are consistent with any United States Supreme Court decision or other legal action without the need for the parties to negotiate.)

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

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

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by

the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Fee Payors

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

- a. Sixty (60) days in a bargaining unit position (which shall be the required probationary period);
- b. January 15

2. Upon Termination of Membership During the Membership Year

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

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

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

- F. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. The Association on behalf of itself and the OEA and NEA agrees to indemnify and hold the Board harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs incurred as a result of the implementation and enforcement of this provision provided that:
 - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.
 - 2. The Association shall reserve the right to designate counsel to represent and defend the employer. However, the Board may reject the counsel selected by the Association.
 - 3. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE XIII – MANAGEMENT RIGHTS

Except as otherwise agreed in this master contract, the Board retains all rights and responsibilities it has according to law which include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE XIV – EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the board may consider and employ retirees for any such vacancy upon the recommendation of the superintendent.
- C. Any retire rehire teaching staff employed prior to July 1, 2017 will remain at Step 10 for the duration of their employment in the district. Beginning July 2, 2017 any new teaching staff retire rehire will be placed at step 0 of the appropriate training column, as agreed to by the Board and the retiree, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be prorated based upon a full workday.
- D. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the superintendent. A retiree is not eligible for a continuing

teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC 3319.11 and 3319.111. Article IX of the negotiated Agreement and ORC 3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the superintendent's discretion.

- E. A retiree shall accumulate and may use sick leave in accordance with the negotiated Agreement, but shall not be entitled to severance pay under Article X of the negotiated Agreement or under law upon conclusion of employment as a retiree.
- F. A retiree is entitled to participate in insurance in accordance with law.
- G. A retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article VI of the negotiated Agreement or under ORC 3319.17.

ARTICLE XV – PROFESSIONAL DRESS AND APPEARANCE

Teachers are expected to dress appropriately for their assignment and conduct themselves professionally. Therefore, teachers are to be physically clean, neat, and well-groomed. Teachers shall appear at work in dress that is considered at least "business casual." Designated "jeans days" or "t-shirt days" are the exception. Tattoos of any kind are to be covered when possible.

ARTICLE XVI – EFFECTS OF CONTRACT

A. **DURATION**

This contract shall become effective July 1, 2021, and shall remain in full force and effect through June 30, 2024, both dates inclusive.

B. **SIGNATURES**

FOR THE ASSOCIATION:

FOR THE BOARD:

Association President

Board President

OEA Labor Relations Consultant
SERB Agent of Record

Superintendent

MONROEVILLE LOCAL SCHOOLS
COACH'S EVALUATION FORM
SUPPLEMENTAL CONTRACT - YEAR _____

Name School Position

I. Professional and Personal Responsibilities:

		S	P	US	NO	NA*
1.	Cooperates with Building Principal					
2.	Cooperates with the Athletic Director					
3.	Rapport with Coaching Staff of the school					
4.	Relationship with Participants					
5.	Relationship with Student Body					
6.	Relationship with Faculty					
7.	Relationship with Parents and Community					
8.	Relationship with News Media					
9.	Relationship with Game Officials					
10.	Relationship with Opponents					
11.	Conduct during events/games					
12.	Conduct during various school functions					
13.	Ability to motivate staff and players/students toward desired goals					

Item # _____
Item # _____
Item # _____
Item # _____
Item # _____

II. Coaching and related areas:

	S	P	US	NO	NA*
Caliber and Quality of Instruction/Leadership					
Teaches fundamental skills					
Handling of emergencies					
Care of and return/inventory of equipment					
Supervision of participants and group discipline					
Organization of practice sessions					
Pre-planning					
Supervision of managers					
Management of budget					
Follows purchasing procedures					
Organization					
Follows District and League Policies					
Willing to devote time and energy to duties					
Maintains calm, professional manner in a crisis					
(public)					
(private)					

Comments on above items:

Item # _____
Item # _____
Item # _____
Item # _____
Item # _____

*Code: S=SATISFACTORY P=PROBLEM US=UNSATISFACTORY NO=NOT OBSERVED NA=NOT APPLICABLE

COACH'S EVALUATION FORM
SUPPLEMENTAL CONTRACT
YEAR _____

III. Related Information:

- 1. Areas of Strength

- 2. Areas Needing Improvement

- 3. Recommendations

Equipment properly stored and inventory _____
along with list of participants who have outstanding items to return _____

Signature of Coach

Date

Signature of Athletic Director

Date

Signature of Principal

Date

TEACHER LIBRARIAN – SCHOOL LIBRARY MEDIA SPECIALIST EVALUATION

Name: _____

School: _____

Date: _____ Time: _____

District Level Assignment: _____

Certification Status: _____

Rating Scale

- N/A – Not Applicable
- 1 – Above Expectations
- 2 – Meets Expectations
- 3 – Needs Improvement
- 4 – Unsatisfactory

Essential Functions	Rating	Comments
1. Maintains records as required by district policy; maintains professional ethics.		
2. Develops and implements policies and procedures for the operation of the building library media center including the use of all media, equipment, and facilities.		
3. Considers state, national, and regional standards, as well as other guidelines in establishing a philosophy and in planning long and short-term goals.		
4. Communicates with staff, students, administrators, and parents/guardians regarding the library media center program and invites their involvement.		
5. Prepares, justifies, and administers the library media center budget under the direction of the appropriate supervisor(s).		
6. Provides procedures for preview, evaluation, selection, and purchase of library materials and equipment.		
7. Provides procedures for evaluation, withdrawal, and discard of library materials and equipment.		
8. Demonstrates knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process.		
9. Catalogs and classifies materials according to a nationally recognized system.		
10. Organizes and maintains records of acquisition, circulation, inventories of media and equipment, and other statistics for use in reporting, planning, and evaluating the library program.		

11. Prepares bibliographies, lists, or indexes as needed and otherwise informs students and faculty of new and appropriate materials.		
12. Counsels with and gives guidance to students in reading selection.		
13. Assists the faculty by suggesting the use of creative, multi-media methods and participation in the evaluation of such approaches.		
14. Develops students' informational, technological, and digital literacy skills by collaborating with teachers in the development of age-appropriate learning activities.		
15. Assists the faculty in their selection from a variety of media to accomplish specific learning objectives and specific needs.		
16. Plans student and staff orientation and in-services when needed.		
17. Works with faculty members in the development, implementation, and evaluation of programs.		
18. Keeps current in the library media field by reading journals and professional books, attending workshops, conferences, and membership in professional organizations.		
19. Conducts and annual evaluation for the purpose of redefining library polices, goals, and services.		
20. Trains and directs the work of aides and student assistants in the library.		
21. Promotes acceptable library conduct of students.		
22. Arranges frequently changing media-related displays and exhibits likely to interest the library patrons.		

Evaluator's Comments:

Evaluator's Recommendations:

Signature of Evaluator

Date

Signature of School Librarian

Date

MONROEVILLE LOCAL SCHOOL DISTRICT

JOB DESCRIPTION

TITLE:	Classroom Teacher
REPORTS TO:	Principal, Local Superintendent
EMPLOYMENT STATUS:	Full-time/Part-time
FLSA STATUS:	Non-exempt
QUALIFICATIONS:	<ol style="list-style-type: none">1. College or university degree(s)2. Appropriate and valid Ohio teaching certificate3. Good health4. Demonstrates a sincere desire to aid all students.
GENERAL DESCRIPTION:	<p>To effectively conduct a high level of instruction and provide an acceptable learning environment for each student as evidenced through classroom observations.</p> <p>Help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth.</p> <p>Directs and evaluates the learning experiences of the students in activities sponsored by the school.</p>
PERFORMANCE RESPONSIBILITIES:	<ol style="list-style-type: none">1. Written lesson plans must be available as required by state regulations.2. Utilize all scheduled classroom time for instruction and supervised study.3. Require academic excellence and appropriate behavior from each student during the school day and during voluntary duty (i.e., athletic contests, Christmas plays, dances, etc.).4. Execute any professional tasks as required by an administrator during the workday including monitoring the halls, cafeteria duty, supervising assemblies.5. Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.

- 6. Assess the accomplishments of students on a regular basis and provide progress reports as required.
- 7. Develop reasonable rules of classroom behavior and procedures consistent with district policy and administrative regulations.
- 8. Take all necessary precautions to protect students, equipment, materials, and facilities.
- 9. A teacher shall not permit a student to leave the school grounds under any circumstances except as approved by the principal.
- 10. Maintain records as required by district policy.
- 11. Demonstrate knowledge of subject matter.
- 12. Implement and follow rules and regulations of the Monroeville Local School District and of state and federal OSHA laws to provide for safety in the workplace.

TERMS OF EMPLOYMENT: Work year, workday and salary as adopted by the Board of Education.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform **the duties required by the incumbent's principal or local superintendent.**

Superintendent or Designee _____ Date _____

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position. I further certify that I have been informed of the location of the most current copy of the Monroeville Board of Education Personnel Policy Manual.

Signature _____ Date _____

GRIEVANCE FORM

NAME OF GRIEVANT(S) DATE

BUILDING ASSIGNMENT GRIEVANCE NO.

The date(s) on which the alleged grievance occurred:

The provision(s) of the Master Contract, if any, which allegedly have been violated, misinterpreted, or misapplied: _____

Statement of Grievance _____

The remedy sought: _____

Signature of Grievant

Date

Grievance Chairperson

Date

LEVEL ONE

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Principal Date

Disposition by Principal: _____

Signature Date

LEVEL TWO

Grounds for Appeal: _____

Signature of Grievant Date

I hereby acknowledge that this grievance was filed with me on the date set forth below:

Signature of Superintendent Date

Disposition of Superintendent: _____

Signature Date

LEVEL THREE

I hereby acknowledge that this grievance was filed with me on the dates set forth below:

Signature of Superintendent or Designee
on behalf of the Board of Education

Date

Disposition of the Board: _____

Signature

Date

**MONROEVILLE LOCAL SCHOOLS
SALARY INDEX**

Step	BA	MA	MA+30
0	1.00000	1.20000	1.25000
1	1.04000	1.24000	1.29000
2	1.08000	1.28000	1.33000
3	1.12000	1.32000	1.37000
4	1.16000	1.36000	1.41000
5	1.20000	1.40000	1.45000
6	1.24000	1.44000	1.49000
7	1.28000	1.48000	1.53000
8	1.32000	1.52000	1.57000
9	1.36000	1.56000	1.61000
10	1.40000	1.60000	1.65000
11	1.44000	1.64000	1.69000
12	1.48000	1.68000	1.73000
13	1.52000	1.72000	1.77000
14	1.56000	1.76000	1.81000
15	1.58000	1.78000	1.83000
16	1.60000	1.80000	1.85000
17	1.62000	1.82000	1.87000
18	1.64000	1.84000	1.89000
19	1.66000	1.86000	1.91000
20	1.68000	1.88000	1.93000
21	1.70000	1.90000	1.95000
22	1.72000	1.92000	1.97000
23	1.74000	1.94000	1.99000
24	1.76000	1.96000	2.01000
25	1.78000	1.98000	2.03000
27	1.80000	2.00000	2.05000
29	1.82000	2.02000	2.07000
31	1.84000	2.04000	2.09000
33	1.86000	2.06000	2.11000

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2021

	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
STEP 0	\$ 33,686	\$ 40,423	\$ 42,108
STEP 1	\$ 35,033	\$ 41,771	\$ 43,455
STEP 2	\$ 36,381	\$ 43,118	\$ 44,802
STEP 3	\$ 37,728	\$ 44,466	\$ 46,150
STEP 4	\$ 39,076	\$ 45,813	\$ 47,497
STEP 5	\$ 40,423	\$ 47,160	\$ 48,845
STEP 6	\$ 41,771	\$ 48,508	\$ 50,192
STEP 7	\$ 43,118	\$ 49,855	\$ 51,540
STEP 8	\$ 44,466	\$ 51,203	\$ 52,887
STEP 9	\$ 45,813	\$ 52,550	\$ 54,234
STEP 10	\$ 47,160	\$ 53,898	\$ 55,582
STEP 11	\$ 48,508	\$ 55,245	\$ 56,929
STEP 12	\$ 49,855	\$ 56,592	\$ 58,277
STEP 13	\$ 51,203	\$ 57,940	\$ 59,624
STEP 14	\$ 52,550	\$ 59,287	\$ 60,972
STEP 15	\$ 53,224	\$ 59,961	\$ 61,645
STEP 16	\$ 53,898	\$ 60,635	\$ 62,319
STEP 17	\$ 54,571	\$ 61,309	\$ 62,993
STEP 18	\$ 55,245	\$ 61,982	\$ 63,667
STEP 19	\$ 55,919	\$ 62,656	\$ 64,340
STEP 20	\$ 56,592	\$ 63,330	\$ 65,014
STEP 21	\$ 57,266	\$ 64,003	\$ 65,688
STEP 22	\$ 57,940	\$ 64,677	\$ 66,361
STEP 23	\$ 58,614	\$ 65,351	\$ 67,035
STEP 24	\$ 59,287	\$ 66,025	\$ 67,709
STEP 25	\$ 59,961	\$ 66,698	\$ 68,383
STEP 27	\$ 60,635	\$ 67,372	\$ 69,056
STEP 29	\$ 61,309	\$ 68,046	\$ 69,730
STEP 31	\$ 61,982	\$ 68,719	\$ 70,404
STEP 33	\$ 62,656	\$ 69,393	\$ 71,077

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2022

	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
STEP 0	\$ 34,360	\$ 41,232	\$ 42,950
STEP 1	\$ 35,734	\$ 42,606	\$ 44,324
STEP 2	\$ 37,109	\$ 43,981	\$ 45,699
STEP 3	\$ 38,483	\$ 45,355	\$ 47,073
STEP 4	\$ 39,858	\$ 46,730	\$ 48,448
STEP 5	\$ 41,232	\$ 48,104	\$ 49,822
STEP 6	\$ 42,606	\$ 49,478	\$ 51,196
STEP 7	\$ 43,981	\$ 50,853	\$ 52,571
STEP 8	\$ 45,355	\$ 52,227	\$ 53,945
STEP 9	\$ 46,730	\$ 53,602	\$ 55,320
STEP 10	\$ 48,104	\$ 54,976	\$ 56,694
STEP 11	\$ 49,478	\$ 56,350	\$ 58,068
STEP 12	\$ 50,853	\$ 57,725	\$ 59,443
STEP 13	\$ 52,227	\$ 59,099	\$ 60,817
STEP 14	\$ 53,602	\$ 60,474	\$ 62,192
STEP 15	\$ 54,289	\$ 61,161	\$ 62,879
STEP 16	\$ 54,976	\$ 61,848	\$ 63,566
STEP 17	\$ 55,663	\$ 62,535	\$ 64,253
STEP 18	\$ 56,350	\$ 63,222	\$ 64,940
STEP 19	\$ 57,038	\$ 63,910	\$ 65,628
STEP 20	\$ 57,725	\$ 64,597	\$ 66,315
STEP 21	\$ 58,412	\$ 65,284	\$ 67,002
STEP 22	\$ 59,099	\$ 65,971	\$ 67,689
STEP 23	\$ 59,786	\$ 66,658	\$ 68,376
STEP 24	\$ 60,474	\$ 67,346	\$ 69,064
STEP 25	\$ 61,161	\$ 68,033	\$ 69,751
STEP 27	\$ 61,848	\$ 68,720	\$ 70,438
STEP 29	\$ 62,535	\$ 69,407	\$ 71,125
STEP 31	\$ 63,222	\$ 70,094	\$ 71,812
STEP 33	\$ 63,910	\$ 70,782	\$ 72,500

MONROEVILLE LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2023

	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
STEP 0	\$ 35,047	\$ 42,056	\$ 43,809
STEP 1	\$ 36,449	\$ 43,458	\$ 45,211
STEP 2	\$ 37,851	\$ 44,860	\$ 46,613
STEP 3	\$ 39,253	\$ 46,262	\$ 48,014
STEP 4	\$ 40,655	\$ 47,664	\$ 49,416
STEP 5	\$ 42,056	\$ 49,066	\$ 50,818
STEP 6	\$ 43,458	\$ 50,468	\$ 52,220
STEP 7	\$ 44,860	\$ 51,870	\$ 53,622
STEP 8	\$ 46,262	\$ 53,271	\$ 55,024
STEP 9	\$ 47,664	\$ 54,673	\$ 56,426
STEP 10	\$ 49,066	\$ 56,075	\$ 57,828
STEP 11	\$ 50,468	\$ 57,477	\$ 59,229
STEP 12	\$ 51,870	\$ 58,879	\$ 60,631
STEP 13	\$ 53,271	\$ 60,281	\$ 62,033
STEP 14	\$ 54,673	\$ 61,683	\$ 63,435
STEP 15	\$ 55,374	\$ 62,384	\$ 64,136
STEP 16	\$ 56,075	\$ 63,085	\$ 64,837
STEP 17	\$ 56,776	\$ 63,786	\$ 65,538
STEP 18	\$ 57,477	\$ 64,486	\$ 66,239
STEP 19	\$ 58,178	\$ 65,187	\$ 66,940
STEP 20	\$ 58,879	\$ 65,888	\$ 67,641
STEP 21	\$ 59,580	\$ 66,589	\$ 68,342
STEP 22	\$ 60,281	\$ 67,290	\$ 69,043
STEP 23	\$ 60,982	\$ 67,991	\$ 69,744
STEP 24	\$ 61,683	\$ 68,692	\$ 70,444
STEP 25	\$ 62,384	\$ 69,393	\$ 71,145
STEP 27	\$ 63,085	\$ 70,094	\$ 71,846
STEP 29	\$ 63,786	\$ 70,795	\$ 72,547
STEP 31	\$ 64,486	\$ 71,496	\$ 73,248
STEP 33	\$ 65,187	\$ 72,197	\$ 73,949

ARTICLE XVI – EFFECTS OF CONTRACT

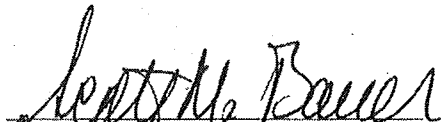
A. DURATION

This contract shall become effective July 1, 2021, and shall remain in full force and effect through June 30, 2024, both dates inclusive.


B. SIGNATURES

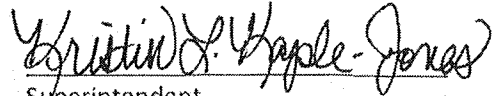
FOR THE ASSOCIATION:

FOR THE BOARD:


Association President


Board President


OEA Labor Relations Consultant
SERB Agent of Record


Superintendent

