



12/02/2024  
0490-01  
24-MED-02-0129  
44941

# **Agreement**

between

**Maple Heights Teachers Association  
MHTA**

and

**Maple Heights City School District  
Board of Education**

**September 1, 2024, through August 31, 2027**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE I – RECOGNITION / DEFINITIONS</b> .....	1
1.01 Recognition .....	1
1.02 Management Rights .....	2
1.03 Definitions.....	2
<b>ARTICLE II – NEGOTIATING PROCEDURES</b> .....	4
2.01 Directing Requests .....	4
2.02 Negotiation Meetings.....	4
2.03 Negotiation Time Limits.....	5
2.04 Representation .....	5
2.05 Assistance .....	6
2.06 Study Committee.....	6
2.07 While Negotiations Are in Progress.....	6
2.08 Dispute Settlement Procedures.....	7
2.09 Publication of Agreement .....	7
2.10 Interim Bargaining .....	8
<b>ARTICLE III – MHTA RIGHTS</b> .....	8
3.01 Exclusive Recognition .....	8
3.02 Use of School Buildings.....	8
3.03 Use of Bulletin Boards and Mailboxes.....	8
3.04 Parent and Community Communication.....	8
3.05 Documents .....	8
3.06 Administration of Agreement .....	9
3.07 Released Time for the MHTA.....	9
3.08 MHTA Business.....	9
3.09 MHTA Dues.....	10
3.10 Discussion of MHTA Business .....	11
3.11 MHTA Announcements .....	11
3.12 Officer Leave .....	11
3.13 Bargaining Unit Roster .....	11
3.14 Equipment .....	12
3.15 Board Meeting Agendas/Minutes .....	12
3.16 New Hire Orientation .....	12
<b>ARTICLE IV – GRIEVANCE PROCEDURE</b> .....	12
4.01 Unobstructed Communication Channels .....	12
4.02 Definition .....	13

4.03	Rights of the Grievant and the MHTA.....	13
4.04	Time Limits .....	13
4.05	Grievance Procedure .....	14

**ARTICLE V – EMPLOYMENT PRACTICES..... 15**

5.01	Contracts-Regular .....	15
5.02	Continuing Contract and Salary Notices.....	16
5.03	Supplemental Contracts .....	16
5.04	Renewal or Resignation of Contracts .....	18
5.05	Filing and Maintenance of Teaching Certificates/Licenses.....	18
5.06	Probationary Status Pending Receipt of Records .....	19
5.07	Employee Discipline .....	19
5.08	Academic Freedom .....	20
5.09	Professional Personnel Records .....	20
5.10	Assignments.....	21
5.11	Vacant Positions.....	21
5.12	Transfer Procedure .....	22
5.13	Reduction in Force .....	23
5.14	Employee Assistance Program .....	25
5.15	Falsification .....	25
5.16	Forms .....	26
5.17	Internship/Clinical Experience .....	26

**ARTICLE VI – EMPLOYMENT CONDITIONS..... 26**

6.01	Teacher Work Load.....	26
6.02	Pupil/Employee Ratio .....	28
6.03	Student Learning Stations .....	28
6.04	Elementary Specialists .....	29
6.05	School Counselors .....	29
6.06	Speech Pathologists.....	29
6.07	“Mainstreaming” and Inclusion .....	29
6.08	Health/Medical Services .....	29
6.09	Music, Art, Physical Education and Technology Employees .....	29
6.10	Special Education Coordinators .....	29
6.11	Not subject to the grievance process .....	29
6.12	Traveling Employees.....	30
6.13	Spot Substitution .....	30
6.14	Replacement for Year Long Leave of Absence .....	30
6.15	Lesson Plans.....	30
6.16	School Calendar.....	31
6.17	Work Environment.....	31
6.18	Employee Relocation .....	31
6.19	Classroom Interruptions .....	32

6.20	Student Performances .....	32
6.21	Equipment, Tools, Supplies and Materials .....	32
6.22	Instructional Materials .....	32
6.23	Instructional Technology and Support .....	33
6.24	Employee Facilities .....	33
6.25	Residency.....	33
6.26	Drug and Alcohol Testing .....	33
6.27	Preparation of IEPs .....	33
6.28	Timely Response to Communications To/From Parents and Students .....	34
6.29	Electronic Grading.....	34
6.30	Professional Attire .....	34
6.31	Student Support .....	34
6.32	Labor/Management Committee .....	34
6.33	IEP, 504 and MFE Team Meetings .....	35

**ARTICLE VII – ABSENCE AND LEAVE..... 35**

7.01	Unpaid Leave Guidelines .....	35
7.02	Sick Leave.....	35
7.03	Bereavement Leave .....	37
7.04	Professional Meetings and Conferences .....	37
7.05	Jury Duty .....	38
7.06	Personal Leave .....	38
7.07	Parental Leave .....	39
7.08	Sabbatical Leave.....	41
7.09	Extended Illness and/or Disability Leave .....	43
7.10	Public Calamity.....	43
7.11	Federal Family and Medical Leave.....	44
7.12	Professional Growth Leave .....	44
7.13	Assault Leave.....	44
7.14	Personal Leave Bank .....	46

**ARTICLE VIII – STUDENT RELATIONS ..... 46**

8.01	Student Physical, Social, and Environmental Concerns.....	46
8.02	Student Discipline.....	47
8.03	Assault Protection of School Personnel .....	47

**ARTICLE IX – EMPLOYEE EVALUATION PROCEDURE..... 49**

9.01	Identification of Employees Included in the Evaluation System....	49
9.02	Philosophy .....	49
9.03	Joint Committee for Employee Evaluation .....	49

**ARTICLE X – PROFESSIONAL DEVELOPMENT COMMITTEE..... 50**

10.01 Purpose ..... 50  
10.02 Committee Composition and Selection ..... 50  
10.03 Term of Office..... 50  
10.04 Operating Procedures ..... 50  
10.05 Decision Making ..... 51  
10.06 Training ..... 51  
10.07 Appeals Process ..... 51  
10.08 In Event of Repeal of O.R.C. 3319.22 ..... 51  
10.09 Educator Licensing/Teacher Certification ..... 52  
10.10 L.P.D.C. Release Time..... 52

**ARTICLE XI – RESIDENT EDUCATOR PROGRAM..... 52**

11.01 Purpose ..... 52  
11.02 Committee Composition and Selection ..... 52  
11.03 Repeal of Resident Educator Program ..... 52  
11.04 Release Time for Resident Educator Program ..... 52  
11.05 Stipend ..... 52  
11.06 Applications for Mentoring ..... 52

**ARTICLE XII – COMPENSATION ..... 53**

12.01 Employee Salary Schedules..... 53  
12.02 Payroll Procedures and Schedules ..... 53  
12.03 STRS Share ..... 55  
12.04 Workers’ Compensation ..... 56  
12.05 Mileage..... 56  
12.06 Work Attendance Incentive Program..... 56  
12.07 Severance Pay ..... 57  
12.08 Tuition Reimbursement ..... 58  
12.09 Supplemental Salary Positions..... 59  
12.10 Other Special Rates of Pay ..... 59  
12.11 Student Teacher/Intern Stipend ..... 60

**ARTICLE XIII – INSURANCE ..... 60**

13.01 Hospitalization ..... 60  
13.02 Life Insurance ..... 62  
13.03 Dental Insurance ..... 62  
13.04 Optical Insurance ..... 62  
13.05 Health Insurance Committee ..... 62  
13.06 Health Care Flexible Spending Accounts ..... 64

<b>ARTICLE XIV – EFFECTS AND DURATION .....</b>	<b>64</b>
14.01 Conflict with Law or Regulations .....	64
14.02 Maintenance of Standards.....	64
14.03 Duration.....	65
<b>ARTICLE XV – MHTA CONTRACT CERTIFICATE .....</b>	<b>66</b>
<b>ARTICLE XVI – MHTA CONTRACT RESOLUTION.....</b>	<b>67</b>

## **APPENDICES**

Appendix 1 – Salary Schedules .....	68
Appendix 2 – Supplemental Salaries .....	71
Appendix 3 – Grievance Form .....	76
Appendix 4 – Voluntary Transfer Form .....	77
Appendix 5 – Lesson Plan Templates .....	78
Appendix 6 – Physician Certification .....	79
Appendix 7 – Bereavement Leave.....	80
Appendix 8 – Jury Duty.....	81
Appendix 9 – Application for Use of Parental Leave.....	82
Appendix 10 – Assault Leave Report Form .....	83
Appendix 11 – Request for Reclassification .....	84
Appendix 12 – Pre-Approval Form Tuition Reimbursement Program.....	85

## **PREAMBLE**

The Board of Education of the Maple Heights City School District (“Board”) and Maple Heights Teachers Association (“MHTA”), affiliated with the Ohio Education Association and the National Education Association, (collectively, “Parties”) recognize that the ultimate responsibility of the Parties is to provide the highest quality education for the benefit of the youth entrusted to their care. The fulfillment of this responsibility can best be achieved by cooperation among the Board, Superintendent, administrative staff, and employees. Therefore, a respectful relationship shall be established and maintained which is based upon this common interest and the concept that education is both a public trust and professional calling.

The Board, Superintendent, administrative staff, and employees can discharge their respective responsibilities and attain their common objectives if each utilizes the ability, experience, and judgment of the other in resolving matters of mutual concern, which affect the total educational program.

It is the purpose of this Agreement to set forth an orderly procedure whereby matters of mutual concern pertaining to the Board and MHTA can be considered and cooperatively resolved.

Nothing in the Agreement shall preclude any employee, or groups of employees, from bringing an employee’s or their professional concerns directly to the attention of the Superintendent and/or Board through established channels for decision-making.

## **ARTICLE I** **RECOGNITION AND DEFINITIONS**

### **1.01 Recognition**

The Board recognizes the MHTA, an affiliate of the Ohio Education Association and National Education Association, as the sole and exclusive negotiating representative for the certificated/licensed, professional personnel, including all classroom teachers and school counselors. Excluded are employees whose salary is determined by an administrative salary schedule and/or who are O.R.C. 3319.02 employees and administrative supervisors, including, but not limited to, school psychologist, other supervisors, management level employees, and confidential employees.

The MHTA is recognized as the sole and exclusive representative for the bargaining unit set forth above in matters concerning wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement as set forth in O.R.C. 4117.08(A) and applicable laws. No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employees included in the MHTA’s unit in formal negotiations. However, the above stated provisions shall not preclude the right of an individual to submit suggestions to the Superintendent and/or Board through established channels for decision-making.



The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s) which have had or may seek bargaining rights by granting payroll deductions for dues to any and all such organizations.

## 1.02 Management Rights

The Board retains its management rights as set forth in O.R.C. 3117.08 (C) and applicable laws subject only to the limitations found in this Agreement. Subject to the limiting provisions of this Agreement, the Board shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Maple Heights City Schools District, including, but not limited to, the sole and exclusive right to:

- A. Determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy such as the functions and programs of the District, standards of services, its overall budget, utilization of technology and organization structure;
- B. Direct, supervise, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of educational operations;
- D. Determine the overall methods, process, means, and personnel by which educational operations are to be conducted;
- E. Suspend, discipline, discharge for just cause, and lay off, transfer, assign, schedule, promote, and 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; and
- I. Take actions to carry out the mission of the District as an educational unit.

## 1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. District: The Maple Heights City School District.
- B. Board: The Board of Education of the Maple Heights City School District.
- C. Superintendent: The Superintendent of the Maple Heights City School District or designated representative(s).

- D. Treasurer: The Treasurer of the Maple Heights City School District or designated representative(s).
- E. MHTA: The Maple Heights Teachers Association.
- F. Employee: Any employee in the bargaining unit as defined in Section 1.01 of this Agreement.
- G. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the MHTA.
- H. Full-time Employee: "Full-time employee" shall mean any employee who both works 120 days or more per school year, and works four (4) hours per day exclusive of lunch or planning time. A full time employee shall be entitled to all benefits set out in this Agreement.
- I. Part-time Employee: "Part-time employee" shall mean any employee who works 120 days or more per school year, but works less than four (4) hours per day exclusive of lunch or planning time. A part time employee shall be entitled to no paid leave except sick leave and personal leave and shall be paid at the part-time employee per diem rate of pay.

No two (2) or more part-time employees shall be employed to fill a full-time teaching position unless the full-time teaching position cannot be filled by a full-time employee.

- J. Day: A calendar day.
- K. Workday: A regularly scheduled workday, Monday through Friday, during the school term; and a weekday, Monday through Friday, during the summer recess, excluding holidays and other days when the Central Administration Office is not open.
- L. Calendar year: The calendar year shall mean January 1<sup>st</sup> through December 31<sup>st</sup>.
- M. School Year: The first employee workday through the last employee workday.
- N. Seniority:
  - 1. Seniority shall be determined by ORC 3319.17(C). If two (2) or more employees have the same length of continuous service, then seniority shall be determined by using the criteria below in the order listed below.
    - a. Prior years of teaching service as an employee in the District, which were lost by a break in service.

- b. The date of the board meeting at which the employee was hired for the first employment contract.
  - c. The date on the employee's first job application which led to employment, provided that a dated job application is on file for each employee involved in the tie-breaker.
  - d. The length of any previous service in the District.
  - e. Ties are broken by a coin toss, or, if more than two employees are tied, such ties are broken by the drawing of lots, in the presence of the Superintendent and a representative designated by the MHTA President. One employee shall flip the coin and; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.
2. Length of continuous service shall not be interrupted or affected by authorized leaves of absence or layoff approved by the Board and/or the Superintendent.
  3. Seniority List – All employees shall be placed on a seniority list. A copy of the seniority list and updates thereto shall be provided to the MHTA President upon request.
  4. Beyond School Year or School Day – Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
- O. Regular Contract (Limited or Continuing): The employee's contract for their full time/part-time professional duties pursuant to O.R.C. 3319.08(A).
- P. Supplemental Contract: The employee's contract for their duties performed outside of their regular contract pursuant to O.R.C. 3319.08(A).

**ARTICLE II**  
**NEGOTIATING PROCEDURES**

2.01 Notice to Negotiate

Either the Board or MHTA may initiate negotiations by serving written notice to the Superintendent (on behalf of the Board) or the MHTA President, (on behalf of the MHTA) no later than April 1 during the year of expiration date of this Agreement. The party requesting to open negotiations shall also serve SERB with a notice to negotiate.

2.02 Negotiation Meetings

Within fifteen (15) calendar days after receipt of the notice set forth in Section 2.01 of this Agreement, an initial meeting shall be held at which the Parties shall submit, in writing, their

proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto in writing. Matters to be negotiated include wages, hours, terms, and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

Proposals shall, in form and detail, specify that to which agreement is sought by the proponent in terms acceptable to the proponent without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the Parties with respect thereto. Topical listing of items proposed for negotiation (i.e., "laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. These proposals shall be identified as new matters or revisions of existing proposals.

Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be confidential unless otherwise mutually agreed upon by both parties.

The Parties agree to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The Parties acknowledge their responsibility and obligation to listen to and react to each other's proposals including, but not limited to, providing explanation when one disagrees with a proposal. The obligation to meet for the purposes of negotiations does not compel either party to agree to a proposal or make a concession.

Other rules for conducting negotiations procedures, which are deemed necessary and not covered by this Agreement, shall be discussed and agreed upon at the first meeting in writing.

### 2.03 Negotiation Time Limits

Items under negotiation shall be resolved to the mutual satisfaction of both parties no later than forty-five (45) calendar days prior to the expiration date of this Agreement. If no agreement is rendered by said date, the dispute settlement procedures set forth in Section 2.08 of this Agreement shall be implemented and shall be the sole dispute settlement procedures and specifically supersedes the dispute settlement procedures set forth in O.R.C. 4117.14 and applicable laws.

### 2.04 Representation

The Board or its designated representatives shall meet with the MHTA or its designated representatives to negotiate in good faith. Each team shall limit its representation to no more than seven (7) members unless otherwise agreed upon at the first meeting in writing. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Parties mutually pledge that their representatives shall be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

## 2.05 Assistance

Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. If needed and agreed upon by both Parties, clerical assistance shall be provided at mutual expense.

## 2.06 Study Committee

The Parties may appoint joint ad hoc committees to research, study, and develop projects, reports, and programs, as well as to make recommendations on matters under consideration. The committees shall report, in writing, all findings to both parties. All necessary and agreed upon expense incurred by the committees shall be mutually shared.

## 2.07 While Negotiations Are in Progress

### A. Caucuses

The chair of either group may caucus the group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time the caucus is requested.

### B. Protocol

No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

### C. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding upon either Party until all items are initialed.

### D. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed upon time and place for the subsequent meeting.

### E. Changes in Negotiating Procedures

If either party desires changes in the negotiations procedures that party shall include the proposed changes along with the initial letter sent to open negotiations or the letter of response, as the case may be.

These proposed amendments shall become the initial items for discussion in the upcoming negotiations and, if agreed upon in writing, shall become a part of the total package to be ratified by the MHTA and adopted by the Board.

By mutual consent the amendments tentatively agreed upon may be followed during that particular series of negotiations.

F. Release of Negotiating Proceedings

No release of proceedings shall be made to the news media or anyone who is not a member of the invested Parties during negotiations unless such release is agreed to by both Parties in writing. This provision shall not limit either party from presenting factual interim reports of progress to their respective Parties.

2.08 Dispute Settlement Procedures

- A. If agreement is not reached within forty-five (45) calendar days of the expiration of this agreement, a mediator shall be appointed by the Federal Mediation and Conciliation Service ("FMCS"). Said individual shall serve as mediator only and shall act in accordance with FMCS's rules and established practices. All costs of mediation shall be shared equally by the Board and MHTA.
- B. The procedure set forth in this Section represents a mutually agreed upon dispute settlement procedure, which specifically supersedes the dispute resolution procedures set forth in O.R.C. 4117.14I and applicable laws.

2.09 Publication of Agreement

- A. When final agreement is reached through negotiations, the outcome shall be reduced to writing, signed, and submitted to the MHTA for ratification consideration. Following ratification by the MHTA, the Agreement shall be submitted to the Board for adoption consideration. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of this Agreement. No provisions of the resulting Agreement shall discriminate against any employee regardless of membership or non-membership in the MHTA.
- B. Each year the Board shall publish those amendments, if any, negotiated in the last preceding negotiating period and cause them to be distributed to each employee.
- C. Printings of the entire Agreement shall be made by the Board as the Parties mutually deem necessary.
- D. The cost of publication and distribution of the amendments or the entire Agreement as agreed upon in Section 2.10 (C) of this Agreement shall be borne equally by the Board and MHTA.

## 2.10 Interim Bargaining

Should either party wish to reopen the Agreement to negotiate a change, they shall serve written notice upon the other party and specify the exact proposal to be negotiated. The other side may decline to negotiate and the parties agree not to make changes or bring the matter up again until normal Agreement negotiations time. Should the parties agree to interim bargaining of a proposal, they shall, within a ten (10) workday period, meet no less than five (5) workdays or until resolution of the issue, whichever is less. Agreement shall be reduced to writing, signed and then incorporated into the Agreement. If agreement is not reached in twenty (20) workdays, then the Agreement shall continue unchanged.

## **ARTICLE III** **MHTA RIGHTS**

### 3.01 Exclusive Recognition

The Board shall neither contribute to nor encourage the creation or growth of any rival organization(s), which have had or may seek bargaining rights by granting such organization(s) rights and/or privileges, which have been negotiated by the MHTA.

### 3.02 Use of School Buildings

The MHTA and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided permission is granted by the Superintendent for meetings held between 7:00 a.m. and 5:00 p.m. on school days and written permission is granted by the Superintendent at all other times. When special custodial service is requested, the Board may make a reasonable charge.

### 3.03 Use of Bulletin Boards and Mailboxes

The MHTA shall be granted use of the bulletin board space in the copy rooms of each building. Only professional material and communication related to MHTA may be routed to employees through the school mailboxes/email system and the material shall be clearly identified as a MHTA communication. The distribution of MHTA communications shall in no way interfere with the primary purpose of the interoffice mail/email system as determined by the Board and Superintendent.

### 3.04 Parent and Community Communications

The employees as representatives of Maple Heights City Schools are encouraged to have positive communication with parents and the community about students and the schools.

### 3.05 Documents

Upon written request, the Board shall electronically furnish the MHTA (unless the material is highly sensitive in nature and then it will be provided in paper form as appropriate), at no cost

to the MHTA, available public records within a reasonable amount of time. If the request shall be delayed longer than fifteen (15) workdays, the MHTA President shall be notified.

### 3.06 Administration of Agreement

In order to administer this Agreement and facilitate the procession of grievances, the MHTA President or designee shall be permitted to leave the building following the dismissal of students if a conflict with the business of the District does not exist. However, this should not interfere with the fulfillment of the MHTA President or designee's professional responsibilities for individual assistance to students, parent conferences, staff meetings, curriculum committee meetings, in-service meetings, and the like. Likewise, phone calls to employees to discuss MHTA matters shall not be permitted during the employee's class time or during the above named conferences and/or meetings.

### 3.07 Released Time for the MHTA

#### A. President or Designee

The MHTA President or designee shall be released for up to nine (9) workdays combined per year at the request of the MHTA President, and upon approval of the Superintendent, without loss of salary or other benefits for the purpose of fulfilling MHTA responsibilities. The MHTA shall pay half (1/2) the cost of a substitute if one is needed for such absence. The MHTA President shall request approval from the Superintendent in writing when possible prior to the use of a day except in the case of emergency. In a negotiating year, release time may be given to the MHTA President or designee up to three (3) additional combined workdays upon prior approval from the Superintendent.

The MHTA President shall be released as needed upon approval of the Superintendent, to execute MHTA business. Within thirty (30) days of the election of the MHTA President, the Superintendent and MHTA President shall meet to discuss possible adjustments to the employee's schedule to execute MHTA business.

#### B. Delegates

Elected delegates shall not exceed the OEA guidelines (one delegate per 50 employees). The leave shall not exceed a total of three (3) workdays for each delegate. Where such delegates are replaced by substitute employees, the cost thereof shall be paid by the MHTA. Employees shall submit anticipated absence requests to the Superintendent as soon as the delegates are selected.

### 3.08 MHTA Business

Duly authorized representatives of the MHTA and its respective affiliates not employed by the Board shall be permitted to transact official business on school premises at all reasonable times so long as classes are not disrupted in any way. The request for such building use should be in writing to the Superintendent prior to such use of the building. Such consent shall not be denied without good and sufficient reason.



### 3.09 MHTA Dues

- A. *Janus v American federation of state, County and Municipal Employees, Council 31*, no 16-1466, 585 U.S. (June 27, 2019) (“*Janus*”).
1. The Parties shall fully comply the ruling in the case of *Janus* and applicable laws.
  2. The MHTA is solely responsible for advising bargaining unit members of their legal rights and responsibilities arising out of the case of *Janus* and applicable laws.
  3. Should the case of *Janus* no longer apply to the Parties, the Parties agree to engage in interim-bargaining to the extent permitted by this Agreement and applicable laws, including the reinstatement of “Fair Share Fees” if permitted by law.
- B. The Board shall have absolutely no involvement in whether a bargaining unit member becomes and/or remains a member of MHTA.
- C. The MHTA hereby verifies to the Board that all bargaining unit members having MHTA dues deducted from their payroll are doing so knowingly and intentionally.
- D. The MHTA shall submit to the Board Treasurer a list of bargaining unit members requesting standard or continuing payroll deductions for membership in the MHTA on or before September 15 and shall verify to the Board that all bargaining members having MHTA dues deducted from their payroll are doing so knowingly and intentionally.
- E. MHTA dues and/or fees and payroll deductions for any school year shall be determined by the MHTA and shall be due, in whole, by the bargaining unit member on September 1, which is after the expiration of the membership window period (i.e. August 1 – August 15) – unless the bargaining unit member elects to have the entire amount pro-rated over the course of the applicable school year.
- F. No later than September 15, MHTA shall provide the Board Treasurer with written notice of the certified amount of all MHTA dues deductions and such deductions shall commence in the second pay of September and continue for such time, on a pro-rated basis, until the bargaining unit member timely notifies both the Board Treasurer and MHTA Treasurer, in writing to discontinue making said payments pursuant to the limitations as outlined in this agreement, but no later than June in any given school year.
- G. MHTA shall have the right to annual and continuing payroll deductions authorized by the individual member for payroll deductions.
1. Combined professional organization dues shall be deducted in twenty-two (22) equal bi-monthly payments beginning with the last pay in September for the MHTA and any of its affiliated and/or approved organizations.
  2. Remittance of Deductions  
The deductions shall be remitted to MHTA on or immediately after each pay date. The remittance, at MHTA’s option, may be deposited directly to a designated financial institution, made available for pickup at the Board office by designated MHTA representatives, or sent to MHTA by U.S. mail. In the event an employee is removed

from the MHTA, the balance of the dues owed shall be deducted from the employee's last paycheck under which they were an MHTA member by the District Treasurer.

3. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, last four digits of their Social Security number and amount of deduction.

4. Notice of Change in Amount

The Personnel Director or his/her designee shall notify the MHTA Treasurer prior to a change in employment status that results in ending the payroll deduction of dues. MHTA shall give written notice to the Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

H. The MHTA shall defend, indemnify, and hold harmless the Board, as well as its officers, officials, agents, employees, and servants, in any action – whether in law or equity – arising from the execution of the dues provisions of this Agreement provided that the Board acted in good faith compliance with the deduction provisions of this Agreement. The Board agrees to give full cooperation and assistance to the MHTA and its affiliates and counsel at all levels of any legal proceeding.

3.10 Discussion of MHTA Business

Matters pertaining to the collective bargaining relationship or to employee grievances or complaints will not be discussed by employees with students. MHTA leadership may contact a student, outside of school hours, if a student is directly involved in a claim of a grievance and with prior notice given to the Superintendent.

3.11 MHTA Announcements

With prior notice to the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business at the faculty/staff meetings. With the prior approval of the Immediate Supervisor, MHTA representatives may present brief announcements regarding official MHTA business by use of the public address system.

3.12 Officer Leave

Upon written request of MHTA on or before July 10, preceding the year of the leave, an employee elected to a state or national office of an affiliated professional organization (e.g., union) may be granted an unpaid leave of absence to serve in such office as approved at the discretion of the Superintendent and Board.

3.13 Bargaining Unit Roster

MHTA shall be provided a current bargaining unit roster on or prior to October 1 of each year, and the Treasurer shall provide updates to such roster when there are changes within two (2) weeks. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's last name: home address and home telephone number (unless a bargaining unit member objects to the release of such directory information), work

location, area(s) of certification/licensure for each employee, and the dates of expiration for each certificate/license.

### 3.14 Equipment

In accordance with Board policy and administrative regulations, MHTA shall be allowed to use school equipment on school property, including, but not limited to, telephones at all reasonable times when the employee is not involved in instruction and/or the supervision of students, and the equipment is not otherwise in school use. Said use shall be limited to official MHTA business and may not be used for personal use. Employees must seek and be granted permission from their building administrator to take school equipment off of school property.

Nothing in this section shall be interpreted to limit the Board's right to enact policies, and through its administrators, enact administrative procedures, which regulate the use of communications equipment, computer equipment, and Internet use for purposes other than MHTA business.

### 3.15 Board Meeting Agendas/Minutes

MHTA shall be electronically provided with a copy of the full agenda on the day of each meeting, and an electronic copy of the minutes and attachments of each Board meeting within fifteen (15) days of the Board's approval of the minutes meeting.

### 3.16 New Hire Orientation

MHTA shall be granted up to two (2) hours during the District's new employee orientation day to conduct MHTA business upon the prior approval of the Superintendent. MHTA may provide breakfast or lunch during this time to MHTA members.

## **ARTICLE IV GRIEVANCE PROCEDURE**

4.01 The Board and MHTA agree that in any organization unobstructed communication channels are an important asset.

An effective functioning grievance procedure contributes directly to improved communication channels. Therefore, the Board and the MHTA have adopted the following grievance procedure.

The Board and the MHTA agree that at every phase of the grievance procedure, their representatives, the grievant and the grievant's counsel shall have the power and authority to resolve the grievance.

#### 4.02 Definitions

A “grievance” is any alleged violation, misinterpretation, or misapplication of this Agreement.

A “grievant” is the employee or group of employees, up to and including the entire MHTA bargaining unit, who is the affected employee or group of the issue being grieved.

#### 4.03 Rights of the Grievant and the MHTA

- A. A grievant shall be represented at any and all steps of the grievance procedure by the MHTA, its affiliates, or its counsel.
- B. The fact that an employee files a grievance shall not be recorded in the employee’s personnel file or in any file used in the transfer, assignment, or promotion process. Nor shall such fact be used in any recommendation for re-employment or recommendation for other employment. Nor shall the grievant, the MHTA, its officers, or employees be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- C. A grievance that affects one or more employees may be filed on behalf of all affected employees by the MHTA provided that all affected employees are informed in writing and enumerated on the grievance. Employees not enumerated on the grievance are not eligible to participate in the process set out in Section 4.05 of this Agreement.
- D. All formal hearings held under the procedures set out in subsection 4.05D, Level III, shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for initial presentation of the grievant’s case, presentation of the administration’s case, cross-examination and/or questioning, and final summaries, with both parties jointly agreeing to waive any or all of the foregoing.

#### 4.04 Time Limits

- A. The number of workdays indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the Parties in interest.
- B. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure set forth in this Agreement, the grievance shall be considered resolved and shall not be eligible for further appeal.
- C. Failure, at any level, of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- D. In the event a grievance is filed at such time that it cannot be resolved by the close of a school term, the grievance procedure shall continue throughout the summer recess only in the case of mutual agreement between the Board and MHTA.

- E. The temporary absence of an Immediate Supervisor or Superintendent (as applicable) shall suspend the running of the workdays during the absence of such Immediate Supervisor or Superintendent, but in no case for more than five (5) workdays additional.
- F. Informal Meetings, Formal Meetings, and Formal Hearings held under Article IV of this Agreement shall be conducted at a time and place, which shall afford a fair and reasonable opportunity for all persons, including witnesses, to attend.

#### 4.05 Grievance Procedure

##### A. Level I: (Informal Meeting)

If an employee believes that there is a basis for a grievance, the employee shall first discuss the matter with the Immediate Supervisor in an effort to resolve the problem informally. The Immediate Supervisor shall respond within ten (10) workdays. This discussion may be waived, by the Immediate Supervisor, if the Immediate Supervisor does not have authority to provide the relief requested.

##### B. Level II: (Formal Meeting)

If the MHTA is not satisfied with the results of Level I, or the grievant is unable, for good cause shown, to discuss the matter with his/her Immediate Supervisor within the time limit prescribed herein, or the Level I discussion is waived, the MHTA may begin the formal procedure by submitting the formal grievance, on the form attached hereto and made a part hereof as Appendix 3 of this Agreement, to the Superintendent. The form shall be signed by the MHTA President or designee who shall be an employee of the District. If a formal grievance is not filed within twenty (20) workdays after the act or conditions giving rise to the grievance are known, or should have been known, the grievance shall be considered waived. Within five (5) workdays of receipt of the form, the Superintendent shall notify the MHTA President or designee of the date, time and location of the formal meeting. The date of the meeting shall not be later than five (5) workdays after the date of the notification. Within ten (10) workdays after the formal meeting, the Superintendent shall issue a written decision setting forth the reasons therefore, and transmit the written decision to the grievant and MHTA President or designee and any administrator involved in the grievance.

##### C. Level III: (FMCS Mediation)

The Parties shall mutually agree within twenty (20) work days after receipt of the Superintendent's decision at Level II and then the Parties shall proceed to notify FMCS and secure an FMCS Mediator to convene a mediation session for the Parties to explore whether an amicable resolution of the Grievance is possible. MHTA and the District agree that a Level III (Arbitration) shall be held in abeyance if the Parties agree to FMCS Mediation under this section. If either Party no longer desires to mediate the matter, or mediation is unsuccessful, the arbitration shall be promptly scheduled. An FMCS mediation session under this section shall be held at a date, time, and location which is mutually agreed upon by the Superintendent and MHTA President.

D. Level IV: (Arbitration)

The MHTA may, not later than twenty (20) workdays after completion of FMCS mediation, file a notice of arbitration. The arbitrator shall be selected and the hearing shall be conducted under the rules of the American Arbitration Association (“AAA”). The cost of the arbitrator shall be shared equally by the Board and MHTA. The decision of the arbitrator shall be binding on the Board, MHTA, and grievant(s). Each party shall bear the full cost for its representation in the arbitration proceedings.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the Agreement.

If the Board raises the issue of arbitrability, then the Parties shall communicate in advance with the arbitrator to address the same prior to the hearing on the merits of the grievance.

**ARTICLE V**  
**EMPLOYMENT PRACTICES**

5.01 Contracts – Regular (Limited or Continuing)

All employees shall be issued written contracts in accordance with the Ohio Revised Code and the terms of this Agreement. Such contracts may be issued electronically. The final signed contracts shall either be emailed or be available for download after being signed by the Board. Such contracts shall include, but not be limited to, the following information.

- A. Name of employee.
- B. Name of the District and Board.
- C. Type of contract (limited or continuing); if limited, the number of years the contract is to be in effect.
- D. Annual compensation to be paid for the first year of the contract.
- E. Basis for determining compensation (e.g., Class IV, 5 years of experience).
- F. Number of paydays and dates of such.
- G. Number of days to be worked by the employee.
- H. Employee agreement to abide by Board-adopted policies.
- I. Provision for signature and date of signature of employee.

J. Provision for the signatures of the Board President and Treasurer.

## 5.02 Continuing Contract and Salary Notices

- A. The contractual or salary notice shall contain a statement of the annual salary and basis of determining compensation, (e.g., Class V, 6 years of experience).
- B. The contractual or salary notice shall indicate the number of days the employee is required to work.
- C. The contract or salary notice shall indicate that the amount of salary to be deducted on a per diem basis for unexcused absence shall be computed by dividing the annual salary by the actual number of working days.
- D. A written salary notice shall be provided to MHTA members prior to the last scheduled employee workday.

## 5.03 Supplemental Contracts

### A. Extended Time

All extended time beyond the school year shall be paid on a per diem rate as based on the employee's present salary contract divided by number of days in the employee's regular work year. Any employee required by the Superintendent to work extended time beyond the end of the school year shall be notified on or before May 1 of the year in which the extended time shall be worked unless otherwise agreed upon by the employee and the Superintendent or designee.

### B. Other Supplemental Contracts

All supplemental positions require time beyond the normal teaching day. Job descriptions for supplemental positions are on file with the Board. Supplemental positions listed in this agreement are reserved for qualified members of the MHTA bargaining unit. Only after a vacant supplemental position has been posted in each school building and no qualified member of the MHTA bargaining unit applies for a posted supplemental, the supplemental may be awarded to someone not in the MHTA bargaining unit. It shall remain the Board's right to fill or not fill those supplemental salary positions as listed. Only those supplemental positions that the Board intends to fill shall be posted. Any additions to the list of positions or combinations of positions shall be made through negotiations with the Superintendent and the MHTA President or designee. If the grade level structure of the District changes during the term of this Agreement, the Superintendent and the MHTA President or designee shall negotiate any changes in the supplemental salary schedule that are affected by such restructuring. Employees who work under a supplemental contract shall not be entitled to additional fringe benefits under this Agreement as a result of any supplemental contract, other than those set forth in Appendix 2.

The following teaching positions are contingent upon accepting the corresponding supplemental as denoted by an asterisk (\*) in Appendix 2: visual arts, instrumental music and vocal music at all grade levels. Curricular instruction in these content areas shall occur during the school day. If another position in the District exists for which the employee is licensed, the Superintendent has the right to transfer such employee to the other position.

All employees assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Supplemental contracts shall expire at the end of each school year unless stipulated otherwise. Such supplemental contracts shall include, but not be limited to, the following information:

1. Name of said employee.
2. Name of the District and Board.
3. Duration of contract.
4. Statement of responsibilities. A job description shall be given upon request.
5. The amount of the compensation and the basis upon which compensation will be paid in accordance with provisions of Section 12.09 of this Agreement.
6. Dates within which compensation is being provided for said responsibility. Compensation for supplemental contracts performed by employees shall be in accordance with provisions of Section 12.09 of this Agreement. Seasonal supplemental contracts shall be those so indicated as shown under Appendix 2. Employees who do not work the entirety of the supplemental position shall have their compensation prorated based upon the percent of the supplemental assignment actually completed.
7. Provision for signatures of the Board President and Treasurer.
8. Provision for signature and date of signing by the employee.

#### C. Application for Supplemental Positions

Any employee interested in a supplemental position shall first submit a letter of interest to the appropriate administrator. If more than one person applies for the same supplemental position, all applicants that the administrator deems qualified shall be interviewed.

No individual may hold more than one supplemental position at the same time unless the Superintendent has determined that the additional supplemental position is not compatible and does not create a conflict of interest as determined by the Superintendent.



#### 5.04 Renewal or Resignation of Regular Contracts

An employee offered a contract of employment or renewal of a regular contract prior to the last scheduled employee work day, pursuant to this provision shall execute and return such contract to the Treasurer within fifteen (15) workdays after receipt of the contract or twenty (20) workdays after the contract is sent by registered or certified mail; as evidence of execution and return of the contract, the employee may request a time-stamped copy from the Treasurer; failure to execute and timely return the contract as required herein may be deemed to constitute a rejection of such offer of employment or the employee may be fined Fifty dollars (\$50.00). After execution of the contract by the employee and receipt of said contract by the Treasurer, no employee shall resign from such contract, after July 10, unless released by the Board according to O.R.C. 3319.15.

#### 5.05 Filing and Maintenance of Teaching Certificates/Licenses

- A. Employees shall be responsible for filing with the Superintendent all required certificates/licenses issued to the employee by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this Agreement. No right or privilege shall be asserted by an employee by reason of any certificate/license not filed by the employee as provided herein.
- B. If the employee permits a certificate(s)/license(s) to expire, without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each employee to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license with the Superintendent.
- C. The Board shall send out to all employees on limited contracts the requirements for obtaining a continuing contract prior to September 1 of every year. The Superintendent shall, by October 1st, provide a list of potential employees eligible for continuing contract status to the MHTA President and a worksheet for continuing contract status will be sent to each of those employees. By October 15<sup>th</sup>, each of those employees shall return the worksheet to personnel for review. The Superintendent will then provide the MHTA President and each employee who meets the qualifications notice and intent to evaluate for continuing contract. By November 1<sup>st</sup>, it shall be the responsibility of any other employee to notify the Personnel Office for any omissions or additions to the list by November 1st, and MHTA or its members shall not grieve continuing contract consideration for an employee who makes notification to the Personnel Office after this date. Said employee will be placed on the continuing contract list for the following school year.
- D. Eligibility for continuing contract status of employees shall meet all requirements of law under O.R.C. 3319.08 and O.R.C. 3319.11.
- E. Failure to hold a valid teaching license as of the first regularly scheduled workday of the school year shall be just cause for termination. Should the Board choose not to

terminate said employee, the Superintendent shall have the authority to reemploy said employee at the substitute rate if the employee has a substitute license. Once the employee retains a regular teaching license, said employee may be reemployed as a regular employee at the discretion of the Superintendent.

#### 5.06 Challenge of BCII/FBI Records

In the event that the Board receives a BCII report or FBI check that indicates new criminal activity of a current employee the employee may challenge any incorrect information on the report and request a corrected BCII and/or FBI check. Should the employee be put on leave because of the results of the initial report, upon receipt of the corrected report, the Board shall allow the employee to return to duty to resume the employee's contract status in effect as of the beginning of such leave and receive back pay for any workdays the employee may have missed.

#### 5.07 Employee Discipline

##### A. Fact Finding

The administration may conduct a fact finding meeting to gather information. The employee shall be notified of the nature of the allegations or the issues of concern prior to the meeting. Such a meeting is not aimed at imposing discipline but rather at gathering facts. The employee shall be provided with MHTA representation. The employee shall have a choice of the MHTA representative, when feasible. If the employee fails to attend a fact finding meeting, they shall be considered to have waived their right to present their side of the story prior to a disciplinary meeting.

##### B. Disciplinary Meeting

The administration shall provide an employee with a disciplinary meeting when the employee is being formally disciplined.

Written notification of the disciplinary meeting shall include the date, time and the alleged issue of concern. It shall state clearly that it is of a disciplinary nature and that the employee shall have MHTA representation of their choice. The request for a representative shall not delay the proceedings for more than one (1) workday. The administration may also request the presence of a representative designated by the superintendent.

##### C. Discipline for Just Cause

Any discipline of any employee shall be for just cause. This just cause standard shall not apply to non-renewal of a teaching contract, the suspension of a teaching contract, transfers, or any other non-disciplinary action affecting an employee.

##### D. Discipline in Private

Any formal discipline of an employee shall be imposed in private and conducted in a professional manner.

## E. Termination

In the event discipline leads to a recommendation for termination, all termination matters shall be governed by O.R.C. 3319.16 only.

### 5.08 Academic Freedom

The employees and administration seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual differences.

Employees are required to follow the Board's adopted curriculum for their teaching assignment. Employees have the academic freedom to develop and implement innovative instructional strategies and creative ways for students to learn provided the same aligns with the Board approved curriculum. This includes designing and providing engaging work for students and collaborating with one another to share best practices.

Academic freedom shall be guaranteed to employees, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning the Board approved curriculum.

### 5.09 Professional Personnel Records

Personnel records shall be kept up-to-date and on file for reference at all times. There shall be no more than one (1) personnel file maintained for each employee. The personnel file shall be maintained in the Central Office.

- A. All material to be placed in an employee's personnel file that may be construed as critical of an employee shall be read and signed by the employee. Such signature merely acknowledges the employee has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have the right to answer any material filed and such answer shall be attached to the file copy.
- C. No unsubstantiated anonymous letters or materials shall be placed in an employee's file nor shall they be made a matter of record.
- D. Each employee shall have the right upon request of the Personnel Office, to review all contents of the employee's own personnel file within two (2) work days during regular business hours and shall be supervised by the Personnel Director or designee. Should the Personnel Director or designee not be available, it shall be the first available day. The employee shall be entitled to have a representative of the employee's choosing to accompany the employee during such review. If the employee desires a copy of any of the contents so examined in the personnel file, the employee shall be provided the copy within a reasonable period of time. The first copy of any document in an employee's

personnel file shall be without charge. Unauthorized removal of any documents from the personnel file shall be grounds for termination.

- E. An employee may petition the Superintendent, in writing, to remove a document that the employee claims to be inaccurate, untimely, or unfair from the employee's personnel file. The employee's petition shall describe with specificity why the document is inaccurate, untimely, or unfair and may include any supporting evidence/documentation. The employee's claim shall be sustained to the satisfaction of the Superintendent or the material shall remain in the employee's personnel file. The approval to remove such material by the Superintendent shall not be unreasonably withheld. All removed materials shall be placed into a designated District "dead" file.
- F. For confidentiality purposes, where an employee is required to provide medical certification or where a medical report is obtained from a Board selected or mutually selected physician pursuant to the requirements of this Agreement, the medical certification or medical reports shall be maintained in a separate confidential file which shall not be part of the employee's personnel file. Applications for use of sick leave (see Appendix 4) shall be maintained in the employee's personnel file and shall not be confidential.

#### 5.10 Assignments

All returning employees shall be given written notice of their assignment for the forthcoming year prior to the last scheduled employee work day. An assignment for the purpose of this article is defined as a building or district assignment, not a grade level or course assignment. After this date, changes will be made in writing and only after consultation with the employee involved. Every effort will be made to inform employees of a new grade or course assignments by August 1.

Any supplemental contract assignments, in addition to the normal teaching schedule during the regular school year, shall not be obligatory with the exception of art and music, but shall be with the consent of the employee. Each supplemental contract position that the Board decides to fill shall be filled no later than ninety (90) days prior to the starting date of the service for which the supplement is paid, except in extraordinary circumstances; supplemental pay shall be paid in accordance with provisions of Section 12.09 of this Agreement. If there is insufficient student participation, as determined by the Superintendent, a supplemental position may be eliminated through the RIF procedure.

#### 5.11 Vacant Positions

- A. A vacant position is defined as the first position vacated in the District which the Board wants to fill again. Any subsequent position(s) that become available as a result of voluntary and involuntary transfers shall not be considered vacant, except for the last position available in which the Board wants to fill again.

- B. Employees should be assigned to positions on the basis of what is in the best interests of the students. Whenever possible, the desires of the employee ought to be considered.
- C. Notices of any instructional or administrative positions within the certified/licensed staff shall be posted by the Superintendent for five (5) work days on all faculty bulletin boards prior to the filling of such position. A copy of this notice shall also be sent to the MHTA President. All open positions shall be sent to all employees via school email. By mutual agreement of the Superintendent and MHTA President, the five (5) day posting requirement can be waived.

## 5.12 Transfer Procedure

It is recognized that from time to time it may be in the best interests for the educational program to transfer members of the instructional staff, from one assignment to another. It is further recognized that such transfer may be desired by either the administration or employee.

### A. Voluntary Transfer

An employee may submit a written request for a voluntary transfer on Appendix 4 to the Superintendent at any time. The request shall be maintained on file until the following July 10<sup>th</sup>. Any employee making a request for a voluntary transfer, and whose request is denied, shall be given written reason(s) upon request.

### B. Involuntary Transfer

Any employee involuntarily transferred shall be given written reason(s) for such transfer. Notice of the involuntary transfer shall be given to the employee prior to the start of the school year, except in cases of emergency. The MHTA President shall be given prior notice of any involuntary transfer.

1. In order to promote the best possible education for the children of the District, some involuntary transfers may be unavoidable. No employee shall be involuntarily transferred more than once in three years. An exception may be made if the MHTA President is in agreement that the district is in financial crisis or the alternative would cause a reduction in force of an employee. When involuntary transfers are necessary, factors, which shall be considered, but are not exclusive, are an employee's area of competence, teaching performance, and length of service in the District, as well as the best interests of the children and the educational program. Employees being involuntarily transferred shall be assigned only to a position for which they are qualified. There shall be written notification by certified mail or by hand delivery notifying employees of the involuntary transfer. Refusal to accept certified mail or hand delivery shall constitute waiver of notice by the employee. Prior to the written notification of an involuntary transfer, there shall be a meeting of the employee involved and the Superintendent or designee to explain the circumstances of the transfer.

2. When an employee is transferred, the employee shall be provided two days to pack and unpack teaching materials. If the move occurs during the school year, a substitute shall be provided for those two days. The employee shall also be provided with necessary packing materials and the necessary custodial services to move the materials. This provision does not apply to transfers made prior to the start of the school year in which the transfer is to occur unless it occurs within five (5) workdays of the beginning of the school year.

### 5.13 Reduction in Force

The Board may make a “reduction in force” or “RIF” for any of the reasons set forth in O.R.C. 3319.17. When making such reductions, the procedures set forth below shall apply.

The following procedures which apply to all contracted employees and govern the reduction of certificated/licensed staff made necessary through decreased enrollment of students, return to duty of regular employees after leaves of absence, suspension of schools, territorial changes affecting the District, changes in curriculum, changes in the use of instructional personnel, and actual or projected shortage of funds. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certified/licensed employee non-renewed under O.R.C. 3319.11 or for performance reasons.

#### A. Attrition

To the extent possible, the number of persons affected by a RIF will be minimized by not employing replacements for employees who retire or resign or whose limited contracts are not renewed.

#### B. Comparable Evaluations

To the extent permitted by O.R.C 3319.17 (D), employees with either an “Accomplished” or “Skilled” evaluation (or similar ranking as may be mandated in a post-OTES 2.0 evaluation system) in the year prior to the RIF, shall be considered to “have comparable evaluations” as defined in O.R.C. 3319.17(C). Accomplished, Skilled, and Developing shall be considered comparable and will be placed in the same category for the purposes of reduction in force. Any non-OTES employees shall be added into the Accomplished skilled and Developing category for purposes of reduction in force. Evaluations that are rated as Ineffective shall also be considered a separate category for purposes of RIF.

#### C. Layoff

Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. Both categories shall be ordered by seniority as defined in Article 1, Section 1.03, Subsection N. Employees with the least seniority rated ineffective shall be laid off

first. Then employees in the Accomplished/Skilled/Developing comparable category shall be laid off by seniority.

2. Should an individual be certified/licensed in another area, he/she shall be permitted to cause the layoff of a less senior individual teaching in that area.

D. Suspension of Contracts

1. Notices of suspension of contracts shall be given in writing no later than June 1. Prior to mid-contract suspension, the Board shall give a thirty (30) day notice of intent to suspend to the affected employee with a copy to the MHTA.
2. An employee suspended under this provision of the Agreement shall not be entitled to a hearing due to such suspension.
3. An employee holding a continuing contract who receives notice of suspension under this provision shall have the right to be recalled under provisions of this Article for five years. An employee holding a limited contract who receives notice of suspension under this provision shall have the right to be recalled under this Article for two school years beginning with the first workday of the following school year.
4. This provision shall not be interpreted as granting a limited contract employee a pre-existing contract right.
5. Employees suspended under this Article shall not be deemed to be unemployed until August 1 of the year in which they were suspended. If the employee receives no notice of future employment by August 1, the employee shall then be deemed unemployed and shall be eligible to file for unemployment compensation.
6. An employee who, at the time of suspension, held a full-time position may decline recall to a less than full-time contract position without loss of recall rights.

E. Recall

The Superintendent shall maintain a recall list that includes only employees who have had a contract suspended under this Article. The right of recall shall be four (4) years for continuing contract employees and two (2) years for limited contract employees determined from the effective date of the contract suspension. Once an employee receives notice that the contract has been/will be suspended under this Article, the employee shall have the following rights.

1. No new employee shall be employed by the Board before first determining whether any employee on the recall list is eligible for recall by use of the method described in this Section.
2. The criteria for determining eligibility for recall shall be in reverse order of the suspension of contracts and the certificates/licenses the employees have on file with

the Superintendent at the time a position becomes open that the Board determines to fill.

3. Employees who voluntarily elect to delete an area or areas of certification/licensure from their teaching certificate/license shall notify the Superintendent of such change. In that event, such employees are not eligible for recall, in the event of a reduction in force, in any certification/license area that has been deleted from the State-issued certificate/license at the employee's request.
4. If a vacancy occurs, notice shall be sent via certified letter to the last known address of all employees on the recall list who are eligible for recall according to this Section. It is the employee's responsibility to keep the Board informed of their current address. All employees are required to respond in writing to the Superintendent within ten (10) calendar days of sending of notice. If more than one employee responds to the vacancy notice, the Superintendent shall recall the employee pursuant to Section 5.14(D)(2). Any employee who fails to accept the position within seven (7) calendar days shall forfeit all recall rights.
5. An employee on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave and salary schedule placement as they held at the time of layoff. An employee on the recall list who is unemployed and does not otherwise have group insurance coverage available may continue to participate in those benefits, which are provided to employees in active employment, provided that the employee pays the group rates for such benefits. The employee shall make payments monthly.
6. An opening does not have to be posted if it is filled by an employee from the recall list.
7. An employee on layoff status shall be considered as a substitute for any absent employee.

#### 5.14 Employee Assistance Program

The Board shall provide an Employee Assistance Program ("EAP") for employees. Participation in the program shall be strictly voluntary, though an administrator may recommend an employee consider using the EAP.

#### 5.15 Falsification

Falsification of any document, form or certificate submitted by or statement made by an employee, under this Agreement, is cause for disciplinary action, up to and including suspension or termination under O.R.C. 3319.16. Both the employee and the Board recognize that submission of an electronic form, document or transmission is the equivalent of a signature on a form.



## 5.16 Forms

All forms created by this Agreement, and required to be submitted by an employee shall be made available electronically. The initial application form needed to apply for Workers' Compensation shall also be made available in all buildings.

## 5.17 Internship/Clinical Experience

An employee shall receive the Superintendent's approval prior to utilizing work experience in the District toward hours necessary for an internship or clinical course/degree requirement.

# **ARTICLE VI EMPLOYMENT CONDITIONS**

The Board and MHTA reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be lawfully discriminated against on the basis of race, color, national origin, sex (including sexual orientation), disability, age, religion, military status, disability or membership in the MHTA.

## 6.01 Teacher Work Load

A. Efforts will be made to continue to provide a balanced and equitable instructional load for teachers at all levels of instruction. Instructional loads will be evaluated annually to ensure balance and equity. Ideally, a teacher shall not be assigned to excessive teaching load; however, under unusual circumstances, it may be necessary to assign a teacher to more than the normal teaching load.

## B. Work Day

The employee workday shall not exceed seven and three-quarter (7<sup>3</sup>/<sub>4</sub>) continuous hours including a lunch period. The lunch period shall be duty free and uninterrupted; and shall be no less than thirty (30) consecutive minutes. An employee directed by his/her Immediate Supervisor to work during the lunch period in an emergency shall be compensated at the spot substitution rate.

In addition to the exceptions enumerated in other sections of this Agreement, the workday shall also include the additional following exceptions:

1. Staff Meetings (High School, Middle School, Elementary School): A maximum of two (2) staff meetings per month not to exceed forty-five (45) minutes in duration. Meetings can take place either before or after school. An established schedule shall be provided to employees within the first two weeks of school year. In the event there is a meeting date change, every attempt will be made to notify employees one week before the rescheduled date. In the event the rescheduled meeting must take place sooner, any staff member unable to attend rescheduled meetings shall not be

subject to any disciplinary action providing they have notified their immediate supervisor of a reasonable excuse prior to the meeting.

2. Curriculum & Instruction Meetings (High and Middle School): A maximum of one (1) after-school meeting per month not to exceed forty-five (45) minutes in duration beginning no later than 10 minutes after student dismissal conducted by the appropriate Curriculum & Instruction Lead Teacher or an administrator.
3. Teacher Based Teams (TBT) Meetings (High School, Middle School, Elementary): A maximum of two (2) TBT meetings may be held per month, not to exceed forty-five (45) minutes in duration.
4. Superintendent Meetings (High School, Middle School, Elementary): The Superintendent may, from time to time, need to communicate important district information to all staff through a face-to-face meeting. A meeting of this nature shall not be a regular occurrence. The meeting shall be held either immediately before or after school or as an early release or delayed start school day. Staff shall be notified of the time and place of the meeting in a timely manner.
5. Programs Beyond the Workday: An employee shall not be required to attend more than four (4) building specific programs selected by the employee beyond the regular workday each school year, provided that one (1) such program shall be the respective school's Open House, if one is conducted. The building specific programs will be from a list provided by the building administrator. The meetings required by subsections 1, 2, 3 and 4 above shall not apply to this limitation. Employees assigned to more than one building shall be required to attend only three (3) programs.
6. Staff Development: A maximum of four (4) in-service meetings for three and one half hours, for all employees new to the District, but excluding employees returning to the District.
7. Early Release: If the District offers early release times during the school year, at least one meeting may be dedicated to district wide subject based collaboration.
8. Building Access: An employee shall be allowed access to the school building to which the employee is assigned for no less than the time between 7:00 a.m. and 6:00 p.m. each workday.

C. Decreased Class Size

The Board recognizes the desirability of decreased class sizes, limited class load, and shall make its best efforts to address these areas as additional financial resources may become available.

D. Planning Time

Employees will be scheduled for a minimum of two hundred and twenty five (225) minutes of planning time per week (i.e., during a five day school week, with a minimum of thirty (30) consecutive minutes each school day, and any other planning time scheduled daily in no less than ten (10) minute increments). As set forth in Section 6.15 below, an employee who is called upon to substitute for another employee or supervise another employee's class during their planning time shall receive spot substitution pay. An effort shall be made to divide spot substitution equitably among employees. Planning time in a period shortened day will be prorated based upon the shortened student day.

E. Scheduling Committee

In a cooperative spirit, the building administration and employees shall establish annually a scheduling committee at each building consisting of a representative of all stakeholders (minimum three (3) MHTA members). Each committee shall meet at least two (2) times per school year. The committee shall review and resolve issues regarding lunch, planning and duty time in the schedule. Each committee shall submit and present a written report to the Labor/Management Committee by March 1<sup>st</sup> for approval so that decisions/revisions can be taken into consideration for the following school year.

6.02 Student/Employee Ratio

The Board recognizes the desirability of decreased class sizes, limited work load, employment of additional elementary specialists, school counselors, and special education coordinators, and shall make its best effort to achieve these goals as additional financial resources become available. Under optimal conditions, class size for any employee should not exceed twenty-five (25) students per employee except in classes where learning benefits from larger student numbers such as, but not limited to, band and choir classes. In the event that an individual employee's class size exceeds the optimal conditions identified, the MHTA shall notify the administration who shall attempt to achieve equitable distribution of students.

Other exceptions may be made where the employee, MHTA, and the Immediate Supervisor agree in writing to the exception or where the exception is temporary because of an emergency. Class size for various programs for exceptional students, including, but not limited to, special education and intervention, should conform to law and to accepted optimum professional standards, but should be not less than those in effect in the respective Ohio Operating Standards. The Superintendent shall inform the MHTA President prior to requesting a waiver pertaining to class size.

6.03 Student Learning Stations

The Board recognizes that it is desirable that classrooms established for specialized purposes, such as but not limited to laboratory classrooms and technology classrooms, should have no more students assigned to such classrooms than the number of student learning stations provided in the classroom.

#### 6.04 Elementary Specialists

The Board recognizes that it is desirable that the ratio for elementary art, music, and physical education specialists should be one such respective employee for each four hundred fifty (450) elementary school students or major fraction thereof.

#### 6.05 School Counselors

The Board recognizes that it is desirable that the ratio of high school and middle school school counselors should be one such employee for each three hundred fifty (350) students or major fraction thereof in each school. The ratio of elementary school counselors shall be one (1) for each seven hundred (700) students or major fraction thereof.

#### 6.06 Speech Pathologists

The Board recognizes that it is desirable that the ratio of speech pathologists should be one such employee for each eighty (80) students or major fraction thereof on a caseload with speech needs. The Board also recognizes that it is desirable to consider workload when determining the caseload of the speech pathologists.

#### 6.07 Support for Students with Disabilities

The Board recognizes that the placement of students with disabilities shall occur in accordance with state and federal law. The Board also recognizes that based on IEP/504 needs, adjustments to classrooms may need to occur which include but are not limited to additional support in or out of classrooms, and/or reduction in class size. The supports and size of classrooms for students with disabilities shall be determined by the extent of the IEP/504 services necessary to deliver effective instruction to the students.

#### 6.08 Health/Medical Services

When a student requires health and medical services, the employee shall contact their immediate supervisor to establish a progression of responsibility for student care.

#### 6.09 Music, Art, Physical Education and Employees

Music, art, and physical education should be taught by employees with certification/licensure in these fields.

#### 6.10 Special Education Coordinators at the Secondary Level

The Board recognizes that it is desirable that there should be one special education coordinator at the secondary level. Should the Board desire to create a special education supervisor, MHTA will allow the position of special education coordinator at the secondary level to be eliminated.

6.11 Sections 6.02 through 6.10 are not subject to the grievance process.

## 6.12 Traveling Employees

Employees with teaching assignments, assigned to more than one building in a school day, shall not have to travel during their planning or uninterrupted lunch. Traveling employees shall be allotted thirty (30) minutes to travel between teaching assignments on different campuses and fifteen (15) minutes to travel on the same campus.

## 6.13 Spot Substitution

An employee may be required to give up their planning time to substitute for another employee at either the elementary or secondary level. When a substitute teacher (except in the case of those in a long-term placement) is available, they shall be used before a certified employee to spot substitute.

For the safety of the students, the Immediate Supervisor can expect employees to supervise classes for employees who shall be absent even when the employee is not certificated/licensed to teach the same subject as the absent employee. The employee would not be expected to teach the class if not certificated/licensed, but would as a certificated/licensed person, be expected to supervise the students while they do work assigned by the regular employee, or study. Employees with the same certification/licensure as the absent employee shall be assigned when possible. No elementary art, elementary physical education, or elementary music employee shall be removed from his/her regular teaching assignment to substitute for another employee.

The administration shall do all in its power to obtain substitutes who can competently take over special subjects (art, music, etc.) in the elementary schools. As all elementary employees are certificated/licensed to teach these subjects, the regular employee shall be assigned to teach classes when substitutes are not available.

## 6.14 Replacement for year-long leave of absence

When notification is given to the Superintendent before July 10<sup>th</sup> that a position is available through any leave of absence for an entire school year the position shall be filled with an MHTA employee under a one-year limited contract. Every effort shall be made to fill the position with a content area licensed employee.

## 6.15 Lesson Plans

Standardized templates shall be used for lesson planning. Templates are found in Appendix 5. Employees shall have lesson plans updated at least for the current week and readily available when requested.

A committee shall be formed to research, review and develop a lesson plan template that shall be used by employees. The committee shall include representatives of all stakeholders (a minimum of five (5) from MHTA). Any new template shall be presented for approval to stakeholders. MHTA will vote on acceptance of the template. The expectation we collectively

share is that MHTA will be able to vote on a proposed lesson plan prior to the end of the 23-24 school year.

#### 6.16 School Calendar

A. The School Calendar shall be adopted annually by the Board. Prior to adopting the calendar, the MHTA shall be afforded an opportunity to provide input concerning the calendar. One way such input may be provided is by the MHTA raising the issue as an agenda item at a Labor-Management Committee meeting (Article 2.09).

#### B. Days part of the school calendar

The School Calendar shall not include more than the following: One hundred and eighty-eight (188) days, with one hundred and eighty-four 184 days for returning employees and no more than one hundred and eighty-one (181) days for students.

Employee days shall include:

1. Two (2) days at the beginning of the school year: half of each day shall include convocation and building meetings and half of each day shall consist of employee directed classroom preparation.
2. Three (3) half (1/2) records days; one at the end of each grading period.
3. One (1) records day the last day of school.
4. Up to one (1) of the 184 days may be used to create the equivalent amount of time for two (2) afternoon/evening parent teacher conferences.

C. On days in which school is delayed or cancelled due to a calamity or emergency situation, employees shall not be required to report to work or do work from home the first five (5) days. Beginning with the sixth (6<sup>th</sup>) day, employees may be required to report to work when the Superintendent deems conditions are safe to travel.

#### 6.17 Work Environment

The Board will provide a safe, clean, healthy and secure work environment. As such,

A. The Board shall require all visitors to any Board-owned facility to report to the main office of each building immediately when entering, sign in on the visitor's list, obtain and wear a visitor's pass, and sign out when leaving.

B. A telephone will be maintained in each regular classroom.

C. The Board will strive to provide adequate security staff in the District.

#### 6.18 Employee Relocation

The Board shall provide all necessary assistance to move the equipment, materials, and all other professional belongings of an employee whose classroom assignment or program has been relocated to another room or building.

Should the move involve a significant amount of materials, the employee may request additional time and support to complete the move. If an employee is directed to relocate outside of the school year, the employee shall be compensated \$400 to make the move.

#### 6.19 Classroom Interruptions

Classroom interruptions by the public address system are to be kept at a minimum. Alternatives to general announcements shall be used whenever possible. Classrooms shall be free of interruptions by unnecessary maintenance and construction work.

#### 6.20 Student Performances

An art, music, or physical education teacher required to present an after-school or in-school performance program by students shall be provided sufficient released time to prepare and rehearse said program where needed as determined by the Building Principal. Employees shall request the release time from their immediate supervisor with the approval of the Superintendent. A substitute employee shall continue the classes of the teacher released.

#### 6.21 Equipment, Tools, Supplies, and Materials

Each school building shall contain such equipment, supplies, and other materials in good, usable, and working condition as necessary for the performance of the duties of the employees. Supplies and other materials shall be available at the beginning of the school year when feasible. Supplies shall be restocked as necessary throughout the school year. Employees may submit orders for equipment, supplies and other materials necessary for the beginning of school prior to the end of the previous school year. Employee order recommendations shall be considered and reviewed regarding the specifications for such items before such items are purchased. Such orders may be placed and delivered prior to the beginning of the school year.

#### 6.22 Instructional Materials and Professional Development

The Board shall provide to each employee the materials, supplies, district online grade book, technical training, and support required for the employee to adequately perform his/her duties. Current books and supplemental materials shall be provided for all students on the employee's class roster in the first few weeks of school when feasible.

Adequate ongoing professional development will be aligned to both district and employee needs and goals. The district will accept employee input as to areas of need and/or priority when designing and implementing professional development.

The district shall form a professional development committee, consisting of up to three (3) administrators, chosen by the Superintendent, and up to three (3) MHTA representatives (one elementary, one middle school and one high school), chosen by the MHTA President. The purpose of the committee shall be to meet in May to provide input for the upcoming school year. The BLT shall provide input to the building administrator for building level professional development prior to each professional day.

Agendas for professional development days shall be provided to employees twenty four (24) hours prior to the professional day.

#### 6.23 Instructional Technology and Support

The Board shall provide to each employee a functional computer, printing capabilities and the technology, training and support in the opinion of the Board, required for the employee to adequately perform their duties. Once trained, the employee will use the technology, when feasible. For new employees, at least one half of one of the four days of orientation shall be for interactive computerized training on electronic district forms, school email, Progressbook and DASL.

#### 6.24 Employee Facilities

The Board shall provide separate workroom, lunchroom, and restrooms. Single staff restrooms in the buildings will be made gender neutral.

#### 6.25 Residency

Residency within the District shall not be a condition of employment, re-employment, promotion, attaining continuing contract status and/or transfer.

#### 6.26 Drug & Alcohol Testing

##### Pre-Employment Alcohol and Drug Testing

All applicants for positions identified by the District as safety-sensitive positions including persons previously employed by the District shall be required to submit to testing for alcohol, drugs, or controlled substances as a condition of employment once the job offer is made, pending medical testing. All applicants for supplemental positions, except employees who are currently employed by the District in another position, shall be tested under this section. Applicants testing positive shall not be hired by the District. An applicant refusing to submit to testing shall not be considered a valid candidate for employment with the District and said application shall be considered withdrawn. Such applicant shall not be reconsidered for employment with the District for at least twelve (12) months and only upon documented proof of successful completion of a drug and/or alcohol rehabilitation program, and submission to testing.

#### 6.27 Preparation of IEPs

An employee assigned to prepare an Individual Education Plan (IEP) will be released from their regular assignment equal to two (2) hours in not less than thirty (30) minute increments for each IEP that they have to prepare. The released time must be scheduled and approved by the Building Principal. On calamity days when employees are required to report to work, any employee that has IEP's due within the next sixty (60) days must clearly identify, for their building administrator, which IEP's they will be working on during that time.



When an Intervention Specialist is on approved leave, an administrator may designate another employee to complete the IEP. For each employee who writes an IEP in this circumstance, they shall be paid at the other special rate of pay (see section 12.10) for a maximum of two (2) hours per IEP.

#### 6.28 Timely Response to Communications To/From Parents and Students

All employees shall respond to telephone and electronic communications from parents on a timely basis. Timely basis shall mean that such response shall occur on the same day as the message was left/sent, but in no event shall such response be later than one school day if possible after said message was left/sent.

#### 6.29 Electronic Grading

Employees shall maintain the District's on-line grading program in a timely manner and shall post grades and enter interims and report cards so parents and students can know the status of the student's grades at all times. Parents without computer access can request a copy from office staff.

#### 6.30 Professional Attire

In order to send the appropriate message about professionalism in the workplace, all employees shall dress professionally, on every work day when students are in school. Exceptions to this rule shall be made on administratively designated "days".

#### 6.31 Student Support

The special education coordinator shall inform the principal of any compliance issues related to established policies, procedures, and regulations. The special education coordinator shall provide input and feedback to the building principal in identifying supports for students and staff.

#### 6.32 Labor/Management Committee

In the spirit of cooperation and in order to maintain open lines of communication, representatives of the Board and MHTA shall meet as a Labor/Management Committee. The Committee shall meet monthly, from September through May, at a time convenient to both parties. Additional meetings may be scheduled by mutual agreement. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure but to resolve current relevant issues which exist in the District. Each building, in a cooperative manner, shall maintain a building level labor management committee that should meet at least once per quarter.

For these meetings, each party will submit to the other, no later than two (2) workdays prior to the meeting, an agenda of the matters to be discussed. Additional items may be added thereafter by mutual agreement. A meeting may be postponed or cancelled by mutual

agreement. Each party shall have no more than seven (7) members on the Committee selected by their respective parties. No fewer than three (3) such representatives from each side should remain consistent throughout the school year.

### 6.33 IEP, 504 and Multi-Factored Evaluation (MFE) Team Meetings

Every attempt will be made to schedule Individualized Education Program (IEP) meetings, 504 meetings, and Multi-factored Evaluation (MFE) team meetings immediately before or after the student school day. Should an employee attend a meeting that begins or ends outside of the regular workday times, the employee will receive spot sub pay for properly documented and approved time. Should a parent not be able to meet before or after school, meetings will be scheduled during the school day at a time to accommodate the parent.

## **ARTICLE VII** **ABSENCE AND LEAVE**

### 7.01 Unpaid Leave Guidelines

In the event an employee has no remaining appropriate leave days and requires additional leave, the employee shall secure approval from the Superintendent prior to using any unpaid leave of absence, except for in emergency situations. For medical reasons due to illness or disability, the board shall grant the request, under ORC 3319.13. Approval shall not be denied without proof of falsification.

### 7.02 Sick Leave

- A. Accumulation of sick leave shall be unlimited to three hundred thirty (330) days. Sick leave may be taken in no less than one-half (1/2) day increments except where sick leave is taken at either the beginning or end of a workday. Where sick leave is taken at either the beginning or end of a workday, the sick leave may be taken in no less than one-quarter (1/4) day increments. For purposes of this subsection, a quarter (1/4) day shall be defined as follows: a quarter-day of sick leave shall mean the first two (2) hours or last two (2) hours of the employee's workday.
- B. Sick leave shall be accumulated at the rate of 1-1/4 days per month beginning with the first month of employment.
- C. A full-time employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave. Acceptable reasons for leave with pay are personal illness, pregnancy, adoption of a child, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury, or death in the immediate family. The "immediate family" is to be interpreted to mean: father, mother, sister, brother, husband, wife, child, stepparent, stepchild, grandparent, grandchild, in-laws with the same relationship or a person living in the household.
- D. Employees who have accumulated leave with pay from state, municipal, or previous board of education employment in Ohio, upon entering the service of the Board shall

make application to the former employer for a written statement of the approved amount of accumulated sick leave. This statement shall be forwarded to the Treasurer who shall credit the employee with the amount of such accumulated sick leave, up to the maximum set forth in 7.02(A).

- E. Upon receipt of a written request from the employee, the Board will advance sick leave to new employees, who have not yet earned sick leave, and veteran employees who have exhausted all the leave they have earned. The amount of sick leave advanced initially shall be up to five (5) days. Further advancements shall be at the discretion of the Superintendent, and shall not exceed in total, the amount the employee would earn during the school year in which it is granted. If for any reason employment is terminated and the employee has used more than the amount of sick leave earned, any excess shall be deducted from the employee's final paycheck. If the sum owed the Board is in excess of the final paycheck, the employee shall reimburse the Board within thirty (30) days of termination of employment.
- F. Deduction for absence shall be on a per diem basis using the actual number of days to be worked, i.e. 184, 188.
- G. All employees shall utilize a district-approved, computer-based system to document the use of any leave.
- H. During the course of each school year, should an employee be absent for any reason set forth in section 7.02C, for four (4) consecutive days, where no documentation of the reason has been provided, an employee must furnish a certificate from a licensed physician documenting the reason for the absence. See Appendix 6. It is desirable that the employee should notify his/her immediate supervisor at their earliest convenience if the employee feels their illness could extend up to four (4) consecutive days. If an employee displays a pattern to the days in which absences are taken or takes excessive absences, the administration may conference with the employee to review his/her attendance.
- I. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.
- J. Notification by the employee to the District-approved, computer-based system (currently Frontline) of a employee's absence due to an appropriate sick leave reason should be made no later than two (2) hours prior to the start of the school day.

### 7.03 Bereavement Leave

- A. All employees shall be granted up to five (5) days without loss of regular pay per contract year, not chargeable to sick leave, in the event of the death in the immediate family. Bereavement leave may be taken in one-half (1/2) day increments.
- B. For the purpose of this section, a member of the immediate family shall mean only persons who occupy the relationship of spouse, son, daughter, brother, sister, step-parent, stepchild, immediate relative-in-law, grandparent, grandchild, father, mother, and person living in the same household. No employees shall be paid under the provision of this section for any days falling during his/her scheduled vacation period or on a holiday.
- C. An employee shall be allowed one (1) day of absence without loss of regular pay (but no more than one (1) day per school year), not chargeable to sick leave, to attend the funeral of other relatives not defined in 7.03B. This leave may be taken in one-half (1/2) day increments.
- D. If the event of the death of a member of the immediate family of an employee occurs at a distance greater than three hundred (300) miles from Maple Heights, the employee may be allowed an additional absence of up to one (1) workday per school year without loss of pay, not chargeable to sick leave, for travel time.
- E. Under no circumstances shall the leave set out in this section be accumulated from one contract year to the next.
- F. All employees shall complete the form contained in Appendix 7 which shall be finished and submitted in a Board designated system or upon your return to work to your immediate supervisor at the first available time, when seeking leave pursuant to this section.

### 7.04 Professional Meetings and Conferences

- A. Employees are encouraged to attend professional meetings that contribute to the improvement of the educational programs. In order to regulate attendance to these meetings, certain procedures shall be observed.
- B. No later than thirty (30) calendar days prior to the requested attendance date, an employee wishing to attend any professional conference, meeting, or convention shall file a written request on the form using the online professional development/conference form located on the district website to the Superintendent through the Immediate Supervisor. Within five (5) workdays of receipt, the Immediate Supervisor shall initial the request and forward it to the Superintendent who may grant such request with or without full deduction of pay. Employees sent to such conferences as representatives of the Board shall have no reduction in pay. The Superintendent shall evaluate requests

for reimbursement, if any, for each approved trip. If this procedure is not followed, the trip shall not be approved and shall not be authorized.

- C. Employees attending professional conferences or meetings at Board expense shall brief the Board or brief the District at a staff meeting about the event when requested.
- D. Professional development sessions that occur outside of the school day can be outstanding opportunities for growth and improvement. Attendance for these professional development opportunities are not required although it is one way in which employees can remain current with best practices and enhance personal growth.
- E. If an employee is scheduled for professional development and the school district is closed due to a calamity situation, the employee shall contact their administrator to determine their attendance at said professional development.

#### 7.05 Jury Duty

- A. When a jury summons is received, the employee shall notify the Superintendent promptly (Appendix 8).
- B. The employee shall report to work unless the employee is required to report to a courthouse. If the employee is required to report to a courthouse to serve as a juror, the employee shall receive full compensation for each full workday of jury duty served provided (1) that if the employee is released from jury duty prior to 1:00 p.m., they shall report to work and serve the remainder of the employee workday; (2) the employee completes a form electronically and the employee shall utilize a district-approved, computer-based system to document the use of any leave; and (3) the employee delivers to the Treasurer any and all monies received in payment to the employee from the court as and for juror compensation and/or expenses.
- C. Employee travel expenses while required to report to a courthouse to serve jury duty on a work day shall be reimbursed by the Board not to exceed the daily court reimbursement.
- D. Any employee who is required to report to a courthouse to serve as a juror but who fails to comply with the mandates of this Section shall not be entitled to compensation for any days served as a juror. This provision shall not be utilized for any purpose other than jury duty and the Board shall not compensate the employee for court appearances under this Section that are not as and for jury duty.

#### 7.06 Personal Leave

- A. Each employee shall be entitled to up to three (3) unrestricted days of absence, with pay, each school year (non-cumulative), which days shall not be deducted from sick leave. Requests for personal leave shall be submitted to the Immediate Supervisor on a district-approved, computer-based system, at least three (3) regularly scheduled workdays in advance of the days for which leave is requested, except in documented

emergencies (i.e., for circumstances that require the employee's immediate attention and were not known and could not have been known about twenty-four (24) hours in advance).

In a documented emergency situation, the employee must complete the personal leave request on the day the employee returns to work and specifically identify the nature of the emergency and attach any relevant documentation. Where personal leave is taken at either the beginning or end of a workday, the personal leave may be taken in no less than one-quarter (1/4) day increments.

For purpose of this subsection, a quarter (1/4) day shall be defined as follows: A quarter-day of personal leave shall mean the first two (2) hours or last two (2) hours of the employee's workday. Emergency personal leave requests must be made electronically. No request will be approved unless all sections are completed. Personal leave utilized in violation of this Section shall be cause for disciplinary action including suspension or termination of employment under O.R.C. 3319.16.

- B. Personal leave will not be approved by the Superintendent on any of the following days, except under very unusual circumstances and where the request for leave is in writing:
1. The first and last week of school;
  2. The workday preceding or following a day (or days) when school is closed for the holidays;
  3. Professional conference days.

Unused personal leave shall be converted to sick leave on the first pay in July.

#### 7.07 Parental Leave

- A. An employee may request and be granted a parental leave of absence without pay or benefits on the conditions set forth below:
1. The parental leave of absence shall be for the balance of the school year in which delivery or de facto custody of a child being adopted occurs, or prior to receiving such custody, if necessary, to fulfill the requirements for adoption, except that an extension of one (1) year shall be granted if delivery or custody occurs after March 1 and is requested by an employee no later than April 15 preceding the year for which such leave is requested. Leave may be terminated earlier as hereinafter provided.
  2. The leave may be extended for one (1) additional school year upon the request of the employee to the Board, made not later than April 15 preceding the year for which such leave is requested. No later than April 15 of the first school year of parental leave, the employee shall do one of the following:

- a. notify the Superintendent in writing of the employee's intent to return to work the subsequent school year; or
- b. request an additional school year of parental leave that may be granted.

Failure to notify the Board in writing by April 15 pursuant to this section of the employee's intent to return to work or request additional parental leave shall be deemed an abandonment of the employee's employment and a voluntary resignation of the employee's teaching contract.

3. Failure to obtain custody of a child in an adoption or the termination of pregnancy, application for reinstatement may be made by the employee at any time during the school year, but no later than July 10. The employee may be reinstated no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph (2) above.
  4. Upon return from approved parental leave, the employee shall be entitled to reinstatement to the same or similar position with the same contractual status which the employee held prior to the leave. If said leave is extended, the same provision shall apply.
  5. An employee on parental leave may continue to participate in group insurance benefits under COBRA.
  6. An employee on parental leave of absence shall not be denied the opportunity to substitute in the School System by reason of the fact that he/she is on such leave of absence.
- B. A pregnant employee may use up to six (6) calendar weeks of sick leave after the birth, after which the employee shall return to work or be granted an unpaid leave pursuant to other provisions of this Agreement. However a documented illness after the six (6) week period can extend sick leave and the District shall pay the premium for medical and prescription drug insurance plan and life insurance for the balance of the school year in which such leave is commenced or for a period of three (3) months, whichever is shorter; which shall be granted for disabilities resulting from her pregnancy and for her period of confinement. Where benefits are not paid by the District, the employee may continue to participate in benefits provided other employees by payment of the group rate for such benefits.
- C. The employee shall complete and be able to use the options available in Appendix 9 to use parental leave.

## 7.08 Sabbatical Leave

### A. Professional Improvement: With Compensation

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for not more than one (1) school year or less than one (1) college quarter for the purpose of professional improvement subject to the following conditions:

1. Not more than two teaching staff members and one non-teaching staff member may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth.
3. A satisfactory substitute shall be available, who shall be a first-year employee at the bachelor's degree level if possible.
4. Upon evidence that the professional growth plan has been completed satisfactorily, the employee shall be eligible for partial compensation in accord with the following restrictions.
  - a. The employee shall be willing to return to the employ of the District for at least one (1) year following the leave.
  - b. Compensation shall be limited to the difference between the employee's salary as scheduled in the District and the amount paid to his/her replacement, such compensation to be paid upon evidence of the employee completing the professional growth plan.
  - c. The employee shall refund the entire compensation if the employee does not complete one (1) year of service following such leave.
  - d. The Board shall not seek recovery from the estate of a deceased employee who died during the year following the sabbatical leave.
5. An employee upon return from leave, shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment. (An employee may continue available benefits at their cost while on leave, provided the company providing the benefits shall allow such continuation.)



6. No employee shall be granted such leave more often than every five (5) years, and leave shall not be granted more than once to the same individual until requests of other eligible employees are considered.

B. Professional Improvement: Without Compensation

Employees who have been employed by the District for at least three (3) consecutive years may be granted leave for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions:

1. Not more than two employees and one non-teaching staff member may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request along with a plan for professional growth. Upon return, evidence shall be submitted of the attempted compliance with the plan.
3. A satisfactory substitute shall be available.
4. Upon the return to service, the employee shall resume the contract status previously held and shall be granted salary increments (except for experience credit for the period of absence), and other benefits provided by law or by action of the Board.
5. A request for an extension of such leave for not more than one (1) additional school year shall be considered under special circumstances.

C. Leave of Absence for Exploring An Alternate Career

Upon approval of the Superintendent and the Board, employees who have been employed in the District for at least five (5) consecutive years may be granted leave for no more than one (1) year to explore an alternate career, subject to the following conditions:

1. Not more than five (5) employees may be on leave at any one time.
2. To be considered, an employee shall present to the Superintendent a written request no later than July 10 of the year in which the leave will commence for the following school year.
3. Should an employee choose to return to the District following the year of leave, he/she shall notify the Superintendent of this intention by April 1 of the year in which they would return. If they choose to resign, a letter of this intention shall be received by April 1 of the year the leave expires. If notification is not received by the deadline date the employee shall be deemed to have abandoned their employment and to have voluntarily resigned their teaching contract.

4. During the time of the leave, there shall be no compensation paid. An employee on leave may continue available benefits at their cost while on leave, provided the company providing the benefits shall allow such continuation.
5. An employee who chooses to return from leave shall be assured employment either in their former position or a comparable one for which they are certified/licensed. All rights with respect to contract status, salary increments (except for experience credit for the period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the employee upon return of employment.
6. A request for an extension of such leave for not more than one (1) additional school year shall be considered under special circumstances.

#### 7.09 Extended Illness and/or Disability Leave

- A. A request for an unpaid leave for extended illness and/or disability shall be made in writing to the Superintendent. Leave shall be granted only upon certificate of a licensed physician that an extended illness or disability exists. An employee who is granted a leave of absence for extended illness and/or disability shall receive any and all fringe benefits, which they would otherwise have as an employee of the District for a period up to six (6) months from the initial date of absence. In the event an employee has applied for and been denied STRS Disability and they are appealing that decision, the employee would have up to an additional twelve (12) months.
- B. An employee who is on extended illness and/or disability leave shall apply for and accept immediately STRS disability benefits as soon as the employee becomes eligible. Such coverage shall cease if and when the employee receives disability retirement payments from the State Teachers Retirement System. Failure to apply for STRS Disability shall result in the loss of rights covered under section A above.
- C. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who shall prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board shall provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that medical report(s) addressed herein can be released to the Board. Nothing in this paragraph shall diminish an employee's rights provided by Loudermill Decision.

#### 7.10 Public Calamity

In the case of absence resulting from travel difficulties between the employee's local residence and their place of employment, provided these difficulties are caused by a public calamity (i.e.,

flood, storm, etc.) the salary deduction shall be waived, upon approval of the Superintendent, if such absence was imperative to the protection of property and personal safety of the employee and/or their immediate family. The employee shall inform the school of the calamity at the earliest reasonable time so that the best provisions for the employee's classes can be made. Such approval shall not be unreasonably withheld.

#### 7.11 Federal Family and Medical Leave

The Board shall comply with federal law regarding FMLA. However, all FMLA shall run concurrently with sick leave, and employees shall be entitled to use intermittent leave.

#### 7.12 Professional Growth Leave

Employees are encouraged to maintain professional memberships and take part in the various local, state, and national organizations. Employees are strongly encouraged to continue their formal education. It is also desirable that employees participate in various conferences, professional meetings, school visitations, and workshops. Upon prior approval of the Superintendent and the Board, and assuming the availability of funds, all necessary and reasonable expenses (i.e., registration, meals, lodging, transportation, etc.) incurred by employees attending such conferences, meetings, visitations, and workshops shall be reimbursed by the District.

#### 7.13 Assault Leave

- A. For the purpose of this assault leave provision, an assault is defined as actual physical harm to an employee that is knowingly or recklessly caused by a student.
- B. An employee who is absent due to disability resulting from an unprovoked assault upon said employee where the assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall be granted up to thirty (30) workdays of assault leave provided all provisions of this section are met. During such assault leave, said employee shall be maintained on full pay status.

##### Provisions:

1. An employee who has been threatened with assault or assaulted in connection with the performance of an assigned duty of the Board shall notify their Immediate Supervisor immediately. Within twenty-four (24) hours of the incident the employee, when physically possible, shall provide their Immediate Supervisor with a written report of the incident (see Appendix 10). Such a report shall be signed by the employee. The employee may need to provide additional written information to their immediate supervisor upon request. The employee may also file a police report with the appropriate law enforcement agency.
2. A certificate from a licensed physician, attached to Appendix 6 shall be required before assault leave can be approved for payment if the leave exceeds two (2)

days. The Board shall provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.

- C. Any assault leave may be subject to review by a Board appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. The Superintendent reserves the right to review questionable assault leave claims.
- D. An employee who is on assault leave may apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave, and Board payment of any fringe benefits, shall be discontinued as of the effective date of STRS disability or retirement benefits.
- E. An employee temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, when possible. If said employee desires another position or assignment, such selection shall be in accordance with the Board established "Transfer" policy.
- F. If the employee is physically disabled by the assault for longer than thirty (30) workdays, additional absence shall be deducted from the employee's sick leave. If the physical assault results in a physical injury, which has abated, and a claim is made for assault leave as a result of a mental disability, then the employee shall submit to an examination by a physician of the Board's choosing. The employee shall disclose any pre-existing mental or physical condition.
- G. Any criminal assault charges filed by an employee as required by subsection 7.13(A)(1) may be withdrawn by the employee without waiving any right to assault leave only under the following limited circumstances:
  - 1. The student, prior to the assault, was receiving special education services from the District; and
  - 2. A manifestation meeting was conducted and it was determined that the student's behavior was a manifestation of the student's disability.
- H. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who shall prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board shall provide the employee with an authorization form that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician for release of the physician's report to the Board as provided for in this Section.
- I. If employee's absence resulting from assault is covered by worker's compensation, the

Board shall provide the additional compensation that shall provide said employee with the same income he/she received at the time of his/her assault.

#### 7.14 Personal Leave Bank

- A. A personal leave bank shall be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.
- B. The donations to the Personal Leave Bank shall not be counted as a day of absence for attendance incentive pay.
- C. The Board shall keep track of accumulated days and provide a list of eligible leave participants to the MHTA President at the beginning of each school year.
- D. Eligibility and Use of Personal Leave Banks Days
  - 1. The Superintendent and the MHTA President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed thirty (30) days initially. Such eligible employees must have exhausted all of their sick leave accumulation, including sick leave advances and must have a serious or catastrophic illness or injury either personally or in their immediate family.
  - 2. Only bargaining unit members who have donated shall be eligible for enrollment in the personal leave bank and may enroll by donating one (1) personal leave day to the bank.
  - 3. If an employee is considered for disbursement of personal leave bank days, he/she must first contribute any remaining personal days to the personal leave bank before any days are disbursed to the employee.
  - 4. An employee using the personal leave bank must apply for STRS disability leave when eligible.
  - 5. The MHTA President shall receive an updated list prior to the end of each school year.

### **ARTICLE VIII** **STUDENT RELATIONS**

#### 8.01 Student Physical, Social, and Emotional Concerns

The Immediate Supervisor is responsible for notifying employees about the procedures for obtaining health information on the students they teach.

Employees shall follow Ohio law, policies and Administrative regulations concerning the physical, social, and emotional state of students.

If an employee has concerns regarding the academic, physical, social, and/or emotional status of a student, then the employee has a responsibility to report this to his/her Immediate Supervisor. This child shall then be brought up before the building intervention team. The building procedures for this process shall be subsequently followed.

## 8.02 Student Discipline

The Board/Administration and MHTA employees will work together to maintain appropriate discipline in classrooms and in the building. The Board/Administration shall provide all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. Such support and assistance shall include, but not be limited to, an annual in-service program, conducted within the first month of the school year, addressing classroom management skills and how to de-escalate student behavior/conduct.

It is recognized that when discipline problems occur they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. An employee is expected to use reasonable judgment when addressing student misconduct (i.e., the employee is expected to utilize their training to de-escalate the situation).

The administration and employees recognize that acts of gross misconduct and disrespect shall not be tolerated. The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee shall immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of the situation. If the administrator concludes gross misconduct has occurred, the student shall not return at least until the next school day.

All referrals shall be submitted electronically and all dispositions of student referrals shall be returned to the employee within ten (10) work days unless mutually agreed upon by the administrator and the effected employee.

In a cooperative spirit, the administration and employees through the District and building PBIS Committees, shall work together to establish, bi-annually review, and revise, if necessary, written building wide discipline procedures. These procedures shall include, but are not limited to: referral, student removal, and response from administration procedures.

## 8.03 Assault Protection of School Personnel

In the course of performing assigned duties, acts or threatened acts of physical assault or verbal or written attacks upon school personnel may occur. The Board has a responsibility to ensure that the rights of school personnel are protected when such situations arise. To ensure

that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

- A. The employee shall notify his/her supervisor immediately, and complete the written report addressed in Subsection 7.13(A)(1).
- B. Within twenty-four (24) hours of receiving the employee's written report, the employee's supervisor shall investigate the incident and take appropriate action, which shall include removing the student from the employee's class during the investigation. Within forty-eight (48) hours of receiving the employee's written report, the employee's supervisor shall submit a written report of the investigation and of the action taken. Such report shall be signed by the employee and the supervisor.
- C. In cases where legal action may ensue, the supervisor shall attempt to obtain a list of the witnesses to the assault. The supervisor shall promptly attempt to obtain a written report from all the witnesses. These statements shall be signed, dated, and filed.
- D. A copy of all reports shall be forwarded to the Board through the Superintendent. The Superintendent shall also advise the employee of their legal rights and obligations with respect to such assault.
- E. The Board shall authorize its legal counsel to assist the employee in matters of legal rights and implications, and shall provide supportive assistance if such action results in court action. The Board's legal counsel shall only offer informational assistance to the employee and not provide legal advice. The employee shall sign a statement acknowledging they understand no attorney-client privilege exists between the employee and the Board's counsel. The Board's counsel shall cooperate fully with the employee and the employee's counsel.
- F. If court action results, said employee shall be granted leave of their assigned duties and a qualified substitute shall be provided with no loss of pay to the employee for days in court and for days as may be requested by their legal counsel, court officials, and law enforcement officers. Said court leave shall apply only to situations which the employee is subpoenaed, and not to matters involving workers' compensation, civil matters, or other legal actions initiated by the employee.
- G. The individual found responsible for the assault shall be dealt with according to the District's "Discipline Code." The MHTA shall be a member of the District's Discipline Code Committee. The MHTA shall have equal representation with other groups on the committee when the Discipline Code is revised.

**ARTICLE IX**  
**EMPLOYEE EVALUATION PROCEDURE**

9.01 Identification of Employees Included in the Evaluation System

All OTES employees shall be evaluated pursuant to OTES 2.0 and ORC 3319.11, ORC 3319.111, ORC 3319.112, ORC 3319.113, and applicable laws as may be amended by the Ohio General Assembly which notwithstanding any provision to the contrary in O.R.C. 4117, shall prevail over any conflicting provisions of this Agreement.

All NON-OTES employees shall be evaluated.

9.02 Philosophy

The process of employee evaluation has as its primary purpose the intent to assist all employees to improve instruction or job performance through professional growth. In a cooperative spirit, the evaluator and the employee enter into a continuous dialogue to maintain and/or improve both individual skills and building effectiveness. Individual needs and differences are respected and supported as the individual members of the professional staff strive to improve the quality of education services they offer the Maple Heights community.

The Board shall provide training on components of the employee evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD). (O.R.C. 3319.112)

9.03 Joint Committee for Employee Evaluation (District Choice)

The evaluation procedure set forth in the Evaluation Handbook shall be the sole evaluation procedure for employees covered under the terms of this Agreement. The Maple Heights evaluation committee will meet, as necessary, to review and recommend any changes to the process and/or document. A joint evaluation committee composed of no less than five (5) MHTA members shall review the evaluation instruments and procedures two times annually, or as needed. Should the committee determine changes are necessary to the instruments because of changes in O.R.C. the committee will present to the Labor Management committee for approval. All decisions of the committee shall be achieved by consensus and presented to the Superintendent and the Board.

The committee shall maintain and update the Evaluation Handbook. The Handbook shall contain all procedures for evaluation including local decisions.

The Evaluation Handbook is a binding part of the Master Agreement and shall be subject to the grievance process.

Employees eligible for tenure will be evaluated by their building principal with input from any other administrator directly involved with the employee's job performance. Forms, including



but not limited to observation, self-assessment, goal creation and evaluation shall be found online on the OhioES site.

#### Classroom Walkthroughs

1. The walkthrough shall be no less than five (5) minutes and no more than fifteen (15) consecutive minutes in duration.
2. The employee has access to the electronic district-adopted walkthrough tool.
3. At the request of the employee, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss evidence collected during the walkthrough by the evaluator. However, if the evaluator is not available, they shall meet the next workday the evaluator is available.
4. Walkthroughs shall not disrupt the learning environment in the classroom. Large group (no more than four (4) individuals) walkthroughs shall occur no more than twice quarterly in any employee's classroom.
5. Employees may request a walkthrough at any time and feedback shall be provided if requested by the employee.
6. Any evidence collected in a walkthrough that will be used in a Formal Holistic Observation must be provided to the employee in writing within five (5) working days of the date the walkthrough occurred.

### **ARTICLE X** **PROFESSIONAL DEVELOPMENT COMMITTEE**

#### 10.01 Purpose

The purpose of the local professional development committee (LPDC) is to oversee and review professional development plans for credential renewal as required by O.R.C. 3319.22 and for the selection of Master Teachers pursuant to Ohio law.

#### 10.02 Committee Composition and Selection

The Maple Heights LPDC shall consist of five (5) members. MHTA Executive Committee shall appoint three (3) employees; the Board shall appoint two (2) administrative members, upon the recommendation of the Superintendent.

#### 10.03 Term of Office

The term of office of each committee member shall be three (3) years.

#### 10.04 Operating Procedures

The Board shall establish the time, place and frequency of the meetings. The LPDC shall select the chairperson and other officers deemed necessary, and adopt rules for conducting the meetings. The Committee shall maintain and update the LPDC Handbook and make it available to members.

## 10.05 Decision Making

Decisions shall be made by a 4/5ths vote of the committee.

## 10.06 Training

- A. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
- B. LPDC training for committee members shall constitute appropriate “equivalent activities” for purposes of the committee members own individual development plans if they so decide by majority vote.

## 10.07 Appeals Process

### A. Level I Appeal

- 1. Complete LPDC appeal form and file with the Committee;
- 2. Meet with the LPDC; and
- 3. Receive written response from the LPDC.

### B. Level II Appeal

Within ten (10) days of the decision at Level I, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level II process shall be:

- 1. Committee make-up: (a) certified/licensed educator chosen by employee; (b) certified/licensed educator chosen by LPDC; and (c) certified/licensed educator agreed upon by (a) and (b); and
- 2. Committee shall hear the appeal and render a decision.

### C. Level III Appeal

Within ten (10) days of the decision at Level II, an appeal may be taken by filing an appeal on the appeal form with the Committee. The Level III process shall be:

- 1. Appeals may be taken to the Greater Cleveland Educational Development Center (GCEDC)/Northeast Professional Development Center (NRPDC) or the American Arbitration Association (AAA) for final resolution; and
- 2. Cost for Level III appeal shall be at the expense of the individual filing the appeal.

10.08 In the event that O.R.C. 3319.22 is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

- 10.09 Any reference in this Agreement to educator licensing is hereby deemed to refer also to teacher certification.
- 10.10 Release time may be provided for up to one day per month during the school year for employees who are members of the LPDC so that they may attend Committee meetings. Employees shall be compensated for attending LPDC Committee meetings where they are scheduled outside the workday during the school year at a rate of .0007 of the base salary per hour. The secretary of the LPDC shall be compensated at the rate of .0009 of the base salary per hour for the time spent in LPDC meetings. If the Board determines the need for the Committee to meet during the summer, the employees who are members of the LPDC shall be paid at a .0007 of the base salary per hour.

## **ARTICLE XI**

### **RESIDENT EDUCATOR PROGRAM**

#### 11.01 Purpose

The Resident Educator Committee shall be responsible for identifying mentors for the Resident Educator program, and annually identifying the roles of the mentors in the program. The Resident Educator Program shall be a program administered and funded by the District.

#### 11.02 Committee Composition and Selection

This committee shall include four (4) MHTA members who are practicing teachers and representative of elementary, middle school and high school employees appointed by MHTA and two (2) administrators appointed by the superintendent.

11.03 In the event that the Resident Educator Program is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

11.04 All MHTA members of the committee will be compensated for attending Resident Educator Program Committee meetings where they are scheduled outside the workday during the school year at a rate of .0007 of the base per hour.

11.05 Each mentor employee shall receive a \$500.00 stipend for each resident educator they mentor. The stipend is to be paid in June of that school year.

11.06 Applications for mentoring shall be made available April 1 and submitted electronically by eligible employees prior to the last day of school. Mentors shall be selected from the pool of applicants prior to the first full week of school in August. If the pool has insufficient or unqualified applicants, as determined by the Superintendent, mentors shall be chosen from outside the pool.

**ARTICLE XII**  
**COMPENSATION**

12.01 Employee Salary Schedules

Employee salary schedule shall be found in Appendix 1 of this Agreement.

There shall be no “catch up” for any step frozen from any previous contracts. Further, years of service during any years of step freezes do not count for step advancement.

Effective September 1, 2024

- Step increase;
- Three percent (3%) BA salary adjustment.

Effective September 1, 2025

- Step increase;
- Three and one half percent (3.5%) BA salary adjustment.

Effective September 1, 2026

- Step increase;
- Three and one half percent (3.5%) BA salary adjustment.

12.02 Payroll Procedures and Schedules

A. Masters Plus 60 Program

1. Any employee who files and qualifies for reclassification into the program, under Section 12.02(B) (“Reclassification”) of this Agreement, shall be reclassified, unless such reclassification shall result in more than thirty (30) employees in the program, in which case entry into the program would be delayed until such time as reclassification would not result in more than thirty (30) employees in the program.
2. Paragraph 12.02(A)1 tie breaker rules are as follows:
  - a. Earliest filing under Section 12.02(B) (“Reclassification”);
  - b. Earliest completion date of last course prior to filing under Section 12.02(B) (“Reclassification”);
  - c. Seniority; and
  - d. Total years teaching.

- e. Employees with a Ph.D. or E.D.D. filing for reclassification under Section 12.02(B) are exempt from the restrictions of this Section and employees in or admitted to the program with a Ph.D. or E.D.D., shall not be counted when calculating the cap imposed in Paragraph 12.02(A).

B. Reclassification

In order to be reclassified, each employee shall apply for reclassification by completing and submitting Appendix 11 and shall have on file with the Superintendent an official transcript reflecting additional training on or before October 15 of the year in which reclassification credit on the salary schedule is sought. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date. Failure to comply with the aforementioned timelines will delay the employee's reclassification accordingly.

All coursework taken for reclassification shall be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio), shall be at the graduate level, shall be directly related to the employee's professional growth in the education field and must be pre-approved by the Local Professional Development Committee (LPDC). If not feasible to have approval obtained by the LPDC, the employee may gain written approval through the Personnel Director or Superintendent.

C. Career Technology Employees

The Career Technology Employee without a BA or BS shall move to column Ivb upon receiving the Professional Certificate. The Career Technology Employee shall move to Column V upon completion of sixty (60) semester hours.

The Career Technology Employee who was granted a certificate/license without a BA or BS degree and completes a BA or BS degree +18 hours shall move to column VB, and +30 hours shall move to column VC. This shall only apply to the employee working in a career technology area.

D. Payroll Schedule

All employees shall be paid in twenty-six (26) equal bi-weekly payments. During a year in which twenty seven (27) pay dates fall on the calendar, all employees shall be paid in twenty seven (27) equal payments to avoid a skip payment. This shall be in conformity with the payroll procedures of the Board. All employees shall utilize direct deposit.

E. Deductions

Deductions in pay are made for the following:

1. State Teachers Retirement;

2. Federal Income Tax;
3. City Income Tax;
4. State Income Tax; and
5. Unauthorized Absences.

F. Voluntary Deductions

The following deductions may be made when applied for by an employee:

1. Health Insurance;
2. If the Agreement is terminated as the result of an election for recognition of a bargaining agent in accordance with Article I, payroll deductions for organization dues shall terminate immediately upon recognition of the new bargaining agent;
3. Credit Union;
4. Life Insurance;
5. Tax-sheltered Annuities;
6. Political contributions may be deducted in accordance with O.R.C. 3599.031;
7. Flexible Spending Account

G. National Board Certification

Employees who obtain National Board Certification in the subject area/matter that they teach shall receive an annual stipend of five hundred dollars (\$500.00) once per fiscal year.

12.03 STRS Share

Effective with the effective date of this Agreement, the Board shall “share” contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

- A. The amount to be shared and paid on behalf of each employee shall be the current rate required by O.R.C. 3307.26, which sets forth the employee’s required contribution. The employee’s annual compensation shall be reduced by an amount equal to the amount shared and paid by the Board.
- B. The shared percentage shall apply uniformly to all members of the bargaining unit.

- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer share.
- D. The share shall apply to all compensation earned thereafter including supplemental earnings.

Severance pay, supplemental salaries and index, and similar matters shall be based upon the published salary schedule.

#### 12.04 Worker's Compensation

- A. Employees are eligible for compensation under the State Worker's Compensation Act of Ohio in cases of injury or death. Such injury or death shall be incurred when the employee is fulfilling his/her duties as provided in their contract.
- B. When an employee sustains an injury while on duty, a written report shall be made by the individual within seventy-two (72) hours and submitted to the Immediate Supervisor unless the individual is physically unable to do so wherein the form shall be submitted as soon as practicable. Upon their verification of injury, the Immediate Supervisor shall forward the report to the Superintendent. At the time of an injury, the administration shall notify the injured employee that they have the option of applying for Worker's Compensation or using sick leave, or, if applicable, assault leave for any days of work missed due to the injury. Any temporary total disability benefits received by an employee under the State Worker's Compensation laws shall reduce the Board's liabilities and the employee's benefits under any compensated absence and leave provisions of this Agreement.
- C. If an employee intends to make a claim for compensation, the employee shall obtain the necessary forms from the Treasurer's Office. The forms are prepared in duplicate – one copy for the Treasurer's file and the original for the Industrial Commission of Ohio. However, both forms, after being completed by the individual and physician in charge, shall be returned to the Treasurer for processing.
- D. All claims shall be processed without undue delay at each step by the person responsible.

#### 12.05 Mileage

Each employee shall be reimbursed for driving between building assignments, professional trips and evening/weekend assignments. Each employee seeking reimbursement pursuant to this Section shall complete a form provided by the Treasurer's office and file the form with the Treasurer's office prior to receiving any reimbursement. The reimbursement for mileage shall be calculated at the current Internal Revenue Service rate.

#### 12.06 Work Attendance Incentive Program

Any full-time employee who completes an entire semester with perfect attendance shall be entitled to a bonus of five hundred dollars (\$500.00). Any full-time employee who has perfect

attendance for the last forty-five (45) school days of the school year, but not during the whole semester, shall be entitled to a bonus of two hundred dollars (\$200.00). The maximum an employee can receive under this Section is one thousand dollars (\$1,000.00).

Perfect attendance shall mean the employee will be physically present during the entire workday, each and every workday, except for professional meetings and conferences, under section 7.04, released time for the President under Section 3.06, released time for Professional Development Committee attendance under Section 10.10, bereavement leave, leave for jury duty under Section 7.05 if attempts to postpone were denied, leave mandated by the Board to determine fitness for duty shall not be counted against this perfect attendance award, and other Board-approved released time for which the employee is performing a service to the District. Any absence or tardiness, which does not fall within the exceptions listed above, will nullify an employee's right to a bonus, regardless of the circumstances. The provisions of this incentive program shall be strictly monitored and construed. Payment of this incentive for the first semester shall occur in February of the contract year in which the incentive was earned. Payment of this incentive for either the second semester of the last forty-five (45) school days shall occur in July of the contract year in which the incentive was earned.

#### 12.07 Severance Pay

- A. Upon retirement, as hereinafter defined, employees shall be entitled to pay at the employee's respective daily rate for one-third (1/3) of accumulated sick leave, payment of severance shall be limited, however, to a maximum of one hundred and ten (110) days (1/3 of the maximum 330 accumulated sick leave days).
- B. Within the meaning of this section, an employee may "retire" once only in Ohio. Retirement from another district shall make an individual ineligible for this retirement benefit. This section does not apply to anyone who left the system prior to its adoption.
- C. The employee shall have until ninety (90) days from the date on which the employee retires to apply for severance pay. The employee will provide written documentation of their first payment from the State Teachers Retirement System.
- D. All employees eligible to receive benefits provided under this section shall have those payments directed to the tax sheltered 403b programs which the District currently authorizes.
  - 1. An employee eligible for a severance pay benefit shall receive such benefit in a lump sum payment which shall be paid at the time of the first pay date in January in the calendar year following termination of employment.
  - 2. If payment exceeds IRS limits, the remaining amount will be paid the first pay date in January of the following calendar year.
- E. Acceptance of severance pay shall eliminate all sick leave pay credit accrued by the employee up to that time and such credit may not be transferred to any other institution.



- F. The rate paid will be the per diem rate of the employee's last contract including all supplemental contracts and extended service.
- G. When an employee has submitted their notice of retirement, the Board will provide the employee within fourteen (14) calendar days of the last employee workday a detailed explanation of what severance will be paid including but not limited to the number of sick days accrued, the number of sick days that will be paid out calculated as directed above, the per diem rate used for each sick day, and the total severance payout that the employee will receive.

In the event of the employee's death prior to disbursement of any payment(s) and upon notification from the survivor's beneficiary within a month of the death, the district shall immediately allocate the said amount(s) to the employee's estate.

#### 12.08 Tuition Reimbursement

The Board shall reimburse an employee for the actual cost of tuition for credit courses in accordance with the following guidelines:

- A. Course work acceptable for reimbursement shall include any graduate course pre-approved by the Local Professional Development Committee; or any course approved by the Superintendent.
- B. An employee is eligible to seek reimbursement for up to five hundred dollars (\$500) per semester hour, or three hundred dollars per quarter hour, to an annual maximum of four thousand dollars (\$4,000) in tuition in any year, September 1 through August 31.
- C. Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Personnel office on the form found as Appendix 12 to this Agreement and shall include evidence of the expense and satisfactory completion of the course. Satisfactory completion of the course is defined as attaining either an A or B in coursework or a Passing Grade in a Pass/Fail course. Payment shall occur to employees in a separate check with the second pay in October.
- D. There shall be an annual total limit on reimbursement of sixty thousand (\$60,000) per school year. In the event applications exceed sixty thousand (\$60,000) for any year, the among employees who submit applications.
- E. An employee shall be employed by the Board the year following the eligible course work to receive the tuition reimbursement, unless the employee is affected by a reduction in force. Employees on approved leaves of absence are also entitled to reimbursement.

F. Formula to calculate tuition is as follows:

Step 1

1. For each employee calculate:

$$\frac{\text{Money spent by employee}}{\text{Total spent}} = \frac{\% \text{ due} \times 60,000}{\text{Money due}}$$

2. If money due  $\geq$  \$4,000, the employee gets \$4,000

Step 2

1. Take  $\$60,000 - x(\$4,000) = \text{Balance}$   $x = \# \text{ of people who get } \$4,000$

2. For remaining people:

$$\text{Money spent by each} = \frac{\% \text{ Due} \times \text{Balance}}{\text{\$ Due Total spent} - (\$ \text{ spent by those getting } \$4,000)}$$

12.09 Supplemental Salary Positions

MHTA members who are hired by the Board to fill supplemental salary positions shall be paid in accordance with the Supplemental Salary Position Schedule found in Appendix 2 of this Agreement. Employees may voluntarily split supplemental salary positions with written application and prior approval of the Superintendent.

For all year long supplementals, the principal (or administrative supervisor) shall review each supplemental quarterly (Oct, Jan, March, May) and if the activity was able to function during the quarter,  $\frac{1}{4}$  of the supplemental and all supplemental duties have been fulfilled, the employee will be paid at the following pay cycle after each of those reviews. The payment dates will be determined by the Treasurer.

For seasonal athletic extracurricular supplementals, the employee's supplemental shall receive the supplemental pay in two (2) equal payments. The first payment shall be paid in the middle of the season provided all supplemental duties have been fulfilled and the final payout shall be made after the season has ended provided all supplemental duties have been fulfilled. The payment dates will be determined by the Treasurer and Athletic Director.

12.10 Other Special Rates of Pay

The pay for spot substitution, summer curriculum writing, home instruction and summer school shall be .0007 per hour of the base salary payable to the next quarter hour. Payment for spot substitution shall be made twice yearly, once in February and once in June.

12.11 Student Teacher/Intern Stipend

An employee who supervises a student teacher shall be granted thirty (30) CEUs. An employee who supervises a field experience student shall be granted ten (10) CEUs

**ARTICLE XIII**  
**INSURANCE**

13.01 Medical and Prescription Drug Insurance Plan (as of Sept 1, 2023)

A. Premiums

Each employee enrolled in a District-sponsored plan shall contribute toward the plan based on the following schedule:

\$90.18 per month	Single Coverage
\$217.75 per month	Family Coverage

*NOTE: The premium contribution amounts set forth in this Agreement are subject to change based upon annual renewal funding rate increases.*

B. Prescription Drug Plan

Generic Retail	\$10	30 day supply
Generic Home Delivery	\$20	90 day supply
Preferred Brand Retail	\$30	30 day supply
Preferred Brand Home Delivery	\$60	90 day supply
Non-Preferred Brand Retail	\$60	30 day supply
Non-Preferred Brand Home Delivery	\$120	90 day supply
Specialty Drugs	\$60	30 day supply

Other Prescription Plan Information: MMO’s Basic Plus Formulary: Prior Authorization, Quantity Duration Limits and Step Therapy for certain drugs.

*NOTE: The premium contribution amounts set forth in this Agreement are subject to change based upon annual renewal funding rate increases.*

C. Summary of Insurance Specifications

	Member Responsibility
Deductible:	
Single	\$350 in/\$1,050 out
Family	\$700 in/\$2,100 out
Co-insurance:	20% in/40% out
Out-of-Pocket Max (excludes deductible)	

Single	\$1,500 in/\$3,000 out
Family	\$3,000 in/\$6,000 out
Office Visit Co-pay:	\$10 in/40% co-insurance out
Office Visit In a Specialist Office	\$40 in/40% co-insurance out
Urgent Care co-pay:	\$40 in/40% co-insurance out
ER Co-pay:	\$200
Non-emergency use of ER	\$300 in/\$300, then 40% out

*NOTE: The premium contribution amounts set forth in this Agreement are subject to change based upon annual renewal funding rate increases.*

D. Spousal Coordination of Benefits

1. If the employee's spouse is eligible in their employer's group health insurance and/or prescription drug insurance, the spouse of the employee must enroll in said employer's sponsored group insurance coverage(s). (Spouse available insurance). The employee's spouse may enroll in single employer sponsored group insurance coverage. The spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available group health insurance coverage", that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether or not their spouse is eligible to participate in "spouse available group health insurance" sponsored by the spouse's employer.
4. If an employee submits false information about their spouse's "spouse available group health insurance" coverage, the employee may be subject to disciplinary action by the Board, up to and including termination of the employee.
5. If an employee and/or their spouse and/or the dependent(s) involuntarily lose insurance coverage from any other plan (eg. Employer of spouse/dependent discontinues insurance coverage, spouse/dependent changes job and no longer has insurance benefits through the employer), that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage with no pre-existing condition exclusions or waiting period.
6. The Spousal Coordination of Benefits requirement does not apply to any spouse who works twenty (20) hours or less per week.
7. The Spousal Coordination of Benefits language only applies to a spouse who can take group health insurance A. The contract language does not apply to any spouse who works for an organization that does not offer a group health insurance plan.

E. Opt Out

1. The Board offers an "opt out" payment to those employees who waive the Maple medical and prescription drug plan. Opt-out payments are made at the completion

of each school year in the amount(s) listed below.

2. To receive the opt-out payment, two conditions must be met:
  - i. An opt-out request must be made when first eligible for coverage (new hires) and/or during the annual open enrollment period.
  - ii. The employee must provide reasonable evidence that the employee and dependents (if applicable) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
    1. Individual coverage does not meet this requirement.
    2. If the employee loses coverage during the plan year, this would be considered a qualifying event and the employee would be able to enroll in the Maple plan with no lapse in coverage. The employee must request coverage under the Maple plan within 30 days of losing coverage.

<u>Eligible for:</u>	<u>Enroll in:</u>	<u>Payment:</u>
Family	No Board plan	\$400
Family	Single plan	\$200
Single	No Board plan	\$200

### 13.02 Life Insurance

The Board will provide term life insurance in the amount of \$50,000 for each employee, with a provision for up to \$300,000 additional term life insurance at the employee's expense.

### 13.03 Dental Insurance

The Board will provide for a dental insurance plan through a state licensed carrier and shall pay an amount not to exceed \$30.00 per month for each employee's plan, whether for an individual or family plan, as the case may be. The eligible employee shall pay any amount required in excess of \$30.00 per month and shall have the option to choose an individual or family plan.

The Board's obligation to provide any amount for a dental plan shall depend upon a sufficient number of employees choosing to enroll in the plan as determined by the insurance carrier.

### 13.04 Optical Insurance

Employees are eligible to enroll in the optical insurance plan provided by the Board. The Board optical coverage shall be limited to employees only. The coverage will provide for one (1) annual eye exam, not to exceed \$75.00, and one (1) annual pair of frames with lenses and/or contact lenses not to exceed \$250.00. Family coverage may be purchased by eligible employees at a premium rate provided annually by the Board and paid by the employee.

### 13.05 Health Insurance Committee

- A. A committee composed of up to four (4) representatives appointed by the MHTA president and up to four (4) representatives appointed by the Superintendent shall be

charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The MOST local president shall be invited to appoint up to four (4) representatives as well. The Health Care Committee shall be co-chaired by the MHTA president or designee, the MOST president, and the Superintendent. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An annual organizational meeting will be held no later than October to discuss the operation of the committee.

- B. Training for members for the Health Care Committee will be conducted by representatives from our health insurance consultant as needed. The objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
- C. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective September 1<sup>st</sup> of each year at five percent (5%) or below compared to the prior year. Each year the Board will be responsible for the first five percent (5%) of increased premium costs.
- D.
  - 1. If the increase in premiums is five percent (5%) or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.
  - 2. If the increase is more than five percent (5%), but less than fifteen percent (15%), the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the five percent (5%) level effective September 1<sup>st</sup>.
  - 3. If the increase is more than fifteen percent (15%), the committee will be charged to convene to reduce the total renewal premium increase by ten percent (10%) effective September 1<sup>st</sup>.
  - 4. If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions (whether through changes to plan design, employee contributions, or a combination of both), then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first five percent (5%) and any increase above fifteen percent (15%) less the committee's reduction responsibility), will be distributed among plan participants from the Maple Heights Administration, MHTA , and MOST (if MOST agrees to participate on these terms) in the form of additional premium contributions starting September 1<sup>st</sup> of the year of the renewal premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than ten percent (10%) above the original five percent (5%) the Board will assume.

- E. The administration and the MHTA each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
- F. The Health Care Committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as practicable, on and after the effective date of the bargaining agreement.
- G. The Health Insurance Consultant will be an independent, non-commission based agent.
- H. On or before August 1<sup>st</sup> of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. All decisions shall be made by consensus and a report of those changes submitted to the MHTA President and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the Health Care Committee will become effective September 1<sup>st</sup> for the MHTA and Administration.

#### 13.06 Health Care Flexible Spending Accounts

The Board shall provide at no cost to the employee a Section 125 Flexible Spending Account which may be used to pay for eligible dependent care expenses and health care expenses to the maximum allowed by law.

### **ARTICLE XIV** **EFFECTS AND DURATION**

#### 14.01 Conflict with Law or Regulations

Except as provided in O.R.C. 4117.10 currently or as amended hereafter, if any provisions of this Agreement, or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal, or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect. If there is a provision in conflict with any federal, or state law, regulation ruling or order, both parties shall meet within two (2) weeks to discuss this provision under this agreement.

#### 14.02 Maintenance of Standards

The Board shall maintain all terms, conditions and benefits of employment, which are expressly bargained for in this Agreement, at no less than the level in effect as of the effective date of this Agreement.

14.03 Duration

This Agreement shall take effect September 1, 2024, and shall remain in full force and effect through and including August 31, 2027.


The foregoing agreement is executed this 9<sup>th</sup> day of April, 2024.

MAPLE HEIGHTS  
BOARD OF EDUCATION

MAPLE HEIGHTS TEACHERS  
ASSOCIATION

By:   
Alonzo Blackwell, Board President

By:   
Daniel Koyalak, MHTA President


By:   
Charles Keenan, Superintendent

By:   
Elizabeth Everiss, Team Member

By:   
Taylor Friedrich, Team Member

By:   
Diane Kallos, Team Member

By:   
Tajuana Hunnicutt, Team Member

By:   
Michelle Ita, Team Member

By:   
Kiena Hughley, Team Member

By:   
Julie Hogan, Team Member

By:   
Regina Bryant, Team Member

By:   
Mark Kotlarz, Team Member

By:   
Donna Sommer, Team Member



**ARTICLE XV**  
**MHTA Contract Certificate**

RESOLUTION NO. 24-22

PAGE 2

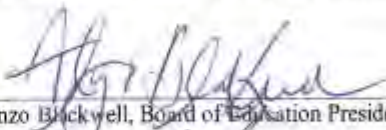
**CERTIFICATE**


(SECTION 5705.412, RC)

IT IS HEREBY RESOLVED that the Board of Education of the Maple Heights City School District, Cuyahoga County, Ohio, has sufficient funds to meet the contract, agreement, obligation, payment, or expenditure for the above, and has in effect for the terms of the contract or for the current fiscal year plus three immediately succeeding fiscal years, wherever period of years is greater, the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year(s) covered by this certificate.

DATED: 4/10/24

MAPLE HEIGHTS CITY SCHOOL DISTRICT

  
Alonzo Blackwell, Board of Education President

  
Dr. Charles T. Keenan, Superintendent of Schools

  
Taylor Friedrich, Treasurer

**ARTICLE XVI**  
**MHTA Contract Resolution**

**BOARD OF EDUCATION OF THE  
MAPLE HEIGHTS CITY SCHOOLS**

**RESOLUTION NO. 24-22**  
**APRIL 9, 2024**

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD, THE SUPERINTENDENT OF SCHOOLS AND THE TREASURER TO EXECUTE, ON BEHALF OF THE MAPLE HEIGHTS BOARD OF EDUCATION AND THE MAPLE HEIGHTS CITY SCHOOL DISTRICT, THE COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BY AND BETWEEN THE MAPLE HEIGHTS TEACHERS ASSOCIATION AND THE MAPLE HEIGHTS BOARD OF EDUCATION WHICH SHALL BECOME EFFECTIVE SEPTEMBER 1, 2024 AND EXPIRE AUGUST 31, 2027

WHEREAS, the current Collective Bargaining Agreement between the Maple Heights Teachers Association (the "MHTA") and the Maple Heights Board of Education (the "Board") expires on August 31, 2024; and

WHEREAS, the Board and the MHTA, through appointed negotiators, have engaged in exhaustive negotiations; and

WHEREAS, on March 14, 2024, the negotiators for the Board and the MHTA reached a tentative agreement; and

WHEREAS, on March 22, 2024, the MHTA, in accordance with its rules, regulations, procedures and constitution, by a vote of its membership ratified the tentative agreement; and

WHEREAS, the Superintendent and the negotiators have recommended that the Board adopt the agreement and authorize the President of the Board, the Superintendent of Schools, and the Treasurer to execute the Collective Bargaining Agreement which is attached hereto as Exhibit A; and

WHEREAS, the Collective Bargaining Agreement (Exhibit A) if approved by the Board would become effective September 1, 2024 and expire August 31, 2027; now therefore

BE IT RESOLVED by the Board of Education of the Maple Heights City School District, Cuyahoga County, Ohio, pursuant to Ohio Revised Code Chapter 4117 and Ohio Revised Code, Title 33 that:

Section 1. The Board hereby authorized and directs its President, Alonzo Blackwell, its Superintendent, Dr. Charles T. Keenan, and its Treasurer, Taylor Friedrich, to execute the Collective Bargaining Agreement, attached hereto as Exhibit A and incorporated herein by reference, on behalf of the Board and binding the Board by its terms commencing September 1, 2024, through August 31, 2027, and to further execute the certificate required by O.R.C. 5705.412.

Section 2. Pursuant to The Master Agreement, the executed Collective Bargaining Agreement shall be published and distributed.

Section 3. It is hereby found and determined that all formal actions of the Board of Education of the Maple Heights City School District concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public, when required by law, in full compliance with all legal requirements, including R.C. 121.22.

  
\_\_\_\_\_  
Alonzo Blackwell, President

  
\_\_\_\_\_  
Taylor Friedrich, Treasurer

Adopted: APRIL 9, 2024

**APPENDIX 1**  
**SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2024-25**

Employees currently o53369n Steps IVA and VA (shaded columns) will remain on those steps however no employee can arrive on those steps after the start of this Agreement.

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	46688	47482	48725	50890	51651	52407	53481	56025
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	48588	49447	50306	53369	54158	54952	56072	59125
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	50488	51408	52322	55853	56665	57491	58663	62221
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	52388	53374	54363	58332	59172	60036	61254	65321
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	54289	55339	56394	60811	61679	62576	63846	68416
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	56189	57305	58425	63290	64186	65120	66437	71516
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	58089	59266	60451	65774	66694	67660	69028	75612
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	59989	61231	62482	68253	69201	70205	71619	77712
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	61889	63179	64513	70732	71708	72744	74210	80807
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	63790	65158	66540	73211	74215	75289	76801	83907
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	65690	67123	68570	75695	76722	77829	79393	87003
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	67590	69089	70601	78174	79229	80373	81984	90103
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	69490	71050	72628	80653	81736	82913	84575	93198
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	71390	73015	74659	83132	84244	85457	87166	96298
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	73291	74981	76689	85616	86751	87997	89757	99394
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	75191	76946	78720	88095	89258	90542	92349	102494
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	75191	76946	78720	90574	91765	93082	94940	105589
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	77058	78814	80588	92442	93632	94949	96807	107457
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	78926	80681	82455	94309	95500	96817	98675	109324
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 1  
SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2025-26**

Employees currently on Steps IVA and VA (shaded columns) will remain on those steps however no employee can arrive on those steps after the start of this Agreement.

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	48322	49143	49965	52671	53459	54241	55353	57986
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	50289	51178	52067	55237	56053	56875	58035	61195
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	52255	53207	54164	57808	58648	59504	60716	64399
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	54222	55242	56266	60373	61243	62137	63398	67607
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	56189	57276	58368	62939	63838	64766	66080	70811
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	58155	59310	60470	65505	66433	67399	68762	74020
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	60122	61340	62567	68076	69028	70028	71444	77223
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	62089	63374	64669	70642	71623	72662	74126	80432
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	64056	65409	66771	73208	74218	75290	77808	83636
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	66022	67438	68868	75774	76813	77924	79490	86844
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	67989	69472	70970	78344	79407	80553	82171	90048
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	69956	71507	73072	80910	82002	83186	84853	93256
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	71922	73536	75170	83476	84597	85815	87535	96460
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	73889	75571	77272	86042	87192	88448	90217	99669
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	75856	77605	79374	88613	89787	91077	92899	102873
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	77822	79639	81476	91179	92382	93711	95581	106081
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	77822	79639	81476	93745	94977	96339	98263	109285
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	79755	81572	83408	95677	96910	98272	100195	111218
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	81688	83505	85341	97610	98842	100205	102128	113151
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 1  
SALARY SCHEDULES**

**TEACHERS SALARY SCHEDULE FOR 2026-27**

Employees currently on Steps IVA and VA (shaded columns) will remain on those steps however no employee can arrive on those steps after the start of this Agreement.

	BA	BA+9	BA+18	MA	MA+9	MA+18	MA +30	MA+60
	IV	IVA	IVB	V	VA	VB	VC	or P.H.D.
Step 0	50013	50863	51714	54514	55330	56140	57290	60016
	1.0000	1.0170	1.0340	1.0900	1.1063	1.1225	1.1455	1.2000
Step 1	52049	52969	53889	57170	58015	58866	60066	63337
	1.0407	1.0591	1.0775	1.1431	1.1600	1.1770	1.2010	1.2664
Step 2	54084	55070	56060	59831	60701	61586	62842	66653
	1.0814	1.1011	1.1209	1.1963	1.2137	1.2314	1.2565	1.3327
Step 3	56120	57175	58235	62486	63387	64312	65617	69973
	1.1221	1.1432	1.1644	1.2494	1.2674	1.2859	1.3120	1.3991
Step 4	58155	59281	60411	65142	66072	67033	68393	73289
	1.1628	1.1853	1.2079	1.3025	1.3211	1.3403	1.3675	1.4654
Step 5	60191	61386	62586	67798	68758	69758	71169	76610
	1.2035	1.2274	1.2514	1.3556	1.3748	1.3948	1.4230	1.5318
Step 6	62226	63487	64757	70459	71444	72479	73944	79926
	1.2442	1.2694	1.2948	1.4088	1.4285	1.4492	1.4785	1.5981
Step 7	64262	65592	66933	73114	74130	75205	76720	83247
	1.2849	1.3115	1.3383	1.4619	1.4822	1.5037	1.5340	1.6645
Step 8	66297	67698	69108	75770	76815	77926	79496	86563
	1.3256	1.3536	1.3818	1.5150	1.5359	1.5581	1.5895	1.7308
Step 9	68333	69798	71279	78426	79501	80651	82272	89884
	1.3663	1.3956	1.4252	1.5681	1.5896	1.6126	1.6450	1.7972
Step 10	70369	71904	73454	81086	82187	83372	85047	93200
	1.4070	1.4377	1.4687	1.6213	1.6433	1.6670	1.7005	1.8635
Step 11	72404	74010	75630	83742	84872	86098	87823	96520
	1.4477	1.4798	1.5122	1.6744	1.6970	1.7215	1.7560	1.9299
Step 12	74440	76110	77801	86398	87558	88818	90599	99836
	1.4884	1.5218	1.5556	1.7275	1.7507	1.7759	1.8115	1.9962
Step 13	76475	78216	79976	89053	90244	91544	93375	103157
	1.5291	1.5639	1.5991	1.7806	1.8044	1.8304	1.8670	2.0626
Step 14	78511	80321	82152	91714	92929	94265	96150	106473
	1.5698	1.6060	1.6426	1.8338	1.8581	1.8848	1.9225	2.1289
Step 15	80546	82427	84327	94370	95615	96991	98926	109794
	1.6105	1.6481	1.6861	1.8869	1.9118	1.9393	1.9780	2.1953
Step 16	80546	82427	84327	97026	98301	99711	101702	113110
	1.6105	1.6481	1.6861	1.9400	1.9655	1.9937	2.0335	2.2616
Step 20	82547	84427	86328	99026	100301	101712	103702	115110
	1.6505	1.6881	1.7261	1.9800	2.0055	2.0337	2.0735	2.3016
Step 24	84547	86428	88328	101027	102302	103712	105703	117111
	1.6905	1.7281	1.7661	2.0200	2.0455	2.0737	2.1135	2.3416

**APPENDIX 2**  
**SUPPLEMENTAL POSITIONS**

<u>Position</u>	<u>Level</u>	<u>Salary</u> <u>(Rate of Base)+</u>
Academic Coach	High, Middle, Elementary	.04
Academic Decathlon Advisor	High School	.10
Art Club	High School	.03
Art Club	Middle	.03
* Art Coordinator	Middle	.03
* Art Coordinator	Elementary	.03
Book Club	High School	.02
Career Tech Youth Club Advisor	per advisor	.05
Class Co-Advisor (Senior)	High School	.05
Class Co-Advisor (Junior)	High School	.04
Class Co-Advisor (Sophomore)	High School	.03
Class Co-Advisor (Freshman)	High School	.02
Detention Monitor	High School	.06
Detention Monitor	Middle School	.06
Detention Monitor	Elementary	.06
Dance Team Advisor	High School	.06
Girls Flag Football	High School	.08
Gospel Choir	High School	.05
Honor Sociiety Advisor	High School	.05
Honor Society Advisor	Middle School	.03
International Club	High School	.04
Intramurals – Boys	Middle School	.04
Intramurals – Girls	Middle School	.04
Media Production Advisor	High School	.06
Mock Trial	High School	.02
* Music Director – Instrumental	High School	.05
* Assistant Band Director	High School	.04
* Music Director – Instrumental	Elementary	.04
* Music Director – Instrumental	Middle School	.05
* Music Director – Vocal	High School	.03
* Music Director – Vocal	Middle School	.03
* Music Director – Vocal	Elementary	.03
Newspaper Advisor	High School	.04
Open Position (4 total)	High School	.02
Open Position (2 total)	Middle School	.02
Open Position (2 total)	Elementary Schools	.02
Pathfinders Coordinator	High School	.02
Play Director	High School	.11
Power of Pen	Middle School	.04
Special Olympics/Unified Arts	High School	.075

STEM Club	High School	.04
STEM Club	Middle School	.04
STEM Club	1 Per Elementary	.02
Student Council Advisor	High School	.08
Student Council Advisor	Middle School	.05
Student Council Advisor	Elementary School	.02
Unity Club	High, Middle School	.04
Technology Assistant	Each School	.04
Yearbook Advisor	High School	.07
Yearbook Advisor	Middle School	.02

+Supplemental salaries shall be indexed on the base salary each year.

\* Supplemental salaries denoted by an asterisk are required to be accepted by the employee who teaches the corresponding subject matter.

## Building Curriculum & Instruction Support Lead

	<u>Salary (Rate of Base)+</u>
High School	
English	.08
Math	.08
Science	.08
Social Studies	.08
Special Education	.08
Middle School	
English	.08
Math	.08
Science	.08
Social Studies	.08
Special Education	.08
Elementary	
K-5: 1 per grade	.08
Special Education (1)	.08

+Supplemental salaries shall be indexed on the base salary each year.

\* Supplemental salaries denoted by an asterisk are required to be accepted by the employee who teaches the corresponding subject matter.



SALARY SCHEDULE ATHLETIC PROGRAM

Position	Rate of Base			
	0	1	2	3
<b>Football</b>				
Head Coach	.20	.21	.22	.23
Varsity Assistant	.13	.14	.15	.16
8 <sup>th</sup> – Head Coach	.07	.08	.09	.10
8 <sup>th</sup> – Assistant	.055	.065	.075	.085
7 <sup>th</sup> – Head Coach	.055	.065	.075	.085
7 <sup>th</sup> – Assistant	.04	.045	.05	.06
<b>Cross Country</b>				
Head Coach	.11	.12	.13	.14
Assistant Coach	.08	.09	.10	.11
Head M.S. Coach	.095	.10	.105	.11
<b>Volleyball</b>				
Head Coach	.13	.14	.15	.16
Assistant Coach	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 <sup>th</sup> – Head Coach	.07	.08	.09	.10
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant	.045	.05	.055	.06
<b>Girls/Boys Basketball</b>				
Head Coach	.14	.16	.18	.20
Junior Varsity	.11	.12	.13	.14
Varsity Assistant	.11	.12	.13	.14
9 <sup>th</sup> Head Coach	.085	.09	.095	.10
8 <sup>th</sup> Head Coach	.065	.07	.075	.08
7 <sup>th</sup> Head Coach	.04	.045	.050	.055
<b>Wrestling</b>				
Head Coach	.14	.16	.18	.20
Varsity Assistant	.11	.12	.13	.14
Junior Varsity	.11	.12	.13	.14
9 <sup>th</sup> – Head	.085	.09	.095	.10
8 <sup>th</sup> –M.S. Head Coach	.085	.09	.095	.10
M.S. Assistant	.065	.07	.075	.08

SALARY SCHEDULE ATHLETIC PROGRAM (continued)

	Rate of Base			
	0	1	2	3
Girls/Boys Track				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
M.S. Head Coach	.065	.07	.075	.08
M.S. Assistant Coach	.045	.05	.055	.06
Indoor Track				
Head Coach	.03	.035	.04	.045
Softball/Baseball				
Head Coach	.13	.14	.15	.16
Varsity Assistant	.095	.10	.11	.12
Junior Varsity	.095	.10	.11	.12
9 <sup>th</sup>	.07	.08	.085	.09
M.S. Head Coach	.07	.075	.08	.085
Cheerleader – Advisors – HS	.08	.085	.09	.095
M.S. Head Coach	.04	.045	.05	.055
Faculty Manager				
High School	.14	.16	.18	.20
Middle School	.07	.08	.09	.10

+Supplemental salaries shall be indexed on the base salary each year.

**APPENDIX 3**  
**Maple Heights City Schools**  
**GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

DATE OF LEVEL 1 DISCUSSION: \_\_\_\_\_

13 **STATEMENT OF GRIEVANCE**: (Set forth a clear and concise description of the grievance. Specify all provisions of the Agreement alleged to be violated, misinterpreted or misapplied. Any provisions not included in this statement as having been violated, misinterpreted, or misapplied may not be raised later in the grievance procedure.):

14 **RELIEF SOUGHT**:

\_\_\_\_\_  
Signature of MHTA President/Designee

\_\_\_\_\_  
Signature of Person Receiving Grievance  
at Initial Filing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX 4**  
**Maple Heights City Schools**  
**VOLUNTARY TRANSFER REQUEST**

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

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

Certification: \_\_\_\_\_

I request a transfer to a different (select all that apply):

Building:

Subject:

Grade Level:

Select ONE:

If none of the above-listed positions are available, I wish to remain in my current position.

If none of the above-listed positions are available, I wish to leave my current position for any other position for which I am certified.

This request is valid until July 10<sup>th</sup> following the request.

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

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

**APPENDIX 5**  
**Maple Heights City Schools**  
**LESSON PLAN TEMPLATES**



**Lesson Plan Template**

<b>Name:</b>		<b>Grade/Subject:</b>		<b>Unit:</b>	
<b>Standards:</b>					
<b>Week of:</b>					
<b>Day:</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Objective:</b>	I can	I can	I can	I can	I can
<b>Instructional Plan:</b>					
<b>Notes/Reflections:</b>					

**Guiding Principles:**

- Do the lessons take into account who my students are?
- Are there opportunities for my students to have choice?
- Are there opportunities for my students to think critically?
- Are there opportunities for my students to collaborate?
- Are there opportunities for my students to think creatively?
- Are there opportunities for my students to communicate their learning?

**How am I differentiating?**

Strategic grouping

Modified work

Choice

Other:

**What am I using as an assessment tool this week?**

Exit Ticket

Observation

Quiz

Project

Test

Other:

**What materials are needed?**

**APPENDIX 6**  
**Maple Heights City Schools**  
**PHYSICIAN CERTIFICATION**

**This section must be completed by a physician for any employee  
who has exceeded four (4) consecutive days of sick leave.**

This certifies that on \_\_\_\_\_, 20\_\_\_\_, I treated \_\_\_\_\_  
(patient)

for \_\_\_\_\_  
(employee's condition or length of required absence to care for immediate family member)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Licensed Physician

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**APPENDIX 7**  
**Maple Heights City Schools**  
**REQUEST FOR BEREAVEMENT LEAVE**

Please fill in this form and submit to your Immediate Supervisor when attending a funeral of a relative in your immediate family (spouse; son, daughter, brother, sister, step-parent, step-child; immediate relative-in-law; grandparent, grandchild; father; mother; and person living in the same household).

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

I, \_\_\_\_\_ hereby request \_\_\_\_\_  
(date/dates)

for Bereavement Leave.

Name of Relative and Relationship: \_\_\_\_\_

I CERTIFY THAT THIS BEREAVEMENT LEAVE IS NOT BEING USED IN VIOLATION OF THE AGREEMENT, ARTICLE 7.03 BEREAVEMENT LEAVE.

Signed: \_\_\_\_\_  
Applicant

\_\_\_\_\_  
Principal/Immediate Supervisor's Signature

\_\_\_\_\_  
Superintendent's Signature

**APPENDIX 8**  
**Maple Heights City Schools**  
**JURY DUTY**

I, \_\_\_\_\_, certify that I reported and served jury duty on the date(s) of \_\_\_\_\_ and will return to work on or after the date of \_\_\_\_\_.

I understand that I shall report to work unless I am directed to serve at a courthouse.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Treasurer's Signature \_\_\_\_\_



**APPENDIX 9**  
**Maple Heights City Schools**  
**APPLICATION FOR USE OF**  
**PARENTAL LEAVE**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

I wish to take parental leave pursuant to Section 7.07 of the Agreement. Check one:

1. \_\_\_\_\_ I wish to participate in the fringe benefits package and to pay the full monthly premium to the Treasurer by the first day of each month
2. \_\_\_\_\_ I do NOT wish to participate in the fringe benefits package
3. \_\_\_\_\_ I choose to use my available sick leave up to the contractual limit before commencing unpaid leave.

My anticipated delivery date is: \_\_\_\_\_

Beginning date of leave: \_\_\_\_\_

Approximate ending date of leave: \_\_\_\_\_

I CERTIFY THAT THIS PARENTAL LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 7.07, PARENTAL LEAVE.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

**APPENDIX 10**  
**Maple Heights City Schools**  
**ASSAULT LEAVE REPORT FORM**

Employee's Name: \_\_\_\_\_

Date of Assault: \_\_\_\_\_

School: \_\_\_\_\_

Describe the incident in detail which resulted in the assault (attach extra pages if necessary):

Describe any injury:

Describe any pre-existing physical conditions and/or illness:

State the name and address of all physicians that treated you for the condition arising from the alleged assault and the dates that you were treated by each physician.

List the names of witnesses to the assault:

Did you file a police report?

If a police report was filed, state the name of the law enforcement agency, the date of filing, and attach a copy of the police report.

- I am taking assault leave.  
 I am NOT taking assault leave.

I hereby certify that the requested assault leave is not being used in violation of the Master Agreement, Section 7.12, Assault Leave.

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX 11**  
**MAPLE HEIGHTS CITY SCHOOLS**  
**REQUEST FOR RECLASSIFICATION**

Employee's Name: \_\_\_\_\_

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

Assignment: \_\_\_\_\_

I hereby request reclassification for purposes of my placement on the salary schedule. I have completed the following additional training/education:

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

- Attached is the official transcript reflecting the additional training.

*All coursework taken for reclassification must be from an accredited institution (i.e., an institution with a teacher education program that is approved to grant the baccalaureate and/or advanced degree by the Ohio Board of Regents or its equivalent if completed outside Ohio).*

I CERTIFY THAT THIS REQUEST FOR RECLASSIFICATION IS BEING SUBMITTED IN CONFORMANCE WITH ARTICLE 12.02, RECLASSIFICATION.

Signed: \_\_\_\_\_  
LPDC Chairperson (Designee)

Signed: \_\_\_\_\_  
Employee's Signature

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

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

---

---

For Office Use:

*This form and the official transcript supporting verification reflecting additional training must be submitted on or before October 15 of the year in which reclassification credit on the salary schedule is sought. No credit will be given on the salary schedule until the official transcript is on file, which, in any event, must be no later than February 15. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year. Credits earned after the beginning of the school year, and prior to February 15, shall be recognized on a pro-rata basis beginning February 15, provided an official transcript supporting such credits is on file by that date*

**APPENDIX 12**  
**Maple Heights City Schools**  
**PRE-APPROVAL FORM**  
**TUITION REIMBURSEMENT PROGRAM**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_  
For Office Use Only

College/University offering coursework \_\_\_\_\_

Official Course Number \_\_\_\_\_ Number of Hours \_\_\_\_\_  
(semester/quarter)

Name of Course (enclose a copy of the official course description which includes the class start date) \_\_\_\_\_  
\_\_\_\_\_

Quarter/semester and year course will be taken \_\_\_\_\_

Course offered as a pass/fail only? Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered Yes above, documentation must be included with this form.

Is another organization/agency providing assistance with your tuition?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, name of organization/agency \_\_\_\_\_

Details of assistance provided \_\_\_\_\_  
\_\_\_\_\_

Employees' signature \_\_\_\_\_

Hours Approved \_\_\_\_\_  Yes  No

Reason for denial \_\_\_\_\_

LPDC Chairperson \_\_\_\_\_  
(or Designee) (Signature)

Superintendent \_\_\_\_\_  
(or Designee) (Signature)