Thu, 04/09/2026 08:41:59 AM SERB

2259-01
25-MED-03-0354
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NEGOTIATED AGREEMENT

between the

MOGADORE EDUCATION ASSOCIATION

and the

MOGADORE LOCAL BOARD OF EDUCATION

July 1, 2025 - June 30, 2026

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PURPOSE

The purpose of this document is to establish a relationship between the Board of Education of the Mogadore Local School District, hereinafter referred to as the "Board," and the Mogadore Education Association, hereinafter referred to as the "Association" or "MEA," and to set forth an orderly and effective procedure by which negotiations shall take place.

ARTICLE 1. RECOGNITION OF THE ASSOCIATION

1.01 BARGAINING UNIT DEFINED

The Mogadore Local Board of Education, hereinafter referred to as the "Board," recognizes the Mogadore Education Association, hereinafter referred to as the "Association" or the "MEA," an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative of all bargaining unit members for purposes of collective bargaining as defined in Revised Code 4117.

The bargaining unit shall include all teachers except Casual Employees, Substitute Teachers, and all Supervisory and Management Level Employees. The definition of "Supervisory and Management Level" Employees shall be as found in Revised Code 4117.01 (F) and (K). "Casual Employee" shall be defined as a person who is employed at uncertain times and/or irregular intervals. "Substitute Teacher" shall be defined as a person who is employed to serve as an as-needed teacher who is paid only for time actually worked. Athletic Directors shall be members of the bargaining unit.

1.02 CHANGE IN RECOGNITION

Recognition of the Association for the above-defined bargaining unit shall be for the term of this Agreement; and will continue until a challenging employee organization legally gains exclusive representation rights, or until this organization is legally decertified as provided for and in strict compliance with provisions set forth in ORC 4117.

1.03 REPRESENTATION

A bargaining unit member, hereinafter referred to as "teacher," shall be afforded the right to be represented by a MEA representative at any meeting concerning the enforcement, or interpretation, of the provisions of this Agreement.

ARTICLE 2. BARGAINING PROCEDURES

2.01 PRINCIPLES

2.011 "Good Faith" Negotiations: "Good Faith" requires that the MEA and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

2.012 Attaining Objectives: Attainment of objectives of the educational program of the Mogadore School District requires mutual understanding and cooperation among the Board, the Superintendent, and the teaching staff. Therefore, free, and open exchange of views is desirable and necessary in the negotiations process.

2.013 Certificated Teaching Personnel: It is recognized that members of the teaching staff require specialized qualifications, and that the success of the educational program in the Mogadore School District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

2.014 Right to Join or Not to Join: It is further realized that certificated teachers have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

2.015 Rights of Minorities and Individuals: It is the continued policy and recognized obligation of the Board that the provisions of this Agreement shall be applied fairly and in accordance with those applicable Federal and State employment laws relating to race, color, religion, sex, age, national origin, or disability.

2.016 Board Rights: The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Mogadore School District. The Board and the Association also recognize that they must operate in accordance with all statutory provisions of the State, and other such rules and regulations as are promulgated by the State Department of Education in accordance with such statutes.

2.02 TIMETABLE FOR BARGAINING

2.021 Requests for commencement of negotiations shall be given not less than ninety (90) days prior to the expiration date of the Contract.

Requests from the MEA shall be made directly to the Superintendent, or in his/her absence to his/her designee; requests from the Board will be made to the MEA President.

2.022 The letter requesting negotiations shall take the form of a properly executed SERB Notice to Negotiate.

2.023 Upon receipt of the Notice to Negotiate, the receiving party shall respond within ten (10) days. For the purpose of establishing timeliness, it is assumed that receipt of any correspondence under this Section is three (3) days after mailing. The response letter shall include the following:

a. Date of writing.

b. Acknowledgement of receipt of request letter.

c. The name and address of the representative of the receiving party to be contacted to make arrangements for the initial negotiations meeting.

d. Signature and position of the sender of the response letter.

2.0231 Negotiations will begin no later than sixty (60) days prior to expiration of this Agreement. All meetings shall be mutually scheduled. The date, time and place of next meeting will be established before adjournment of each meeting.

2.0232 All items proposed for discussion shall be in writing, and the proposals shall be mutually exchanged at the first meeting. Either party may submit additional items for discussion at the second meeting. No additional items may be submitted after the second meeting, unless mutually agreed to by the parties. The time, date, and place of the next meeting shall be set by mutual agreement before adjourning the current meeting.

2.024 Mediation. No sooner than forty-five (45) calendar days prior to the expiration of this Agreement, either party shall have the option of requesting the services of a Mediator from the Federal Mediation and Conciliation Service (FMCS) or, if unavailable, a SERB mediator to assist the parties in reaching an agreement. This shall be the parties' mutually agreed to dispute procedure under ORC 4117.14(F). At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the dispute settlement procedure.

2.03 BARGAINING MEETINGS

2.031 Members of the respective negotiations teams have the authority to make proposals, counterproposals, and to reach tentative agreement.

2.032 Each negotiations team shall consist of no more than four (4) members who shall be members of the Association or of the Board and/or management level employees of the Board. Each team shall be free to replace members of their team and to use consultants. Consultants may be permitted to speak by mutual agreement.

2.033 Either team may caucus at any time. Caucuses should be for a reasonable length of time.

2.034 Each of the parties may take notes of each session as desired. All negotiations shall be held in Executive Session.

2.04 CONSULTANTS

2.041 Expenses incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging this service.

2.05 PROGRESS REPORTS

2.051 Progress reports may be made to the represented bodies by their negotiations teams.

2.052 While negotiations are in progress, any release prepared for the news media and concerned with negotiations will be approved by both parties up to and including the original expiration date of the contract.

2.06 AGREEMENT

2.061 When tentative agreement has been reached, the proposed Agreement shall be submitted to the Association for a ratification vote within twenty (20) days. After acceptance by the Association, the Board shall act upon ratification at its next regular meeting or a special meeting.

2.062 During the course of negotiations, items tentatively agreed to shall be reduced to writing, initialed by the spokesperson for each party, and set aside. No item shall be considered finally accepted until all items have been withdrawn from the table, or resolved and accepted by both parties.

ARTICLE 3. GRIEVANCE PROCEDURE

3.01 DEFINITION OF GRIEVANCE

3.011 A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of:

a. The written Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed upon. Grievances of this type shall be processed through Level Five of the Grievance Procedure.

b. Administrative Rules or Building Regulations. Grievances of this type shall be processed through Level Four of the Grievance Procedure.

3.012 The term "Association" in regard to the Grievance Procedure refers to the Mogadore Education Association and any of its representatives and Counsel.

3.013 All grievance forms shall be jointly agreed to by the parties, printed by the Board, and given appropriate distribution for any employee's utilization. Proposed grievance form is attached.

3.014 All grievances shall be filed at the lowest possible level at which the Administrator has authority to make a corrective decision.

3.015 Reprisals shall not be taken by or against any involved parties for reason of participation in the grievance procedure.

3.02 RIGHTS OF THE INDIVIDUAL

3.021 The completed grievance form shall not become part of the employee's permanent personnel record, but may be kept in the grievance files of the parties.

3.03 RIGHTS OF THE ASSOCIATION

3.031 The Association representative shall be permitted to attend all grievances at any formal level.

3.04 TIME LIMITS

3.041 The limits in days under each level shall be counted as calendar days. excluding school holidays.

The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement of the parties concerned.

3.05 HEARINGS

3.051 The parties may mutually agree to proceed directly to arbitration, as defined in Subsection 3.065, thereby waiving any or all previous formal levels.

3.06 PROCEDURAL STEPS

3.061 Level One

a. The aggrieved shall discuss the grievance first with the Immediate Supervisor or Building Principal in an attempt to resolve the matter informally. The teacher should state verbally that a grievance may be initiated and may also inform a representative of the Association.

b. If any action of the Superintendent is being grieved, Level One and Two may be bypassed and the grievance moved directly to Level Three.

3.062 Level Two

a. If, as a result of the informal discussion(s), the matter has not been resolved to the satisfaction of the aggrieved, he/she may formally appeal to the Building Principal; and if so, must set forth his/her grievance in writing within fifteen (15) ~~school~~ days within which the bargaining unit member knew, or should have known of the grievance, on the proper form to the:

(1) Building Principal;

(2) Association, if the aggrieved desires.

b. The Building Principal or designee shall initiate a hearing within seven (7) days after receipt of the grievance to investigate the grievance. The hearing shall include the aggrieved; if the aggrieved elects, his/her MEA representative(s); the Building Principal; and other persons who may be needed to give information concerning the grievance.

c. The Building Principal shall attempt to resolve the matter as quickly as possible and communicate his/her decision and reasons to the aggrieved in writing, on the proper form, within fifteen (15) days of receipt of the grievance.

3.063 Level Three

a. The aggrieved may appeal the grievance to the Superintendent within fifteen (15) days of receipt of the Building Principal's decision. The appeal must be made in writing on the proper form, and must set forth the grounds upon which the grievance is based.

b. The Superintendent or designee shall confer with the concerned parties and request additional information if required.

c The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) days from date of receipt of the grievance. The Superintendent shall communicate the decision in writing on the proper form, along with the supporting reasons, to the aggrieved, the Association, and the Building Principal.

3.064 Level Four

a. The aggrieved may appeal the grievance to the Board within fifteen (15) days of the receipt of the Superintendent's decision.

b. The Board shall review the grievance and, if requested by any party involved in the grievance, shall grant an appearance before the Board. Such an appearance can be in Executive Session as a personnel matter, if requested by the aggrieved.

c. The Board shall render a decision in writing on the proper form within thirty (30) days of receipt of the written grievance.

3.065 Level Five

a. If the aggrieved is not satisfied with the disposition of the grievance at Level Four, he/she may request the Association to refer the grievance to a disinterested third person.

Upon approval of the Association to submit the grievance to a third party, written notice will be given to the Board of the request. Within ten (10) days after such notice of such desire is given, representatives of the Board and the Association shall confer to select the third person. Selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA) in accordance with its procedures. Either party may request a second list.

b. The person so selected shall hold the necessary hearings promptly and issue findings of fact and recommendations within such time as may be agreed upon; such findings and recommendations shall be in writing and shall be final and binding on both parties.

c. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor have the power to change any practice, policy, or rule of the Board, except those adopted subsequent to, and alleged to be in violation of this Agreement.

d. In the event that there is a charge for the services of the third person, including per diem expenses if any, and/or actual and necessary travel and subsistence expenses, or for the Arbitrator's copy of a transcript of the proceedings, the parties shall share the expenses equally. The party requesting a transcript copy shall pay for such expense.

e. If any hearing is conducted during working hours, the Superintendent shall release from their regular duties, the grievant(s), witnesses, and an Association representative to attend such hearings without loss of pay or use of Personal Business Leave.

ARTICLE 4. CONTRARY TO LAW

4.01 If changes in State law, Federal law, Court decisions, or in the rules of State or Federal regulatory bodies having jurisdiction over the school district, alter any part of this Master Agreement, negotiations on the affected provision(s) will be initiated immediately upon the request of either party. The remainder of the Agreement shall continue to be in effect.

4.02 Academic Distress. The provisions of ORC 3302.10 are hereby incorporated by reference.

ARTICLE 5. ASSOCIATION RIGHTS

5.01 PAYROLL DEDUCTION OF ASSOCIATION DUES

5.012 Deduction of yearly Association dues and/or fees, in addition to other deductions, shall be authorized for payroll deduction to the Board Treasurer, by the bargaining unit member, for the following:

a. Mogadore Education Association and its affiliates
b. Annuities
c. Credit Union
d. OEA Fund
e. Insurance payments for insurance provided under this Agreement
f. United Way
g. Mogadore Education Association Scholarship Fund

5.013 No later than September 1st annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association shall be submitted to the Board Treasurer.

5.014 The membership year is September 1 – August 31. The Association Treasurer shall, by September 1st annually, certify to the Board Treasurer the amount of the annual dues deduction for the current school year.

5.015 Dues deductions shall be made in either nine (9) or twenty-one (21) equal payments beginning no later than the first pay in October.

a. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such revocation received by the Board Treasurer's Office during the period of August 1 through August 15 each year.

b. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. The Association is responsible for collecting the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if employment is ended due to the death of the bargaining unit member.

5.016 Fair Share Fee. The parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, will meet to negotiate Fair Share Fee provisions that are consistent with the change(s) in the law.

5.02 ASSOCIATION LEAVE

Two (2) elected delegates to the OEA Delegate Assemblies shall be granted leave to attend such assemblies. The leave will not exceed a total of four (4) days per school year for each delegate. Where such delegates are replaced by substitute teachers, the cost thereof shall be paid by the Board of Education. The MEA will submit anticipated absence request to Superintendent as soon as the delegates are selected. If the Board enacts a system-wide restriction on travel and professional meetings, the Association will be billed the cost of the substitutes for any delegates who attend the OEA Delegate Assembly during normal school hours.

5.03 RIGHT TO REPRESENTATION

Association members shall have the right to be accompanied by an Association representative(s) to any meetings with Mogadore Local School administrators and/or Board members, whenever the teacher feels it is warranted. The employee shall maintain his/her Weingarten Rights.

5.04 BOARD MEETINGS AND DOCUMENTS

5.041 The Association shall be e-mailed one (1) set of all documents provided to members of the Board for each Board meeting.

a. This shall include a complete set of Board documents, including the agenda, meeting minutes, attachments, addendums, special reports, and similar documents used by the Board in the course of school operations.

b. These provisions shall be provided without additional or specific requests of the Association.

5.042 The Association will be e-mailed when specifically requested, with one (1) copy of all documents prepared by the Board or received by the Board from a State or Federal Agency regarding finances, instructional programs, staffing, or which otherwise may relate to benefits and conditions of employment of members of the bargaining unit that are matters of public record. Such documents requested by the Association shall be provided.

5.05 GENERAL RIGHTS

The Association and/or its representatives shall have the privilege to specifically, but not limited to:

5.051 Use bulletin boards and e-mails for Association business;

5.052 Make announcements during Building Faculty meetings;

5.053 Conduct its business at the conclusion of Building Faculty meetings. The MEA shall also be allowed to use the last thirty (30) minutes of the opening school in-service day meeting for Association business;

5.054 Use the building Public Address system to make announcements of upcoming meetings;

5.055 Use all buildings without cost, providing that the School District would not incur additional operating costs; to use building equipment as long as supplies are provided by the Association;

5.056 Place organizational identification on school mailboxes;

5.057 Place organizational material in bargaining unit members' mailboxes;

5.058 Receive an advance copy of Board agenda and official minutes and all financial statements, and have a place on the agenda for speaking purposes;

5.059 Receive names and addresses of new employees by September 15th;

5.0510 Provide time at least thirty (30) minutes during at the end of the orientation meeting for new teachers to meet with representatives of the Association;

5.0511 Use of the interschool mail and during non-teaching time, the District e-mail systems;

5.0512 Use phones in the staff rooms;

5.0513 Visit with school district personnel in all school district buildings before and after school, and during the lunch period;

5.0514 Have input in the planning and development of any scheduled full-day in-service meeting.

ARTICLE 6. INDIVIDUAL RIGHTS

6.01 INDIVIDUAL CONTRACTS

All teachers accepted for employment by the Local Superintendent shall receive all pay accrued for time taught until the teacher's contract is approved officially by the Board. The teacher shall be paid for each day taught.

To be eligible for an appointment as a teacher in the Mogadore Local School System, a person must possess a teaching certificate/license, valid in the State of Ohio, in the area he/she seeks to teach in. Upon appointment, a copy of such certificate/license shall be on file in the office of the Superintendent of Summit County.

6.011 The Board shall enter into contracts for all teachers and shall fix their salaries, which may be increased but not decreased during the term for which the contracts are made, except as provided by law.

Two (2) types of contracts are issued: Limited and Continuing.

The provisions of Revised Codes 3319.08, 3319.11, and 3319.12 shall govern contracts and salaries.

6.012 A Limited Contract is for a term not to exceed five (5) years.

6.013 For teachers who were initially licensed before January 1, 2011, a Continuing Contract may be granted only to teachers who hold necessary Certificates or Licenses and meet the requirements of Ohio law and have taught three (3) satisfactory of the last five (5) years in Mogadore Local Schools, or are otherwise eligible for a continuing contract, (two years for those who had a continuing contract in another district) and are re-employable and apply to the Superintendent ordinarily by March 1, but not later than April 1, preceding the teacher's eligibility.

For teachers initially licensed on or after January 1, 2011, a Continuing Contract may be granted only to teachers who hold necessary Certificates or Licenses and meet the requirements of Ohio law and have taught seven (7) satisfactory years or are otherwise eligible for a continuing contract and are re-employable and apply to the Superintendent ordinarily by March 1, but not later than April 1, of the year preceding the teacher's eligibility.

The Continuing Contract will remain in effect until the teacher resigns, retires, or until it is terminated by the Board.

6.014 All Extra Duty Contracts shall be Limited Contracts which may be awarded for one (1), two (2) or five (5) years, and will carry the following provision: "If the Board of Education eliminates an extra duty position or the holder of the Extra Duty Contract resigns his/her teaching position, the Extra Duty Contract is terminated."

6.02 TERMINATION OR NONRENEWAL OF CONTRACT

Any teacher's contract may be terminated for gross inefficiency, or immorality, for willful, persistent violation of reasonable regulations of the Board, or for other good and just cause consistent with ORC 3319.16.

When it is the intention of the Board not to reemploy a teacher at the end of a Limited Contract, the Board shall follow the requirements in ORC 3319.111, including conducting three (3) observations and giving such teacher a written notice of its intention on or before June 1. In addition, the teacher must have been placed on an improvement plan consistent with the teacher evaluation section of this contract and had adequate time to make improvements. However, the requirement of an improvement plan will not prevent the Board from nonrenewing an expiring limited contract.

Teachers who have completed at least four (4) years of successful teaching in the Mogadore Local School System will be granted the due process as outlined in the Revised Code Section 3319.16, in cases of termination or nonrenewal of contract.

A teacher may not terminate his/her contract after July 10 or during a school year, prior to the end of the school contract year, without permission of the Board. (Revised Code 3319.15)

Teachers' contracts will be reviewed at the May Board meeting of each year.

6.03 PERSONNEL FILES

6.031 All personnel shall have access to their personnel file in accordance with ORC 1347.91 and 1347.10, and the rules created by Ohio Personnel Information Control Board.

6.032 Personnel files shall be made available to the employee. A representative of the Association may accompany a teacher in reviewing the teacher's file. The files will include copies of all formal written evaluations, attendance records, certifications, and contracts. A teacher has the right to receive a copy of any information from his/her own file.

6.033 If the teacher disputes the accuracy, relevancy, timeliness, or completeness of information in his/her file, he/she may request, in person or in writing of the Superintendent, to review the current status of that information. This may include a conference with the Superintendent if a disagreement still exists; then the issue may be referred to the Grievance Procedure.

6.034 Teachers may be disciplined for just cause and discipline should be appropriate.

6.04 EVALUATION OF TEACHER PERFORMANCE

The Board and Association acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The Parties further acknowledge that the timelines of the evaluation are a guideline to be followed for the process. However, the parties acknowledge there are legitimate reasons why a timeline may be extended.

6.041 OTES 2.0 Evaluation

All licensed/certified staff members assigned to work with students at least fifty percent (50%) of the time will be evaluated using the OTES 2.0 Rubric and Procedures consistent with ORC 3319.111 and 3319.12

6.042 Evaluators

Only persons employed by the Board as administrators may evaluate teachers. This evaluation will be based on direct observation, using narrative form to report areas of strength and suggestions for improvement.

Where work needs improvement specific suggestions shall be offered with subsequent evaluations confirming the progress made. Evaluators shall be the teachers' principal. However, there are circumstances when a credentialed party under 3319.11 may assist in the process (e.g., uploading data); however, the observations, walkthroughs, and post-observation conferences must be completed by the assigned principal. Evaluators must be credentialed as follows:

a. has completed all state-sponsored mandatory evaluation training;

b. has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio**;**

6.043 Criteria for Evaluation

a. A teacher shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix F (OTES 2.0).

b. Each evaluation must contain two (2) measures of high quality student growth data. If applicable to the teacher and subject area, one measure must be the value-added data. HQSD will be used to inform teaching and to measure student growth and achievement.

c. Teachers shall be rated Accomplished, Skilled, Developing, or Ineffective.

d. Peer, student, and parent surveys or evaluations shall not be used to gain evidence in this evaluation process.

e. No evidence shall be collected by electronic monitoring or recording (audio or video) devices. Forms in Appendix F (OTES 2.0) may be documented on electronic devices (I-pads, etc.).

6.044 **Schedule for Evaluation**

a. The teacher shall complete the Professional Growth Plan Form – Appendix F (OTES 2.0) by September 15. This plan may be completed the spring before**.**

b. Teachers shall be evaluated annually through two formal observations, each at least thirty (30) minutes long, and two (2) announced walkthroughs except as set forth herein. A teacher who received a rating of “Accomplished” on the teacher's most recent evaluation conducted under this section shall be evaluated once every three (3) school years.

Each teacher who received a rating of “Skilled” on the teacher’s most recent evaluation shall be evaluated once every two (2) years. During school year(s) when the teacher is not being fully evaluated, the teacher must still: (1) develop a self-directed professional growth plan, (2) be observed informally like a walkthrough by a credentialed evaluator and (3) participate in an end of the year post-observation conference with the credentialed evaluator.

c. The Board will not evaluate a teacher who is on a Board-approved leave for more than fifty percent (50%) of the school year or a teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.

6.045 **Schedule for Observations**

a. Teachers, except as stated herein, shall be observed formally twice during the school year. The first formal observation shall occur no later than December 15; the second formal observation shall occur no later than May 5.

b. A teacher who is under consideration for renewal or nonrenewal and with whom the board has entered into a limited contract or extended limited contract pursuant to section 3319.11 of the Revised Code, must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this article. It is best practice for a limited contract teacher subject to a nonrenewal to be placed on an improvement plan with adequate time to make improvements.

c. The teacher and evaluator should agree on a date, time, and class in which each formal observation will occur. If an agreement is not easily reached, the evaluator shall pick the time and date to ensure compliance.

d. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

e. If the evaluator is unable to observe a teacher at the scheduled time, a new timeline and observation date shall be established, using the guidelines in (c) above.

6.046 Pre- and Post-Observation Conferences

Pre-observation conferences are recommended and should take place at least twenty-four (24) hours before the observation during the work day. However, a teacher may choose to turn in a pre-conference Form instead of meeting with the evaluator. The form should be submitted at least twenty-four (24) hours before the observation.

a. The purpose of a pre-observation conference is to provide the evaluator and the teacher with an opportunity to discuss the following:

   1. The written lesson plan and unit objective(s);

   2. Evidence that supports the Teacher Performance Rubric;

b. **Post-Observation Conference:**

   1. A post-observation conference shall occur within ten (10) workdays of the formal observation. The teacher will be given a copy and/or provided access of the observation instrument before the post-observation conference. During the post-observation conference:

      a) The evaluator and teacher will review and discuss all rubrics, forms, evidence, and data collected.

      b) The evaluator will provide the teacher with copies and/or provide access to all rubrics, forms, evidence, and data collected.

      c) The evaluator will provide the teacher with a copy of the teacher's progress in each category of the rubric based on all data and evidence collected to date. Teachers shall be given the opportunity to meet with the evaluator to provide evidence that may refute any deficiencies identified.

6.047 **Walkthroughs**

a. Walkthroughs are announced and must occur during the teacher's contractual day. No more than two (2) walkthroughs per year shall occur. A walkthrough should be a brief encounter.

b. Any data collected during the informal walkthrough that will be used as evidence on the rubric must be placed on the form designated in Appendix F (OTES 2.0) and shared with the teacher.

6.048 **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or improvement plan. Absent extenuating circumstances as recognized by the Superintendent (e.g., a teacher is on an extended leave of absence), teachers' Professional Growth Plans must be completed annually by the end of the first quarter. Every professional growth plan should reflect the educator's identified areas for growthy and should have one or two focus areas and one goal that aligns with the district goals.

a. Teachers whose final summative rating is "Accomplished" shall develop a self-directed professional growth plan that focuses on the most recent evaluation.

b. Teachers whose final summative rating is "Skilled" shall jointly-develop a professional growth plan with their credentialed evaluator that focuses on the most recent evaluation and observations.

c. Teachers whose final summative rating is "Developing" shall develop a professional growth plan that is guided by the assigned credentialed evaluator.

d. Teachers whose final summative rating is "Ineffective" will be placed on a professional improvement plan developed by their credentialed evaluator(s). The Superintendent will assign the evaluator(s) for the next evaluation cycle and approve the professional improvement plan.

6.049 **The improvement plan will outline the following:**

a. Specific performance expectations, resources, and the assistance to be provided.

b. Reasonable timelines for its completion.

c. Professional indicators documented as ineffective through the formal evaluation process.

d. Ordinarily, the improvement plan will consist of no more than a few achievable goals.

6.050 Evaluations will be completed by May 10th and each teacher will be provided a final written evaluation report of the results of his/her evaluation by May 10th.

6.05 ACADEMIC FREEDOM

Since the climate of academic freedom should not be restrictive, it is in the teacher's best interest to clear controversial or questionable subjects with the Building Principal. Following such approval, the teacher will have the full backing of the Administration in such matters, absent the receipt by the Administration of new information.

6.06 STUDENT DISCIPLINE

Use of force and infliction of corporal punishment shall be according to provisions of Revised Code 3319.41.

Teachers may exercise emergency removal of students from curricular or extracurricular activities.

Safety concerns related to student discipline are handled through the student code of conduct, which appears in the Student Handbook. While student discipline is a matter within the purview of the Administration, the topic of student discipline will be a standing agenda item at meetings of the Labor Management Committee.

6.07 PROCEDURE FOR TEACHER-PUPIL RELATED PROBLEMS

The maintenance of a sound educational environment in a school situation ultimately belongs to the teachers. The best educational environment for a child includes close communication between the parents and the teachers.

6.071 Prior to any administrative judgment being rendered, any teacher-pupil related problems which the parents bring to the Board, Superintendent or Principals should be immediately referred to the faculty member involved for a conference.

The Administrator may discuss it with the parents and then shall inform the teacher, without making judgment.

6.072 If the problem is not resolved to the satisfaction of all parties involved, the next step will be a conference involving the parent, student (if requested), teacher, Building Principal, Counselor (if requested), and MEA representative (if requested by the teacher).

6.073 If the problem is still not resolved to the satisfaction of all parties involved, a conference will be held with the parent, student (if requested), teacher, Building Principal, and Superintendent; and an MEA representative will be present.

6.074 If the three (3) steps above have been followed and the matter has not been settled to the satisfaction of all parties involved, it is agreed that the next step is for the parent to go to the Board of Education. This would be a closed hearing, with the Board, MEA representative, teacher, parent, student (if requested), Principal and Superintendent.

6.08 SUBSTITUTE FOR THE PRINCIPAL

6.081 The Substitute Principal shall assume administrative duties when the Principal is absent from the building. The Substitute Principal shall be guided by policies and regulations established by the Board and contained in the Policy Manual.

6.082 In case of the absence of the Principal in excess of five (5) consecutive days, the Substitute Principal will be relieved of his/her teaching responsibilities.

6.083 In case of the absence from the District of both the Principal and Substitute Principal during a day when students are in attendance for one (1) hour or more, the teacher specifically accepting responsibility, in writing, of being in charge of the building during this time shall be paid, on an hourly or daily basis as applicable, the Substitute Principal rate in effect at the time.

6.084 Payment shall be made twice a year upon the execution of a mutually agreeable document.

6.09 OTHER PAYROLL DEDUCTIONS

The following deductions will be made from employees' salaries as required by law, or as authorized by the employee:

6.091 Teachers Retirement System. All teachers are required to be members of the State Teachers' Retirement System (STRS). The Board Treasurer deducts the required percentage of all monies paid to teachers, and transmits this to the STRS.

6.092 Federal Withholding Tax. Each employee is required annually to submit Form W-4 to the Board Treasurer. From the number of withholding exemptions listed on the certificate, the Board Treasurer will determine the amount of tax to be paid, and the deduction will be made.

6.093 Ohio State Income Tax. From the W-4 Form completed for the Federal Withholding Tax, the Treasurer will also determine proper amount of income tax to be paid to State of Ohio. This amount will then be deducted/transmitted to the State Treasurer.

6.094 Mogadore Village Income Tax. The Village of Mogadore levies an income tax on the wages of everyone over eighteen (18) years of age employed within the Village Limits. This deduction must be made by the Board Treasurer.

6.095 Hospitalization Insurance. Hospitalization shall be offered according to Article 12.

6.096 Life Insurance. In addition to Life Insurance coverage provided by the Board of Education, employees may also purchase an equal amount of additional insurance at group rate, per thousand, per month, which is deducted from the employee's salary.

6.097 Medicare Tax. For each employee hired after 1987 who is required to contribute to Medicare, the Board Treasurer will deduct the percentage required by law and transmit the same to the Internal Revenue Service.

6.10 TUITION WAIVER

At such time as the District becomes a per pupil funding district and is no longer covered under the State formula funding guarantee, teachers who reside in other districts may apply through the online open enrollment process for the Mogadore Schools for their children to be considered if: 1) there are available spaces in the grade and 2) if applicable, either upon entry or later identification, as determined by the Superintendent, there is sufficient capacity in programs and units that serve students with disabilities (IEP or 504). Continuance with the district is conditional upon 1) the parent being still employed by the Mogadore Schools and 2) there is sufficient capacity in the grade, program, and/or unit, including students with special needs, as determined by the Superintendent.

ARTICLE 7. WORK YEAR AND WORK DAY

7.01 TEACHERS' SCHOOL YEAR AND CALENDAR COMMITTEE

7.011 The contract year for teachers shall be one hundred eighty-four (184) days plus one (1) professional development day for mandatory and necessary professional development. Each teacher shall receive his or her per diem rate for active involvement in this additional professional development day. The day's agenda shall include input from teacher representatives designated by the Association from both buildings.

7.012 A committee consisting of two (2) Association members selected by the Association, with representation from both buildings and an administrative team of two (2) that may include a managerial employee will meet no later than January for the purpose of creating two (2) calendars for the following school year. These calendars will be voted on by the bargaining unit members.

The committee shall submit to the Board by March 1 the preferred calendar for the succeeding school year no later than sixty (60) days from the vote, or March 1, whichever is earlier. The committee's calendar shall be considered by the Board of Education before the Board adopts a calendar for the succeeding school year.

7.013 Calamity Day Language. Any full calamity days in excess of 32.5 hours or the equivalency in each school year, may be made-up with students at the discretion of the Superintendent. The parties agree that the State directed minimum instructional hours will be met yearly.

7.02 WORK DAY

7.021 The scheduled school day for Elementary teachers will be four hundred twenty (420) minutes. The scheduled school day for Secondary teachers will be four hundred twenty-two (422) minutes.

7.022 The scheduled school day includes fifteen (15) minutes before the beginning of school.

Teachers may accept a change in starting time and completion time, but their day will not be longer than the length of the scheduled school day for their building.

7.023 All teachers will have a thirty (30) minute uninterrupted lunch period. Teachers will not be required to accept duties during their thirty (30) minute lunch period.

7.024 Each teacher will be assigned a preparation period daily. The preparation period shall be used for classroom preparation and parent conferences. Teachers will be expected to remain within the building during this time.

7.025 Teachers assigned duties in both the High School and Elementary buildings, on the same day, will be allowed fifteen (15) minutes of unassigned transition time on each day so assigned.

7.026 High School teachers shall be limited to five (5) separate preparations in any semester whenever practical. Courses taught from the same textbook shall be considered as one (1) preparation.

7.03 STAFF MEETINGS

At the Elementary School, there may be two (2) monthly meetings, not to exceed one (1) hour in length, immediately following the school day.

At the High School, teachers may be required to attend two (2) monthly meetings, unless needed for an administrative purpose, not to exceed one (1) hour in length during the school day when possible or else immediately following the school day.

7.04 CURRICULAR STUDY

Curriculum writing in alignment with state and federal mandates shall take place in collaboration with the building/district administration with final submission and approval of the Superintendent. The hourly rate for work performed outside the workday and is requested by the Administration shall be set at 0.0007 of the base salary, with the total amount to be established in advance.

7.05 STUDENTS WITH SPECIAL NEEDS

In the event that a student with a disability is/are enrolled in the Mogadore Local School System, additional provision beyond the regular teacher shall be made for the child's/children's special needs, if required by the child's/children's IEP or 504 plan.

7.051 In order to meet the needs of the teaching staff, the parents, the students, and the administration regarding IEPs, the Board agrees to hire substitute teachers as it deems necessary to fulfill District needs. The administration will organize coverage so that the staff may engage in the IEP process as directed.

For special education staff members who are responsible for writing IEP's, up to two (2) release days per school year shall be allotted to write and review IEP's. Special education staff members who are responsible for writing IEP's may request additional time if needed.

These days shall not be stacked with holidays, breaks, personal leave, or professional development days, and shall be approved by the administration.

7.052 Staff members who are responsible for implementing the IEP or 504 Plan shall provide input to the case manager which shall be considered to assist in determining what is appropriate for the student's IEP or 504 plan.

Any staff members who are responsible for implementing an IEP or 504 plan can request a meeting at any time with the case manager to review and consider modifications to the IEP or 504 plan.

Each staff member of the unit with responsibility for the education of a student on an IEP or 504 plan shall receive a copy of the IEP or 504 plan. If a student on an IEP transfers into Mogadore Local School District during the school year, the IEP shall be shared with teachers as soon as is practicable.

7.053 Case load size maximums for special needs will be in accordance with Ohio Administrative Code section 3301-51-01, 3301-51-09, 3301-51-11, and 3301-51-21.

7.06 NONPAID ASSIGNMENTS

7.061 Participation in professional activities considered necessary by the Administration is expected, even though time is required beyond the regular day.

7.062 Each teacher shall share extracurricular (non-supplemental positions) assignments as assigned by the Building Principal with the approval of the Local Superintendent.

7.063 It shall be the responsibility of each Building Principal to assign the faculty members under his/her jurisdiction to approved extra functions or activities on an equitable basis.

7.064 As a matter of general policy, no faculty member will be assigned a second nonpaid extra function or activity until each other faculty member has been assigned at least one (1) such extra function or activity.

7.07 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The provisions of the Mogadore Local Schools Local Professional Development Committee By-Laws Policy that affect employee wages, terms, and conditions of employment, including the Board's and Association's representatives of the Committee and all other relevant sections, will not be unilaterally changed by the Board and any such changes will be negotiated with the Union.

The compensation referred to in Article VI, Section 1(B) of said policy will be calculated at the employee's hourly per diem rate.

ARTICLE 8. WORKING CONDITIONS

8.01 CLASS SIZE

The class schedule for Grades K-6 will be designed whenever practical to include no more than twenty-five (25) students per class.

The class schedule for Grades 7-12 will be designed whenever practical to include no more than thirty (30) students per class.

8.02 GENERAL

Any concerns relative to custodial, maintenance, food service or other issues or concerns within the school shall be directed to the school principal for resolution. It will then be the responsibility of the Supervisor and Administrators to ensure that needed work is done as quickly as is possible.

TEMPERATURE: No teacher shall be required to teach in a classroom in temperature below 60 degrees.

8.03 DUTIES

Duties during the workday shall be assigned among staff in the building. The allocation of duties should be equitable, but administrative needs must be met. Teachers shall be paid for any time that a duty exceeds the workday.

8.04 CHANGING ROOMS OR BUILDINGS

Should a teacher need to change rooms or buildings, the teacher shall be given notice not later than May 1st before the year to be re-located. In addition, the teacher shall be given two (2) days paid time to complete the packing and two (2) days paid time to complete the unpacking. The district will arrange for the moving of the materials.

8.05 CAMERAS

8.051 Cameras in the work place are for the safety, security, and overall administration of the school district.

8.052 The administration of the school district will inform the union and affected employees of any new cameras that are put in place. Any omittance of notice of a camera is not a cause of action for a grievance. The parties acknowledge that there are already cameras that have been in the workplaces and do not require further notice.

8.053 Camera footage is not meant to be regular monitoring or evaluation tool of employees. However, casual observations obtained through normal student monitoring involving staff members may occur.

8.054 Should an issue arise that provides a basis to review camera tapes that could result in discipline to the employee, the employee(s), and if they choose, their representative, will have the opportunity to review the tape(s) during an appropriate investigatory/disciplinary meeting.

8.06 SAFETY COMMITTEE

The union president (s) or designees may be invited to attend, at the discretion of the superintendent, meetings where school and building safety concerns and procedures are discussed. In addition, the SRO will be involved in Building Leadership Teams and scheduled staff meetings to discuss ongoing safety concerns and procedures.

ARTICLE 9. CHANGES IN ASSIGNMENT AND TRANSFER OF TEACHERS

9.01 ASSIGNMENT

9.011 Teacher assignments will be made for a period of one (1) contractual year, and may be changed only in accordance with standards as set forth in this Article 9.

9.02 VACANCY AND POSTING

A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which is unfilled for the following school year because of death, retirement, resignation, termination or nonrenewal, and which the Board intends to fill. The Board shall post a vacancy it has determined to fill, when the number of teachers available is less than the number of vacant positions available.

If there is an anticipated opening, the administration will reach out to staff to see if anyone is interested in transferring. The decision to transfer a staff member remains an administrative function.

Administrative or management level positions will be posted as a matter of information, although they do not fall within the terms of this Agreement.

The Association President shall be provided a copy of the job vacancy electronic posting before it is placed on the district's website and e-mailed to bargaining unit members.

All electronic job vacancy postings shall be placed on the district's website which shall include the qualifications and required certification. The posting shall be e-mailed to each bargaining unit member by the Superintendent's secretary.

When a vacancy exists, the qualified licensed or certificated teacher with the greatest system-wide seniority will have priority consideration in applying for the position. If the Administration intends not to award the position to the senior-most applicant, the Administration will notify the applicant and upon request the applicant will be provided a conference prior to awarding the position to another applicant. If no currently employed teacher bids or no currently employed teacher is judged best qualified, the vacancy may be filled from outside.

When new employees are hired, the MEA and the administration shall work together to provide all new employees with the MEA contract, the district and school calendar, information about health insurance, pay dates, and a salary notice.

9.03 INVOLUNTARY TRANSFER

In the event the needs of the District requires a teacher to be involuntarily transferred, the administration will first ask for any volunteers. If there are no volunteers, or if the volunteer does not fit the needs of the district as recommended by the building administrator, the qualified teacher with the least system-wide seniority shall be required to make the transfer. In the event that the involuntarily transferred teacher's position becomes open in the future, the teacher may be given the option to transfer back.

9.04 GENERAL PROVISIONS

Where the teacher and the administration disagree on an assignment or transfer, a conference of the teacher, principal, Local Superintendent, and the teacher's representative will be held. The Local Superintendent shall then make a decision following the above conference and shall provide his/her reasons for the decision to the teacher in writing.

In all assignments or transfers, the needs of the pupils, the general welfare of the school, and the desires of the teacher will be considered.

ARTICLE 10. REDUCTION IN FORCE

10.01 When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, financial, or curricular and program changes as outlined in ORC 3319.17, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction.

10.011 By November 1 of each school year, the Superintendent will post in each school a list of all teachers in the school system by contract status, teaching field, seniority in Mogadore Local Schools, and areas of certification. The Superintendent/or designee will e-mail a copy of such list to any teacher(s) on Leave of Absence. Within twenty (20) calendar days after posting of such a list, any teacher who believes the listing is inaccurate will provide a written statement to the Superintendent explaining the inaccuracy and the basis of such inaccuracy.

10.012 By April 15th, the Superintendent will post a revision of the earlier list, if any revisions are necessary. The Superintendent or designee will e-mail a copy of any such revised list to any teacher(s) on Leave of Absence. Any teacher believing the revisions are inaccurate will have fifteen (15) days to provide a written statement to the Superintendent explaining the inaccuracy and the basis of such inaccuracy.

The Administration and the Association wish to avoid disputes over Reductions in Force. The Superintendent will meet with the Association President(s) to review potential reduction(s). The parties believe this meeting will alleviate discrepancies and issues that can arise when interpreting this Article. The lack of a meeting prior to the Reduction in Force date is not a ground for grievance, if due to time constraints or unavailability.

10.013 Implementation of Reduction in Force

a. Recommended reductions shall be minimized first by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death. Only transfers that are necessary to minimize reductions shall be made and in that case, the least senior teacher qualified shall be transferred. Exceptions to this may occur due to district needs, but the administration will meet with the association to explain the reasons that the least senior is not being transferred. Seniority shall be the largest consideration in determining who is transferred. In addition, any rehired retirees will not be re-hired in the event of a reduction unless there is unique district need that requires the retention of a rehired retiree.

b. If additional reductions are necessary, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, teachers shall be laid off in reverse seniority order by rating, i.e., least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.

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

1. Certification/Licensure within the affected teaching field

2. Comparable evaluations as defined in this Agreement

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

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

1. Certification/Licensure within the affected teaching field.

2. Comparable evaluations as defined in this Agreement.

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

e. Reduction in Force shall occur by suspension of contract.

10.014 Comparable Evaluations

a. Comparable evaluations shall be defined as follows:

1. All Accomplished and Skilled Teachers will be deemed comparable to each other.

2. All Developing Teachers will be deemed comparable to each other.

3. All Ineffective Teachers will be deemed comparable to each other.

10.015 Member Notification. A teacher to be reduced in force for the following school year because of a RIF shall be notified by May 15 in writing. The Association President shall be notified and present, if available. The notification shall occur at the end of the school day when practicable, and at the end of the school week, if at all possible. The Association President shall be sent a copy of the notification. The notice shall state the reason for RIF, the school year of contract suspension, and the date of the Board's action to implement the RIF. The Board must act on all RIFs by June 1.

The Board and the Association wish to inform employees subject to a reduction in force of certain information that will be useful to them during their transition. As such, the Board and Association will work together to develop a checklist of items that they will present to the employee(s) subject to the reduction in force.

10.016 Determine seniority by the length of continuous service in the Mogadore Local Schools as follows:

A teacher who works under contract one hundred twenty (120) days or more in any school year shall be credited with one (1) year of service effective with the 1992-1993 school year. A teacher who works under contract ninety - one hundred nineteen (90-119) days in any school year shall be credited with one-half (½) year of service effective with the 1992-1993 school year. Among those with the same length of continuous service, ties in seniority shall be determined by considering the criteria in a, then b, then c, below.

(1) (a) The date of the Board meeting at which the teacher was hired.

(b) The date on which the teacher signed his/her initial contract;

(c) The date on which the teacher began providing service as a regular teacher in the Mogadore Local School District;

(d) In the event the date in each of the above three (3) categories is the same, the tie shall be broken by Lot. The affected teachers, an administrative representative and the MEA president shall be present when the drawing is done.

(2) Length of continuous service will not be interrupted or affected by authorized leaves. The continuous service of any employee who has returned to employment following resignation or other termination of employment will be measured from date of return to service.

10.02 RESTORATION OF STAFF

10.021 Teachers on Continuing Contracts will have the unlimited recall rights to Restoration to Service as provided in Revised Code 3319.17. in reverse order of reduction. Other Limited contract teachers, who keep the Board informed of their addresses, will have recall rights for twenty-four (24) months form the effective date of the reduction. For purposes of this Section, "recall rights" means the right to be offered a position within the teacher's teaching field in reverse order of reduction before the position is filled by hiring a person not already employed by the Board.

For any vacancy that occurs, teachers on the recall list who are qualified for the position will be offered the position before it is posted internally.

10.022 The Board will give written notice of re-employment by sending a Registered Letter to said teacher at his/her last known address, with a simultaneous copy to the Association.

It shall be the responsibility of each teacher to notify the Board of any change of address or certification. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.

10.023 If a teacher fails to accept the offer of re-employment in writing within fifteen (15) calendar days, or within five (5) days if the offer is delivered within thirty (30) days prior to the start of a school year or semester at the last known address of the teacher, unless an extension is granted in writing by the Superintendent, said teacher shall be considered to have rejected said offer, and shall be removed from the Restoration List.

10.024 If a Limited Contract teacher whose contract has been suspended is not recalled within twenty-four (24) months from the effective date of the reduction, his/her employment shall cease and he/she shall be removed from the recall list. A limited contract teacher also shall be removed form the list if he/she accepts full-time employment as a teacher elsewhere. The Board may at any time thereafter act to non-renew such teacher's suspended Limited Contract.

10.025 A teacher accepting an offer of reemployment shall return to the District with the same seniority, accumulation of Sick Leave, and salary schedule placement as he/she would have received in the year following the contract suspension.

ARTICLE 11. LEAVES

11.01 TEACHER ABSENCE

If a teacher is going to be absent, he/she shall provide notification via AESOP (or other similar system the district uses) that he/she is going to be absent. Notification should provide as much lead time as possible, but normally no less than one (1) hour before the start of school.

The teacher will not be responsible for securing a replacement.

11.011 Any teacher with perfect attendance during the school year shall receive a payment of two hundred dollars ($200.00) teacher's first payday following the last day of the school year. Personal days, professional meetings, jury duty, funeral leave, and assault leave shall not count as an absence for this purpose.

11.02 SICK LEAVE

11.021 Each full-time teacher shall be granted one and one-quarter (1¼) days Sick Leave for each completed month of service. Annual accumulated allowance shall be fifteen (15) days, or one and one-quarter (1¼) days per month for a twelve-month school year.

11.022 There shall be unlimited accumulation of Sick Leave.

11.023 An advance of up to five (5) sick days will be granted**,** after a teacher has exhausted all other types of paid leave**,** to teachers who have exhausted their Sick Leave or for new employees who have yet to earn such accumulation. Abnormal circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration.

11.024 The provisions of Revised Code 3319.141 shall govern all teacher use of Sick Leave. For the purpose of Sick Leave use, "Immediate Family" shall be defined as follows: mother, father, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, son-in-law, daughter- in-law, grandmother, grandfather, and grandchildren.

11.025 Upon returning from Sick Leave, the teacher shall resume his/her previous teaching duties, unless the teaching position no longer exists or it is mutually agreed otherwise.

11.03 LEAVE FOR PERSONAL BUSINESS

11.031 Teachers in the Mogadore School System shall be granted, without loss of pay, no more than three (3) days each school year to conduct personal business impossible to transact on other than a school day. These three (3) days are not accumulative and are not deducted from Sick Leave.

11.032 To use Personal Business Leave, the person requesting the leave will notify his/her Building Principal and Superintendent on the approved form one (1) week in advance, wherever possible. Personal Business Leave shall not be considered granted until approved in writing by the Superintendent.

11.033 Personal Business Leave shall not be used to extend a holiday or vacation, except that the Elementary School and High School Principals may approve up to five (5) requests for such leave if adequate substitutes are available to cover such requests.

11.034 These personal business leave days may also be approved by the Superintendent for one-time events unplanned, at the option of the Superintendent.

11.035 If at the end of each school year an employee has unused personal leave days, that employee may either convert the unused personal leave to the employee's sick leave account up to the maximum allowed or cash out the unused personal day(s) at a rate of eighty-five dollars ($85.00) per unused day. Unused personal leave shall be converted to sick leave on or before June 30.

11.04 ASSAULT LEAVE POLICY

11.041 In accordance with Revised Code 3319.143, a teacher who is absent from work due to physical disability resulting from an assault which has arisen from a situation or activity within the scope of his/her employment, may be granted Assault leave for a period not to exceed the balance of the school year, as recommended by the Superintendent and approved by the Board.

11.042 If medical attention is required or if number of days of absence will exceed five (5) days before Assault Leave is approved for payment, the employee shall provide a certificate from a licensed physician which specifies the nature of the disability or injury and its expected duration. If requested by the Superintendent, the employee shall also be examined by a physician and paid for by the District.

11.043 If the period of absence is more than ten (10) days, when physically able, the employee will apply for Workers' Compensation and cooperate fully in the investigation of the claim and use his/her best efforts in pursuing the claim. The employee's pay will be continued during this period of time. If the employee's claim is upheld, the Board will be reimbursed the amount of the Workers' Compensation payment received up to a maximum of the total salary received by the employee during the same time period.

The teacher’s processing of such a claim will not result in a loss of pay nor require the use of Sick Leave or Personal Business Leave.

11.044 The Board, hereby, further adopts the attached Assault Leave Forms to be completed by the employee and his/her attending physician in order to implement Assault Leave.

11.045 Falsification of either the signed statement by a teacher or the Physician's Statement shall be grounds for suspension or termination of employment under Revised Code 3319.16.

11.046 The Superintendent shall review each Assault Leave request, and cause further investigation of the incident as deemed appropriate.

11.047 A teacher who is physically or verbally assaulted shall cooperate with law enforcement agencies in the prosecution of the party or parties involved in the alleged assault.

11.048 Approved Assault Leave shall not be deducted from a teacher’s accumulated Sick Leave.

11.05 SICK LEAVE DONATION

If a member of the bargaining unit is not on STRS disability and is currently absent for twenty (20) consecutive work days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse, or minor child, and has exhausted all of his/her accumulated Sick and Personal Leave, another bargaining unit member may donate up to 5 days of his/her accumulated Sick Leave to the absent teacher.

No teacher may receive more than an aggregate of the days remaining in the contract year that the illness first occurs.

At least one pay period prior to loss of his/her Sick Leave, the Payroll Office will notify the employee of the date his/her Sick Leave is exhausted. A copy of the notice will be sent to the Association President and Personnel Office.

Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer **(Appendix E)** no later than the pay period within which the Sick Leave of the absent teacher is exhausted.

Teachers qualifying under this Section will continue to receive benefits while receiving compensation.

It is recognized by the parties that in the event that State/Federal regulations are adopted, the Association has the right to adopt the higher standard.

11.06 PROFESSIONAL MEETINGS

11.061 Professional meetings include attendance at in-service programs, workshops, clinics, and other approved meetings.

11.062 All requests for attendance at Professional Meetings must be upon the recommendation of the Principal and receive prior approval of the Superintendent. Requests shall be submitted on the "Professional Meeting Request" Form, and include an itinerary and an estimate of expenses.

11.063 If financially feasible, the Board will pay for the following expenses for each individual (provided approval for the meeting was granted, and upon receipt of the Expense Report Form):

a. Registration fees (limited to fee charged members of the sponsoring organization).

b. Travel expense by private vehicle will be paid at the rate allowed by Internal Revenue Service for business mileage on Form 1040. Actual expense, less taxes, will be paid if by public conveyance. Tax Exemption forms are to be obtained at the Treasurer's Office prior to the purchase of public conveyance ticket.

c. Parking expenses and toll fees.

d. Lodging: Reasonable accommodations only. Individual billing is necessary and should be requested at the time of registration.

e. Meals: Limited to thirty-five dollars ($35.00) per day.

f. A verbal or written report shall be made on information gained from such attendance at Professional Meetings.

g. A School Board member or Administrator will not direct the teacher to attend a Professional Meeting which begins after or extends beyond the regular work day.

11.07 BEREAVEMENT LEAVE

Each teacher may be granted up to five (5) days paid leave for a death in the teacher's immediate family (i.e. mother, father, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren) The five (5) days begin with the first day of leave and ends within thirty (30) work days from the first day of leave and will not extend into a new school year; and one (1) day of leave to attend the funeral of another relative may be granted in the event of another relative's death (i.e. aunt, uncle, niece, nephew, cousin, brother-in-law, and sister-in-law). These days will not be deducted from Sick Leave.

11.08 COURT APPEARANCES

The Board shall not deduct from the pay of a full or part-time teacher, the amount of remuneration paid to the teacher for Court Appearances as either a juror or as a witness in employment-student related situations. However, the full remuneration received for such Court Appearance or Jury Duty shall be remitted to the Treasurer of the Board upon receipt. If the Court remuneration is not transmitted to the Board Treasurer within ninety (90) days following such service, the amount shall be deducted from his/her pay at that time. If a teacher is subpoenaed to Court, two (2) days shall be granted without loss of pay or use of Personal Business Leave.

11.09 MILITARY LEAVE

Any teacher who leaves a teaching position to serve in the Armed Forces of the U.S., upon returning with other than a dishonorable discharge, shall resume the contract status held prior to entering the service. Such teacher released from the Armed Services shall be reemployed at the first of the next school semester if such application is made thirty (30) days prior to the first of the next semester. (Revised Code 3319.14)

11.10 EXTENDED LEAVE

11.101 A teacher in the Mogadore School System may, with the approval of the Superintendent, be granted Extended Leave for a specified period not to exceed two (2) consecutive school years.

The Board shall grant a Leave of Absence not to exceed two (2) consecutive school years, where illness or disability is the reason when the request is accompanied by proper medical certification. Return to employment following an illness or Disability Leave must be accompanied by proper Medical Release Certification.

Teachers requesting Extended Leave due to child care as a natural or adoptive parent shall be granted Extended Leave for the balance of current school year and one (1) additional school year.

11.102 While on Extended Leave, the teacher shall not be paid but may participate in all group insurances, to the extent allowed by the insurance carrier, by paying the group rates monthly to the Board Treasurer.

11.103 When the total period of leave will extend beyond April 30th of any given year, the person on leave must notify the Board by April 1st that:

a. He/She intends to return to active employment in the Mogadore School System at the completion of his/her leave period; or

b. He/She desires to terminate his/her employment with the Mogadore School System at the completion of his/her leave period; or

c. He/She desires an extension of his/her leave period, stating specific reasons and revised date.

Failure to notify the Board by April 1 may result in the Board putting the bargaining unit member on involuntary unpaid leave.

11.104 Failure to return to active employment in the Mogadore School System at the expiration of any Leave of Absence period shall result in termination.

11.105 Applications for reinstatement may be made by the teacher at any time during the school year, and the employee may be reinstated by mutual agreement. In any case, reinstatement will occur no later than the beginning of next succeeding school year, unless the leave is extended in accordance with Section 11.093(c), above.

11.106 Upon return to service of a teacher at the expiration of a Leave of Absence, the teacher shall resume the contract status held prior to such leave.

11.107 Employment seniority shall be based upon all service earned both before and after all authorized leaves. However, no seniority shall be earned while on leave.

11.108 The provisions of Ohio Revised Code 3319.13 shall govern the use of Extended Leave.

11.11 PARENTAL LEAVE

When a bargaining unit member has exhausted Sick Leave and advancements thereof; or when a bargaining unit member becomes, in her doctor's opinion, able to work but chooses not to work for the purpose of child care; or when there is no need for the bargaining unit member to use Sick Leave for illness in the family, the bargaining unit member may transfer to Parental Leave.

Upon request, the bargaining unit member, after completion of the Leave of Absence Form which shall contain the term of the leave, shall be granted an unpaid parental leave of absence for a period not to exceed two (2) calendar years. The specific length of leave shall be stated by the bargaining unit member and may only be ended at the beginning of a grading period, except in the case of pregnancy interruption or legal problems with adoption. The bargaining unit member should give as much advance notice as possible to the Superintendent of his/her intended transfer from Sick Leave to unpaid leave.

The provisions of this paragraph shall apply to both male and female bargaining unit members.

11.12 FAMILY MEDICAL LEAVE ACT

A teacher shall be eligible for FMLA leave consistent with 29 CFR 825, upon proper application. The use of FMLA leave shall run concurrently with any other applicable leave available to the employee.

ARTICLE 12. FRINGE BENEFITS

12.01 COG LANGUAGE – STARK COUNTY SCHOOL COUNCILS

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. However, a part-time employee who has medical and/or dental insurance as of May 15, 2019, may continue to be eligible for the insurance with that employee paying fifty percent (50%) of the cost of the premium (single and family).

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

12.011 Medical

a. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

b. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Government (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be standardized COG specifications.

12.012 Preferred Provider Program, Doctors/Hospitals

a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospitals and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.

b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

12.013 Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

a. The program will be available to employees and their dependent who have “primary” coverage under the district’s insurance.

b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% copayment.

c. The deductible will be waived.

d. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

12.02 LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount equal to each teacher's salary to the lowest One Thousand Dollars ($1,000.00).

Bargaining unit members may purchase additional term life insurance at the group rate in five thousand-dollar ($5,000) increments up to a maximum of sixty thousand dollars ($60,000) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age sixty-five (65). The specific terms of the policy are contained in the life insurance contract.

12.03 DENTAL INSURANCE

12.031 The Board shall provide dental insurance. The Board shall pay one hundred percent (100%) of the premium.

12.04 SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. The IRS Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax bases. IRS Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pretax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

12.05 PREMIUM HOLIDAYS

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday months(s).

12.06 SPOUSAL COVERAGE

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE 13. SALARY AND REIMBURSEMENTS

13.01 SALARY SCHEDULE

There is a single Salary Schedule for all teachers based on training and experience.

Teachers will be granted full credit for prior teaching experience in the Mogadore Local School System, up to ten (10) years' credit for teaching experience in either public or non-public accredited schools in the State of Ohio, and up to five (5) years' credit for military service, except as provided in Section 11.08 (Military Leave).

This teaching experience credit applies to all teachers hired August 21, 1978, and after.

A "year" of teaching experience means either full-time teaching for one hundred twenty (120) days or more during the school year or one-half (½) day per day during an entire year. Each certified employee must apply for reclassification and must have on file with the Superintendent an official transcript reflecting additional training on or before October 15th of the year in which reclassification credit on the Salary Schedule is sought. Where for reasons beyond control of the employee, the official transcript is not available, supporting verification from the University granting the additional training must be on file on or before October 15th. However, 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 15th. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year.

The Salary Schedule has four (4) levels of professional training:

a. Bachelor's Degree

b. 150 Semester Hours (Five Years)

c. Master's Degree

d. Master's + (Degree plus 9 graduate quarter hours, or 6 semester hours, in major field of education beyond the Master's.)

Longevity increases will be given at 15**,** 18, 21**,** 24 and 27; and will be 2.5% of the current Base Salary.

13.011 The base salary for the 2025-2026 school year will be $43,869.35 (one percent (1%).

The MEA Members will receive a one-time $500 stipend for the 2025-2026 school year.

Teachers' Salary Indices and Schedules

INDEX Effective July 1, 2025 – June 30, 2026

YEARS	BACH	BACH + 150	MASTERS	MASTERS +
0	1.0000	1.0400	1.1128	1.1573
1	1.0400	1.0816	1.1573	1.2036
2	1.0816	1.1249	1.2036	1.2517
3	1.1249	1.1699	1.2517	1.3018
4	1.1699	1.2167	1.3018	1.3539
5	1.2167	1.2654	1.3539	1.4081
6	1.2654	1.3160	1.4081	1.4644
7	1.3160	1.3686	1.4644	1.5230
8	1.3686	1.4233	1.5230	1.5839
9	1.4233	1.4802	1.5839	1.6473
10	1.4802	1.5394	1.6473	1.7132
11	1.5394	1.6010	1.7132	1.7817
12	1.6010	1.6650	1.7817	1.8530
13	1.6650	1.7316	1.8530	1.9271
14	1.6650	1.7316	1.8530	1.9271
15	1.6900	1.7566	1.8780	1.9521
16	1.6900	1.7566	1.8780	1.9521
17	1.6900	1.7566	1.8780	1.9521
18	1.7150	1.7816	1.9030	1.9771
19	1.7150	1.7816	1.9030	1.9771
20	1.7150	1.7816	1.9030	1.9771
21	1.7400	1.8066	1.9280	2.0021
22	1.7400	1.8066	1.9280	2.0021
23	1.7400	1.8066	1.9280	2.0021
24	1.7650	1.8316	1.9530	2.0271
25	1.7650	1.8316	1.9530	2.0271
26	1.7650	1.8316	1.9530	2.0271
27	1.7900	1.8566	1.9780	2.0521
28	1.7900	1.8566	1.9780	2.0521
29	1.7900	1.8566	1.9780	2.0521
30	1.815	1.8816	2.0030	2.0771

Salary Schedules

Effective July 1, 2025 – June 30, 2026

YEARS	BACH	BACH + 150	MASTERS	MASTERS +
0	43,869	45,624	48,818	50,770
1	45,624	47,449	50,770	52,801
2	47,449	49,349	52,801	54,911
3	49,349	51,323	54,911	57,109
4	51,323	53,376	57,109	59,395
5	53,376	55,512	59,395	61,772
6	55,512	57,732	61,772	64,242
7	57,732	60,040	64,242	66,813
8	60,040	62,439	66,813	69,485
9	62,439	64,935	69,485	72,266
10	64,935	67,532	72,266	75,157
11	67,532	70,235	75,157	78,162
12	70,235	73,042	78,162	81,290
13	73,042	75,964	81,290	84,541
14	73,042	75,964	81,290	84,541
15	74,139	77,061	82,387	85,637
16	74,139	77,061	82,387	85,637
17	74,139	77,061	82,387	85,637
18	75,236	78,158	83,483	86,734
19	75,236	78,158	83,483	86,734
20	75,236	78,158	83,483	86,734
21	76,333	79,254	84,580	87,831
22	76,333	79,254	84,580	87,831
23	76,333	79,254	84,580	87,831
24	77,429	80,351	85,667	88,928
25	77,429	80,351	85,667	88,928
26	77,429	80,351	85,667	88,928
27	78,526	81,448	86,774	90,024
28	78,526	81,448	86,774	90,024
29	78,526	81,448	86,774	90,024
30	79,623	82,545	87,870	91,121

13.02 PAYROLL PRACTICES

13.021 Payment of Salaries. MEA will agree to the following language if MESA agrees to the language in their next contract negotiations: Beginning with the 2026-2027 school year, payroll will be distributed over twenty-four (24) equal installments per year, the pay dates will be mutually agreed upon. If the pay date falls over the weekend or a holiday the pay will fall on the business day immediately preceding. It is understood that these changes are contingent upon the adoption of this provision by MESA OEA/NEA.

If there is no agreement, the following language will continue to apply:

Payment of salaries will be made in twenty-six (26) equal installments except when that would result in a three (3) or more week period between the last pay of the current contract and the first pay of the new contract; then the Treasurer of the Mogadore Local Schools and the President of the MEA and/or a designee will meet to reach consensus on an alternate pay schedule that is to be approved by the MEA membership.

An employee may be paid in twenty-one (21) equal pays if the employee notifies the Treasurer of the Board, in writing, prior to September 1 of each year that he/she elects this option.

13.022 Direct Deposit. The Treasurer of the Board will arrange for direct deposit of paychecks for teachers who so authorize. All newly hired teachers following July 1, 2001, shall be paid by direct deposit. Teachers hired prior to July 1, 2001, may elect to have their paychecks direct deposited, but once having so elected said election shall be irrevocable. This provision does not apply to supplemental positions.

13.023 Payment for Additional Duty and Extended Time. Payments made for duties listed on the Payment for Additional Responsibilities Salary Schedule and Section 13.04 (D)(1)(2)(3), and (G)(1)(2) will be made in two (2) payments. The first will be for one-half (½) of the amount of the contract and will be made approximately halfway through the duty assignment. The second will be for the remainder of the amount of the contract and will be made upon completion of the duty. All others will be paid upon completion of the duty.

Payments for Extended Time Contracts, including 13.05 below, will be made upon completion of the extended time period.

13.024 Home Instruction/Tutoring. In cases where a student has been approved by the Summit County Board of Education and the State Department of Education, the Mogadore Local Board of Education will provide for Home Instruction or Tutoring. The hourly rate for Home Instruction or Tutoring shall be set at 0.0007 of the Base Salary.

13.03 EXTENDED TIME

Requests for extended time made in number of school days shall be made in writing to the building principal in advance of the days to be worked. The request will include the reason for the request and the work to be done. The building principal will answer the request within 7 days.

Extended time may be requested for both after the school year and before the beginning for the school year.

13.04 PAY SCHEDULE FOR ADDITIONAL RESPONSIBILITIES

		Percent of Base
A.	Classroom Related	
1.	Department Chairperson – Middle/High School	5.0
2.	Department Chairperson – Elementary School (4)	5.0
3.	Building Technology Liaison 1/school	5.0
4.	Substitute Principal - High School	10.0
5.	Substitute Principal - Elementary School	10.0
6.	Lead Mentor	5.0
7.	Mentor	3.0

The Board may fill 1, 2 and 3 if there will be accountability to fulfill a specific job description as evaluated by the District Curriculum Director and/or Building Principal.

B.	Clubs, Boards, Publications	
1.	Yearbook Advisor	4.0
2.	Theater Club Advisor (up to two productions per school year)	5.0
3.	Assistant Theater (up to two productions per school year)	3.0
4.	School Patrol Advisor	4.0

5.	Science Fair Coordinator	1.0
6.	Spelling Bee Coordinator	1.0
7.	Outdoor Education	2.0
8.	Junior High Memory Book Advisor	2.0
9.	D.C. Trip Chaperone (4)	2.5
10.	National Honor Society	2.0
11.	PAC Chair	2.0
12.	Prom Chair	2.0
13.	Homecoming Chair	2.0
14.	Ski Club: The advisor will be reimbursed for the required ski pass to take the students to the ski resort.	

C. Music

1.	Marching Band Director	19.0
2.	Assistant Marching Band (1)	11.6
3.	Flag Advisor	4.0

D. Athletics

1.	Athletic Director	25.0
2.	Assistant Athletic Director	13.0
3.	Assistant Athletic Director	13.0

E. Athletics (Boys)

1.	Head Football Coach	19.0
2.	Assistant Football Coach (6)	11.0
3.	Head Basketball Coach	19.0
4.	Assistant Basketball Coach (4)	11.0
5.	Head Baseball Coach	11.0
6.	Assistant Baseball Coach	7.0
7.	Head Track Coach	11.0
8.	Assistant Track Coach (2)	7.0

F. Athletics (Girls)

1.	Head Volleyball Coach	11.0
2.	Assistant Volleyball Coach (3)	7.0
3.	Head Basketball Coach	19.0
4.	Assistant Basketball Coach (4)	11.0
5.	Head Softball Coach	11.0
6.	Assistant Softball Coach	7.0
7.	Head Track Coach	11.0
8.	Assistant Track Coach (2)	7.0

G. Athletics (Co-Ed)

1.	Cheerleaders Advisor	10.0
2.	Assistant Cheerleader Advisor	6.0
3.	Head Golf Coach	11.0
4.	Assistant Golf Coach	7.0
5.	Head Cross-Country Coach	11.0
6.	Assistant Cross-Country Coach	7.0
7.	Head Wrestling Coach	11.0
8.	Assistant Wrestling Coach (2)	7.0

H. Extracurricular Accommodation Director 11.0

13.05 SUBSTITUTE TEACHER CLAUSE

When qualified substitute teachers are not available, regular K-12 grade teachers supervising the students of the absent teacher, in addition to regular teacher's normal teaching load, shall be paid at the rate of 0.0007 of the base salary per hour. Regularly employed teachers regardless of the assignment may decline to serve in that capacity.

Those teachers interested in supervising students of the absent teacher shall inform their principal at the beginning of each semester. Substituting shall be made from that list of available and interested teachers, on a rotational basis. Should the principal ask two teachers on the rotating list and they refuse that assignment, the principal shall be able to ask anyone on the list.

13.051 OTHER HOURLY. Any Junior High or High School teacher who agrees to monitor detention or lunchroom shall be paid at the rate of 0.0007 of the base salary per hour.

13.06 MILEAGE ALLOWANCE

Mileage for approved use of privately-owned vehicles on school business will be paid at the rate established by the IRS as the business-use deduction for automobiles on Form 1040. For the purposes of travel, any portion of a mile will be considered a mile.

13.07 SEVERANCE PAY

All employees under contract shall be granted Severance Pay at the rate of one-fourth (¼) of actual accumulated Sick Leave, up to a maximum of two hundred sixty (260) days earned Sick Leave times the employee's final daily rate. The maximum Sick Leave days for Severance Pay shall be one-fourth (¼) of two hundred sixty (260) days or a maximum of sixty-five (65) days.

Severance Pay shall be granted only to those persons who have retired under the State Teachers Retirement System's requirements including age and years of service. Any teacher who retires early due to health reasons or personal reasons within three (3) years of retirement age shall receive Severance Pay.

Each employee shall have the option of receiving his/her Severance Pay any time within twelve (12) months after the effective date of leaving active service with the Board of Education. Severance pay can be paid directly to the employee’s 403(b) account: the Employee must meet all federal, state and/or IRS guidelines/deadlines for electing this option.

Severance Pay benefits for a teacher eligible for benefits under this Section who dies while on active service or on approved Leave of Absence shall be paid to the member's Life Insurance beneficiary.

13.08 STRS TAX DEFERRAL

The Board Treasurer shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the current salary otherwise payable to such certificated employees.

The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee, and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its Employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to STRS based on the total annual salary including the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

The "pick-up" shall be a uniform percent for all certificated employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

This provision shall be effective and the "pick-up" shall apply to all payroll payments made after April 1, 1985.

The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's individual contract which states the following:

a. That the bargaining unit member's contract salary is being reinstated in accordance with this provision of the Negotiated Agreement as consisting of: (1) a cash salary component, and (2) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member.

b. That the Board will contribute to STRS an amount equal to bargaining unit member's required contribution to STRS in the account of each bargaining unit member.

c. That all salary and fringe benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be based upon the member's full salary including both the cash salary component and the "pick-up" component.

The current taxation or deferred taxation of the "pick-up" is determined solely by the IRS, and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

13.09 SEPARATION INCENTIVE PLAN

13.091 Timelines for Participation

Employees meeting the requirements as hereinafter set forth shall receive a salary incentive when they separate service from Mogadore Schools of up to Four Hundred Dollars ($400.00) per each year of service with Mogadore Schools. These monies will be paid in addition to severance pay. Participation in this separation incentive plan must be elected between January 15 and February 15 of the current year. Payment will be made between July 1 and December 31 of the year of retirement.

13.092 Amount of Salary Incentive

Employees who separate when first eligible for full retirement benefits [per STRS guidelines] or before shall receive a salary incentive in the amount of Four Hundred Dollars ($400.00) per each year of service with Mogadore Schools. After attaining full retirement eligibility [per STRS guidelines], the separation incentive shall be reduced by One Hundred Dollars ($100.00) per each year of service.

13.093 Eligibility Requirements for Participation

a. The employee shall, at the time of application for participation in said Separation Incentive Plan, be serving in a full-time contractual position as a member of the bargaining unit.

b. The employee shall have at least fifteen (15) years of service with the Mogadore Local School District at the time of separation under the terms of this Plan.

c. The employee shall submit a written statement to the Superintendent announcing his/her intent to separate service. The statement shall contain the effective date of the separation of service. The effective date shall be no later than July 30 following the election to participate. This written statement shall serve as the teacher's resignation. It is understood that there are no rights for reemployment with Mogadore Schools.

d. This separation incentive plan shall be in effect only for the life of this contract.

13.10 EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and, further, there is no expectation of continued employment or re-employment when a teacher retires from the Mogadore School District.

2. Teachers employed by the Board after retirement shall not be eligible for continuing contracts and are restricted to one-year contracts that will automatically expire at the end of each school year without notice of nonrenewal. The employee shall be given a reminder by the Superintendent, or his or her designee, regarding the automatic expiration of the contract, on or about March 15.

3. Salary placement shall be at Step 0. Salary placement for educational status shall be fully recognized.

4. Teachers employed by the Board after retirement shall not be eligible for a second severance payment, tuition reimbursement, or any retirement incentive program.

5. Seniority for retired teachers will be at zero (0) years and will remain at zero (0) throughout the retired teachers' post retirement employment.

6. In the event the Board determines it necessary to enact a reduction in force pursuant to Article 10, teachers employed by the Board after retirement shall not be rehired. Further, teachers employed by the Board after retirement shall have no bumping rights or any right to recall.

7. Retired teachers will be eligible for personal leave and sick days; however, retired teachers may only accumulate a maximum of thirty (30) sick days.

8. The evaluation of retired teachers shall be at the discretion of the Board.

9. All provisions of the negotiated agreement shall apply to teachers employed by the Board after retirement, if not inconsistent with this article.

10. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Ohio Revised Code Sections 3317.13, 3319.08, 3319.081, 3319.11, 3319.111, 3319.141 and any and all other inconsistent or contrary state or federal statues, laws, and/or regulations.

ARTICLE 14. HALF-TIME TEACHERS

14.01 The Board may hire a half-time teacher, and any teacher employed by the Board as a half-time teacher will be placed on the Salary Schedule (Article 13) at the appropriate level and paid fifty percent (50%) of the amount listed on the schedule.

The half-time teacher will receive one and one-half (1½) personal days and shall be entitled to the perfect attendance bonus provided in Article 11.

The half-time teacher shall be granted one and one-quarter (1¼) days sick leave for each month of service.

ARTICLE 15. LABOR-MANAGEMENT COMMITTEE

15.01 LABOR-MANAGEMENT COMMITTEE GOAL

The parties agree to continue the Labor-Management Committee (LMC) for the express purpose to Communicate, Clarify and Problem-Solve as follows:

Purpose: To enhance communication between the administration of the Mogadore Local School District Board of Education (BOE/designees, Mogadore Educational Support Association (MESA) and the Mogadore Education Association (MEA) by jointly addressing concerns/problems outside a crisis environment and by discovering, discussing, and resolving issues not typically covered by the collectively bargained Agreement.

15.02 LABOR-MANAGEMENT COMMITTEE MEMBERSHIP

The Labor-Management Committee shall be composed of two (2) teachers appointed by the Mogadore Education Association President, two (2) members appointed by the Mogadore Educational Support Association President and three (3) administrators appointed by the Superintendent.

15.03 DECISION-MAKING

It is our mutual understanding that the teaching staff represents a valuable source of input that is a critical element in finding solutions to problems and making the educational process more effective for students. Labor Management Committee shall use consensus decision-making strategies to resolve non-contractual matters. When used in the Mogadore Local School District, consensus decision-making means each member of the group agreed upon the solution(s).

I believe that you understand my point of view.

I believe that I understand your point of view.

Whether or not I prefer this decision, I support it because it was arrived at openly and fairly and it is the best solution for us at this time.

15.04 RESERVATION OF RIGHTS

Mogadore Local School District agrees to use the Labor-Management Committee as a proactive and problem-solving committee. None of the parties to this MOU are able to set aside their legal responsibilities or certain dimensions of their respective organizational roles. No grievances shall be discussed, and no bargaining shall take place. Therefore, it is understood that

unless written exceptions are made, Labor-Management Committee cannot change:

Local ordinances/State/Federal laws and regulations;

Ohio Department of Education rules and regulations;

MLSD/BOE policies and administrative regulations; and

The collectively bargained Agreements between the BOE, MESA and MEA.

15.05 MEETINGS

Labor-Management Committee shall meet on or about September 20th, January 20th, and April 20th during the school day and the school term. Meetings shall be at least two (2) hours as scheduled by the Superintendent or designee, MESA President and MEA President or designee. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary. Additional meetings may be requested by either the Superintendent or the MEA president, if agreed to by the parties in writing. Additional meetings will be held after school hours.

15.06 ANNUAL TRAINING

Annually Labor-Management Committee membership will be provided consensus decision-making training by the Federal Mediation and Conciliation Service (FMCS), if available. If FMCS is not available, the parties will seek to find an alternative cost-effective trainer. Any alternative training must be agreed upon by the parties, in writing.

15.07 OPERATIONAL ISSUES

15.071 Communications. Labor-Management Committee shall create a system of two-way communication via electronic technology to solicit input and distribute Labor-Management Committee meeting minutes in a timely fashion.

15.072 Agenda. An agenda shall be submitted to both parties at least two (2) working days prior to the scheduled meeting. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Topics not on the agenda shall not be discussed except by mutual agreement but rather shall be placed on the following month's agenda. Topics that could lead to grievances may be discussed. Topics requiring further study may be tabled.

- Only concerns that have the potential of impacting more than one building, program or specified group will be addressed.

- Any member of the MEA, MESA and any Mogadore Administrator may submit agenda items to a Labor Management Committee member.

- The name of the person submitting the concern will remain confidential.

- Submitted items should include a brief explanation.

15.073 Issue Referrals. The Labor-Management Committee could appoint sub-committees to study specific issues and to formulate recommendations. The Labor-Management Committee could also refer issues to other existing District committees.

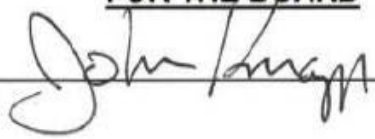
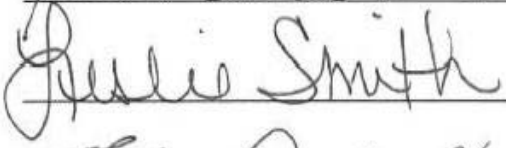
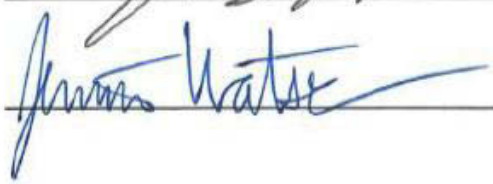
15.074 Chairperson. Chairperson's responsibilities shall be rotated monthly between MEA, MESA, and the District. Each party will determine whether it will have a permanent chairperson or rotating chairpersons. Each person wishing to speak shall be recognized by the chairperson.

ARTICLE 16. EFFECTS OF CONTRACT

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

16.02 Within thirty (30) days after this Contract is signed, copies shall be printed at the Board's expense and distributed to each teacher. Each teacher hired thereafter also shall receive a copy upon employment. The Association shall be supplied an additional fifty (50) copies of the Contract. The above language shall also apply to any subsequent revisions or amendments to this Master Contract.

16.03 This Contract shall become effective July 1, 2025, following the ratification of both parties and the written execution thereof, and shall expire at midnight (12:00 a.m.) June 30, 2026. This Agreement is made and entered into at Mogadore, Ohio, on this 6th day of June 2025, by and between the Association and the Board of Education.

FOR THE ASSOCIATION	FOR THE BOARD
	
	
	
	
	
	

APPENDIX A

MOGADORE LOCAL SCHOOLS

GRIEVANCE FORM

Name(s) of Grievant _____ Date Submitted_____

Level of Grievance _____

Type of Grievance ____Individual ____Class Action ____Association

Statement of Grievance including contract language violated (attach additional page if needed)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Relief/Action Sought (attach additional page if needed)

_____

_____

_____

Signature of Grievant _____

Received by _____ Date/Time _____

APPENDIX B

MOGADORE LOCALS SCHOOLS

ASSAULT LEAVE REQUEST

_____ _____
Name of Employee Teaching Assignment

_____
Address

_____ _____ _____
Social Security # last 4 digits Date/Time of Assault Location of Assault

_____ _____
Name of Administrator to Whom Incident was Reported Date

Was medical attention required? YES NO (If YES, the Physician's Certificate, Form #2, must be completed by the Attending Physician.)

Dates absent for which Assault Leave is requested: _____

Witnesses to the Assault (Name, Address, Telephone Number)

_____ _____

_____ _____

_____ _____

Description of Assault: Provide a concise, complete, and accurate description of the total "assault" incident: (Use additional sheets if necessary.)

_____
Signature of Employee

If medical attention is necessary, a certificate (Assault Leave Form #2) from a Licensed Physician stating the nature of your disability and its duration is required and must be attached to this form.

This form complies with ORC 3319.143. Falsification of this statement or the Physician's Certificate is grounds for suspension or termination of your employment under either ORC 3319.081 or 3319.16.

APPENDIX C

MOGADORE LOCAL SCHOOLS

PHYSICIAN'S CERTIFICATE

_____	_____
Name of Employee	Name of Physician
_____	_____
Address	Address
_____	_____
_____	_____
Social Security # last 4 digits	Phone Number

In the space below, state the nature of the disability in detail and its duration.

_____	_____
Date	Signature of Physician

(ASSAULT FORM #2)

APPENDIX D

MOGADORE LOCAL SCHOOLS

REQUEST FOR LEAVE

Name_____ Date_____

Position_____

I request_____days/hours leave beginning (DATE)_____and ending (DATE) _____for the following reason:

CHECK ONE:

_____ SICK LEAVE (Indicate reason below)
_____ PERSONAL BUSINESS LEAVE
_____ VACATION LEAVE
_____ COMPENSATORY TIME
_____ JURY DUTY (Payment by Court to be forwarded to the Treasurer)
_____ FUNERAL LEAVE (See Negotiated Agreement)
_____ ASSAULT LEAVE (See Negotiated Agreement)
_____ EXTENDED LEAVE

1. Was medical attention required? YES _____ NO _____

2. If "YES," please state the name/address of the Physician and the date(s) consulted.

NAME _____

ADDRESS _____

DATE(S) CONSULTED _____

_____
EMPLOYEE SIGNATURE

ADMINISTRATIVE ACTION

_____ APPROVED

_____ DISAPPROVED: STATE REASON:

_____ _____
Supervisor Superintendent

REMARKS:

APPENDIX E

MOGADORE LOCAL SCHOOLS

SICK LEAVE DONATION NOTICE

_____, who works at_____
(Name)

building is about to exhaust his/her accumulated sick leave and has requested the donation of sick leave from any employee willing to donate one or more (up to five) days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below and return it to the District Treasurer. A donor employee may not transfer more than five (5) sick leave days per year.

. . . . . .

SICK LEAVE DONATION AUTHORIZATION

I, _____, authorize the donation of _____ days of my

accumulated sick leave to _____.

_____
Employee Signature

APPENDIX F

OHIO TEACHER EVALUATION SYSTEM OTES 2.0

Ohio Teacher Evaluation System | **Assessment of Teacher Performance**

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.