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CERTIFIED NEGOTIATED AGREEMENT

Between the

Mansfield School Employees Association

And the

Mansfield City Board of Education

Effective through June 30, 2029

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ARTICLE I PROFESSIONAL NEGOTIATIONS AGREEMENT

101 PREAMBLE

The Board of Education of the Mansfield City Schools, hereinafter Board, and the Mansfield School Employees Association, affiliated with the Ohio Education Association and the National Education Association OEA/NEA, hereinafter MSEA, set forth this Agreement to establish the relationship between the Board and the MSEA and to establish one orderly procedure for the consideration and resolution of matters of concern.

102 RECOGNITION

A. The Board recognizes the MSEA as the sole and exclusive representative for the bargaining unit of all professional certificated/licensed personnel (Staff Member), both full (those who work 30 hours, or more, per week and are contracted to work a minimum of one hundred twenty (120) work days or more in a work year) and part-time (those who work less than 30 hours per week or less than one hundred twenty (120) work days in a work year), including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Chief Operating Officer (COO), Chief Academic Officer (CAO), Assistant Superintendent, Principals, Executive Directors, Athletic Director, Attendance Officers (effective 20192020 school year), Special Ed Coordinators/Supervisors, Assistant Principals, Coordinator of Gifted and Talented, Coordinator of Computer Education Programs, tutors, home instruction personnel, school psychologists, casual day-to-day substitutes (shall be defined as those who work less than sixty (60) consecutive days in one specific teaching position), supervisory or management personnel as defined in ORC 4117.01 (F), (J), and/or 4117.01 (K), and night and off site Adult Education personnel. Tutors who work 30 or more hours shall be included in the bargaining unit, but shall be limited to the rights set out in Article X, Tutors.

B. The recognition of the MSEA as sole and exclusive representative may be challenged by petition in accordance with the rules and regulations of the State Employment Relations Board (SERB), provided such petition is filed
during the period of 120 days to 90 days prior to the expiration date of this Agreement.

103 NEGOTIATIONS PROCEDURE

A. Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

B. Representation

The Board and the MSEA shall each designate a bargaining team of up to five (5) representatives. Up to three (3) consultants may be used by each side at each meeting. Each team shall be empowered to negotiate on behalf of its appointing party.

C. Directing Requests

1. Requests to open negotiations shall be made, in writing, no earlier than one hundred and twenty (120) days nor later than ninety (90) days prior to the expiration date of the Agreement. Such requests shall be sent by certified mail and contain the nature of the request, the name and address of a contact person, and shall be dated. The party initiating negotiations will notify SERB with a copy of the existing agreement, copying the other party with such communication, and highlighting the disagreement section.

2. The other party shall send a reply by certified mail within seven (7) days of receipt of the request. The reply shall contain the name and address of a contact person, the time, the place and date for an initial meeting, and shall be dated.

D. Negotiations Meeting Period

1. The first negotiation session shall be held within fourteen (14) days of the date of the initial request, unless otherwise mutually agreed.
2. At the first negotiation meeting:

   a. The first item of business is to exchange proposals.

b. The second item of business is to establish an official agenda, which shall consist of all items submitted at this meeting by the MSEA and the Board teams. Proposals made by either the MSEA or the Board shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings of items proposed for negotiations shall not be acceptable. After the agenda has been established, no additional proposals may be submitted without mutual consent.

3. All negotiations meetings shall be held in private, between the bargaining teams, at mutually agreed to times and places.

4. Negotiations shall be concluded within thióy' (30) calendar days of the date of expiration of the Agreement. Extensions of up to seven (7) calendar days may be granted upon the request of either patty and by mutual agreement.

5. All negotiations shall be held at a mutually agreed to location with equal facilities for each team.

6. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each team and set aside.

7. During negotiations, either party may call for a caucus at any time for up to thirty (30) minutes or an agreed to extension.

8. Each team shall provide its own secretarial assistance from within the team membership. Tape recorders may be used in interest based bargaining; however, such recordings shall not be construed as minutes of the negotiations meeting(s) unless mutually agreed to by the parties.

9. There shall be no news releases concerning negotiations during the negotiations period or extension(s) thereof, except by mutual agreement. The bargaining teams may keep their appointing parties informed, in confidence, of the progress of negotiations. If either

party declares impasse, the period of time utilized for the impasse procedures, as stipulated in Section 105 of this Agreement, shall be considered a part of the negotiations period as stipulated above.

10. Prior to, and during the negotiations period, the Board will provide, upon request, all available information needed by the MSEA team to deal with the issues under consideration. Such information will be provided in its existing form or a reasonable modification of that form within a reasonable period of time.

11. All bargaining shall be in "good faith" and each team shall have the power to negotiate: that is, make proposals, consider proposals, and make concessions without consultation with their respective constituencies.

12. The parties may mutually agree to use the interest based bargaining process; in which case, mutually developed guidelines may supersede portions of Section 103.

104 AGREEMENT

A. When an agreement is reached through negotiations, the outcome shall be reduced to writing and that agreement shall be submitted to the MSEA membership for ratification within ten (10) calendar days of said Agreement. The Treasurer of the Board shall be notified of the ratification results. If the Agreement has been ratified by the MSEA, the Board, at a regular or special meeting which shall be not more than ten (10) calendar days from the receipt of said notice, shall adopt or reject the Agreement. If adopted, the Agreement shall be signed by the President of the Board and the negotiating team for MSEA and made a part of the official minutes of the Board. The resulting Agreement shall supersede any conflicting Board policies or regulations and shall constitute a modification of the Contract between the MSEA and the Board. Said Agreement shall be binding on both parties and shall, by reference, be a part of the contract and salary agreement of each staff member.

B. Within fourteen (14) days of adoption, each party shall designate three (3) members to a joint committee, which shall meet at the request of either side to organize the provisions of the Agreement.

C. Within thirty (30) days of the adoption of the agreement or the conclusion of the Joint Committee, whichever is later, the MSEA and Board shall jointly prepare a written copy of the agreement. The MSEA shall be responsible for distributing copies of the agreement to MSEA members. The MSEA shall pay the actual cost of paper used in printing the contract for MSEA members. The Board shall be responsible for copying the agreement.

105 DISAGREEMENT - ARBITRATION/ MEDIATION

A. Either party may declare impasse on unresolved items if negotiations have not been completed within forty (40) calendar days of the expiration of the Agreement or if an extension(s) is not agreed to by the parties.

B. Within three (3) calendar days of the declaration of impasse, a joint request will be made to the American Arbitration Association (AAA) for an arbitrator who will be selected according to the voluntary rules of the AAA or upon mutual request the parties may utilize the services of Federal Mediation and Conciliation Services (FMCS) in accordance with its guidelines, or other mediation services manually agreed to by the parties.

C. If arbitration is utilized, the following shall apply. The arbitrator shall arrange, as soon as possible, to hold necessary hearings for the purpose of hearing the positions of both parties on items at impasse.

D. Following such hearing, the arbitrator will make a recommendation for settlement, in writing, to the bargaining teams. The teams shall meet at least once to review and clarify the recommendation.

E. Within ten (10) calendar days of the meeting or final meeting following receipt of the recommendation by the negotiations teams, the recommendations of the arbitrator, including any mutually agreed to modifications, shall be submitted to the MSEA membership for acceptance or rejection. If the recommendation is accepted, it shall then be combined with all items over which tentative agreement had been reached, and this total package shall be accepted or rejected by the MSEA membership. The Treasurer shall be notified in writing of the acceptance or rejection.

F. If the MSEA accepts the total package as specified above, the Board shall meet in regular or special session within ten (10) calendar days. At this

meeting the Board will 1) accept or reject the arbitrator's recommendation including any mutually agreed to modifications and 2) if the recommendation is accepted, the Board shall then accept or reject the total package as approved by the MSEA.

G. If the MSEA fails to ratify or the Board fails to adopt the results of negotiations, the arbitrator's report may be made public.

H. The fees and expenses of the arbitrator shall be shared equally by the Board and the MSEA.

106 PROVISIONS CONTRARY TO LAW/COMPLETE AGREEMENT

A. If any section of this Agreement is found to be contrary to law, that section shall be null and void to the extent contrary to law. The parties shall meet within sixty (60) days to work out a mutually agreeable solution. All remaining provisions shall remain in full force and effect. B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations for the duration of this Agreement.

107 DEFINITIONS

A. Sole and Exclusive Representative — The organization granted such status and recognized by the Board as the official representative of all staff members regardless of membership or non-membership in that organization. The exclusive representative shall further represent staff members regardless of their race, color, creed, national origin, sex, age, marital status, military status, ancestry, religion, or disability.
The Board of Education recognizes the organization's sole and exclusive rights to provide for proper representation of the bargaining unit. These rights are enumerated in Article IX.

B. Negotiations — To confer, discuss, propose, consider, and make counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by the

representatives of the Board and the MSEA with authority to negotiate in "good faith." Final approval of any negotiated agreement shall be first by ratification of the MSEA and then official adoption of the Board.

C. Negotiation Meeting Period - That period of time negotiations has been initiated until agreement has been reached, or the time factor of thirty (30) days or mutually agreed to extensions thereof from the initial negotiations meeting has expired.

D. Caucus — A limited break in the negotiations session of not more than thirty (30) minutes, unless otherwise mutually agreed to by both teams.

E. Day — A calendar day.

F. Good Faith - The willingness to consider, propose, and make counterproposals in an effort to reach a mutually agreed position. Good faith requires the participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiations team is given authority to make final commitments for the Board or the MSEA.

G. Impasse — Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by members of the negotiations teams is taking place, agreement is not reached, and negotiations have ceased.

H. Agreement — Agreement is reached when both parties have reached an understanding and terms are mutually agreeable. Agreement is subject to ratification by the MSEA and adoption by the Board.

108 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States provided such powers, rights, authority, duties, and responsibilities are not inconsistent with the terms of this Agreement.

ARTICLE II GRIEVANCE PROCEDURE

201 DEFINITIONS

A. A grievance is a claim by a staff member, a group of staff members, or the MSEA, based on an alleged violation, misinterpretation, or misapplication of the written Agreement between the Board and the MSEA.

B. A grievant shall mean a staff member, a group of staff members, or the MSEA alleging that a grievance has occurred.

C. A group grievance must have arisen out of similar circumstances affecting each staff member or group of staff members.

D. The term "days" shall mean the staff members' contractual work days, excluding calamity days.

E. Parties in interest shall mean the staff member or staff members making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.

202 RIGHTS OF THE GRIEVANT

A. The grievant shall have the right to have his/her representative(s) at any and all levels of the procedure and/or counsel at Levels One, Two and Three. The grievant shall have the right to designate his/her representative(s). The MSEA/OEA/NEA through its designated representatives shall be the only organization that has the right to file grievances and represent grievants.

B. No reprisal shall be taken against a "party in interest" based on the use of the procedure. Grievance proceedings shall be confidential at all levels.

C. The grievant and his/her representative shall have the right to present evidence, call a witness, or otherwise present his/her position during grievance hearings.

D. All grievances shall be filed on official negotiated grievance forms (see Appendix A), which shall be available from the MSEA and the administration.

E. Documents related to the filing and processing of a grievance will not be placed in the personnel file of a staff member. All such documents shall be filed separately from the personnel file, and shall be released in accordance with the Ohio Revised Code and with the prior knowledge of the grievant(s).

F. The MSEA 1[5t] Vice-President shall receive a copy of all grievances, decisions, or appeals at Level One and above.

G. The MSEA President or his/her designee shall have the right to attend any or all grievance hearings at Level One and above.

H. No staff member shall be required to testify against another staff member(s) at any level of the grievance procedure. At arbitration, Level Four, either side may subpoena bargaining unit members to testify.

203 TIME LIMITS

A. All time limits may be extended by mutual written consent of the parties.

B. If the grievance is not initiated within twenty-five (25) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be waived. If school is not in session at the time of the event or knowledge of the event took place, the twenty-five-day limit shall start from the first succeeding day that school is in session for all staff members.

C. Failure of a grievant to appeal a written decision in writing within seven (7) days of receipt of the decision shall waive all rights to further appeals.

D. Failure at any level by an administrator to respond within the time limits provided shall give the grievant the right to appeal to the next level.

E. If the grievance involves staff members from more than one building, or if the grievant believes the principal or immediate supervisor is without the authority to decide the issue, the grievance may be filed directly at Level Three. In all such cases, a copy of the grievance will be provided

simultaneously to all principals and supervisors who were bypassed under this provision.

F. All matters pertaining to a grievance shall be conducted before or after school hours unless mutually agreed.

204 PROCEDURES

A. Level One/Informal Level

The grievant shall provide the principal or immediate supervisor with advanced written notice of the need to hold a Level One meeting. Said advanced notice shall include a statement of the issue. The Level One meeting shall be held within five (5) days of providing the notice. Within five (5) days of the meeting the principal or immediate supervisor shall provide to the grievant a written response stating the resolution of the problem or a justification for the action taken.

B. Level Two/Formal Level

If the problem is not resolved at Level One, the grievant may file a written grievance. The written grievance shall be filed within five (5) days of the receipt of the written response from the principal or immediate supervisor. Each written grievance shall first be discussed at Level One. Such grievance shall be filed with the staff member's principal or immediate supervisor. Within five (5) days, the principal or supervisor shall meet with the grievant to discuss the grievances. Within five (5) days of this meeting, the principal or immediate supervisor shall render a written decision to the grievant and to the MSEA President.

C. Level Three/Superintendent's Level

If the grievance is not resolved at Level Two the grievant may appeal the grievance to the Superintendent or his/her designee. Within five (5) days of the receipt of the appeal, the Superintendent or his/her designee shall meet with the grievant to discuss the grievance. Within seven (7) days of this meeting, the Superintendent or his/her designee shall render a written decision to the grievant and to the MSEA President.

D. Level Four/Arbitration Level

If the grievance is not resolved at Level Three only the MSEA may file for arbitration within fifteen school days of receiving the written decision in Level Three. The arbitration proceedings will be governed by the Voluntary Rules of the American Arbitration Association (AAA). If the parties agree, the matter may be submitted to expedited or streamlined arbitration. The arbitrator shall limit the decision to the application and interpretation of the terms and provisions of the Professional Negotiations Contract. The decision of the arbitrator shall be final and binding on all parties. If the MSEA prevails, the cost of the arbitrator will be borne by the Board. If the Board prevails, the cost of the arbitration will be borne by the MSEA. In cases where each party prevails, in part, the arbitrator shall apportion the cost between the Board and the MSEA.

ARTICLE III STAFF MEMBER EMPLOYMENT AND CONTRACTS

301 HIRING PRACTICES

A. The President of the MSEA shall have the right to meet periodically with the Executive Director Human Resources to review district hiring procedures and the contractual status of present staff members.

B. The MSEA shall be consulted as an advisory organization in the selection of any new superintendent.

302 EMPLOYMENT PRACTICES

A. The Board reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours, or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, handicap, sexual orientation, gender identity, gender expression, disability, veteran status and/or association activity.

B. The patterns, practices, and procedures of the Board shall apply uniformly to staff members except as provided for in applicable statute or elsewhere in this Agreement.

C. Prior to April 30 of each year, the Board shall provide written notice to each staff member whose teaching certificate/license becomes renewable during the next school year.

D. Permanent teaching assignments will only be made in areas for which the staff member is or can become properly certificated/licensed.

E. Newly employed staff members will be provided with information on the Mansfield School System.

F. The Board shall keep updated Board Policies, Administrative Guidelines, and regulations accessible on its website to all employees.

G. Individual and supplemental individual contracts, or a letter of intent, shall be issued prior to the beginning of the assignment.

H. Each staff member shall be informed in writing by May 1 of each year of his/her building, grade level, and/or subject assignment for the following school year. Changes in assignment made after such notification shall be made in accordance with the provisions of Article 402 C of this Agreement (Involuntary Transfer).

303 SEQUENCE OF CONTRACTS

A. Upon initial employment in the Mansfield School District, a staff member shall be given a one-year limited contract. If reemployed, said staff member shall be granted a two-year contract, or an additional one-year contract based on reasons which have been identified in accordance with the evaluation procedures established in this Agreement.

B. Staff members having completed a two-year contract in the Mansfield School District shall, if reemployed, be granted a three-year contract. All limited contracts thereafter, for that staff member, shall be three-year contracts.

C. When a staff member becomes eligible for a continuing contract during the term of a limited contract, the Board shall, upon written request of the staff member, either interrupt the limited contract to grant a continuing contract or continue the limited contract and provide the staff member with written reasons for denial of the request.

D. It is agreed that once a staff member is eligible for a continuing contract (see process below) they will send their request to the Superintendent, who will verify and forward to the Board of Education for actionn All

contract language (302 C, 407 C) relevant to continuing contracts will be followed after presented to the Superintendent.

E. Continuing Contract Process

1. Must have one of the following:
    a. Three (3) of the last five (5) years in our district.
    b. Two (2) years in our district if had tenure/continuing contract in a previous district.

*Proof of continuing contract/tenure required from other district.

2. Must have a professional or permanent certificate or license in the area in which they are teaching.
3. If initial certificate/license was issued before January 1, 2011 must have one of the following:
    a. If the teacher does not have a master's degree: Thirty semester hours of coursework since the initial issuance of such certificate or license.
    b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate: Teacher must have six semester hours of graduate coursework.
4. If certificate/license was issued after January 1, 2011 must meet the following:
    a. Hold a professional educator license, senior professional educator license, or lead professional educator license. b. Have held an educator license for at least seven years.
    c. If the teacher does not have a master's degree: Thirty semester hours of coursework since the initial issuance of such certificate or license.
    d. If the teacher held a master's degree at the time of initially receiving a teacher's certificate: Teacher must have six semester hours of graduate coursework.

After above qualifications are met:

1. Teacher sends request to the Superintendent, who will verify qualifications.
2. If qualifications are met the Superintendent shall forward to the Board of Education for action.
3. Continuing contracts will be effective after Board of Education vote.

304 INDIVIDUAL CONTRACTS

A. All staff members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code and the provisions indicated in this section. Such contracts shall include the following information:

1. Name of the staff member.
2. Name of the school district and the Board.
3. Type of contract, limited or continuing; if limited, the number of years the contract is to be in effect.
4. Annual compensation to be paid during the first year of the contract.
5. Basis of determining compensation (e.g., B.A. degree with five [5] years' experience) as provided on the salary notification (Appendix D) which is understood to be a part of each contract.
6. Provision that the staff member and the Board both agree to abide by the Board-adopted policies and the Board-MSEA Professional Negotiations Contract.
7. Signature and date of signature of the staff member being issued the contract and the Board President.

305 SUPPLEMENTAL INDIVIDUAL CONTRACTS

A. All staff members having additional responsibilities and entitled to additional compensation for such responsibilities shall be given a one-year limited (provisions of Section 404 do not apply to the non-renewal of supplemental contracts) written supplemental contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

Such supplemental contract shall include the following information:

1. Name of said staff member.
2. Name of the school district and the Board for which responsibilities shall be performed.
3. Title and location of the duty and the compensation to be paid for the additional responsibility.
4. Dates when the responsibility is to be performed and when compensation is to be made.
5. Provision for signature and date of signing by the staff member and Board President.

6. Prorated pay shall be paid for duties performed under the supplemental contract should the staff member be unable to complete the supplemental contract.

306 PERSONNEL FILES

A. The Board shall maintain the official personnel file system in the office of the Executive Director of Pupil and Staff Services for all staff members. The purpose of this system is to serve as the official repository of records that are necessary and relevant to the individual staff member's employment and professional responsibilities. Evaluation form(s) shall be filed in the respective building of each staff member and in the evaluation file in the office of the Executive Director of Human Resources. Such file shall be considered a part of the official personnel file system stated above. All evaluation form(s) shall be retained according to the records retention schedule. Evaluation forms older than four years shall not be considered for any job actions.

B. Said file shall be under the control of the Executive Director of Human Resources who shall be responsible for developing necessary rules regarding access to the system, proper placement of material, and the security of the system. Said rules shall be in accordance with the provisions of this section and ORC 1347.

C. Access to or disclosure of the information in a file shall be in accordance with the provisions of ORC 1347.07 and ORC 149.43, and shall be preceded by written notification given to the staff member identifying the date, time, and place that access or disclosure will be allowed. During times school is not in session, such notification shall be mailed to the residence specified by the staff member.

D. The staff member shall have access to his/her file in the Executive Director's office where it is maintained at all reasonable times, but in no case more than one (1) working day after a verbal request has been made. There shall be no charge for access to the system.

E. The staff member shall have the right to be accompanied by a person of his/her choice when reviewing the file, and shall have the right to grant, in writing, access to his/her file to an attorney.

F. The staff member shall receive a copy of all of the personal information that is to be placed in the personnel file at the same time that placement into the file occurs. The staff member shall have the right to respond in writing to any material in the system. Said response shall be attached to and shall become a part of the document that is in the file. The response shall be included should dispersal of the original document be made.

G. The Board shall require that the Executive Director of Human Resources maintain personal information in the system with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. No anonymous letters or material will be placed in the system.

The staff member shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. Within five school days of being notified by a staff member, the Executive Director of Human Resources must begin an investigation as to the validity of the dispute. The Executive Director shall notify the staff member within seven school days of the result of the investigation and action to be taken. The Executive Director of Human Resources shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate. The staff member may include, in his/her file, a statement which sets forth his/her position with reference to the dispute.

H. Any written record of disciplinary action which has been included in a staff member's personnel file shall be retained according to the records retention schedule but shall not be considered for any disciplinary action if older than two years provided the staff member has not received any additional discipline on the same infraction during that time.

307 Hiring Retired Teachers

A teacher retired from the teaching profession and/or any public sector retirement system ("previously retired teacher" or "PRT") may be re-employed under the following conditions: (**)

1. For purposes of salary schedule placement upon initial employment, a PRT will be placed at the proper step and column based on their level

of education and years of teaching per STRS, with a maximum of ten (10) years' service credit.

2. Previously retired teachers will receive only one year limited contracts that automatically expire at the end of the school year without notice of non-renewal. The previously retired teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District. The provisions of this Agreement relating to the employment of retired teachers are intended to supersede and take precedence over the provisions of R.C. 3319.11 and 3319.111.
3. Retirees lose their seniority upon re-employment.
4. In the event of a reduction in force, the previously retired teacher will not have any bumping rights.
5. PRT's may participate in the district's health care plan to the same extent as all other similar employees in the district
6. PRT's are excluded from tuition reimbursement, severance pay, or sabbatical leave.
7. PRT's are not eligible to participate in any retirement incentive program,
8. PRT's are eligible for sick leave accumulation commencing with the first year of such re-employment. PRT's are not eligible to participate in the sick leave bank. There is no carryover of sick leave from previous employment and it is the intent of the MSEA and the Board that this provision shall supersede and take the place of any provision of the law to the contrary.
9. Any PRT employed by the District will be required to sign a waiver (Appendix Q) releasing both the District and the MSEA from liability under state and federal age discrimination laws.
10. PRT's shall not have any guarantee or right to return to a position previously held in the District.

ARTICLE IV STAFF MEMBER EVALUATION, TRANSFER AND DISMISSAL

401 EVALUATIONS AND OBSERVATIONS

1. Scope and Purpose

A. Purpose:

1. There shall be a fair, objective, and systematic program to evaluate the performance of staff members for the purpose of advancing the professional learning and practice of teachers, inform instruction, to assist teachers in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. The following provisions shall constitute the program for the evaluation and observation of classroom performance.

1. Definitions

a. Comparable evaluations- shall mean everyone's holistic evaluation that results in a developing, skilled, or accomplished rating shall be comparable, and seniority shall be the deciding factor for a RIF. Evaluations that result in an ineffective rating shall be comparable evaluations.

b. Credentialed Third Party Evaluator - A person who is employed by an entity contracted by the Board to conduct evaluation and who holds an administrative license. Third Party evaluators will NOT be used to evaluate Mansfield employees.

c. Days- the term shall mean work days in article 401, unless it states otherwise.

d. Evaluation cycle- the period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by the contract.

e. Evaluation factors- The walkthrough(s), observation(s), and summative conference.

f. Evaluation framework- The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with ORC 3319.111(A), & 3319.112.

g. Evaluation Phases- There shall be two phases to the evaluation cycle. Phase one and phase two. Timelines outlined and procedures outlined in this article.

h. Evaluation Procedure- the procedural requirements set forth in this agreement which conform with and provide specificity to the obligations established by ORC 3319.111 and 3319.112

i. Evaluation Rating- the final holistic evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be Accomplished, Skilled, Developing, or Ineffective. The final rating shall not be weighted in such a

way that one (1) domain or component of the evaluation system has a higher importance than another, except that any are marked N/A shall not negatively impact the evaluation rating.

j. Evaluation Instrument- the forms used by the staff member's evaluator. The approved forms are located in Appendix T (walkthrough tool), U (Evaluation form), and V (Holistic summative form) of this agreement.

k. Evidence- Information collected by the evaluator and /or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Only information collected using the valuation factors may be used to determine evaluation rating, Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and notebooks. All artifacts submitted shall be considered in the calculation of the evaluation.

l. High Quality Student Data HQSD - Locally determined qualitative and quantitative data, derived from instrument(s) rigorously reviewed and approved by the HQSD committee, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. When applicable to the grade level or subject area taught, HQSD shall include the value-added data as one or both of their data points. The other data, if needed, shall include the HQSD approved by the HQSD committee and the evaluation committee.

m. Improvement-plan- a detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an evaluation rating of ineffective. The approved form for the Improvement plan is attached to Appendix U-2.

n. Ohio Evaluation System (OhioES)- The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

o. Ohio Teacher Evaluation System(OTES)- The evaluation system required by ORC 3319.111 and ORC 3319.112.

q. Professional Growth Plan- A written plan, self-directed

(Accomplished evaluations) or jointly developed (Skilled, and Developing) between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix U.

r. Teacher of Record: A teacher who is:

i. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and

ii. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record" and

iii. Is responsible for a minimum of fifty percent (50%) of a student's schedule instructional time within a given subject or course.

s. Teacher Performance- The assessment of a teacher, during the evaluation cycle, which is based upon educator professional standards, and reported using the rubric contained in Appendix V of this agreement.

2. Application

A. The observation/evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under an Ohio teaching certificate, license, or permit, who spend at least fifty (50%) percent of their time providing student instruction or
2. Teachers who have a permanent certificate as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall NOT conduct an evaluation for any teacher who

1. Was on leave for fifty percent (50%) or more of the school year:
2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December of the school year in which they plan to retire;
3. Is a substitute teacher.

C. Staff members who received a rating of "Accomplished" shall have one complete evaluation cycle (both phase 1 and phase 2) every three years. In the "off years" the staff member shall have one focused observation that has one focus area. This observation shall have a

pre-conference, within five (5) days of the observation, where the focus area shall be decided by the teacher, the rubric being used shall be reviewed, and the date of the observation shall be scheduled. If the evaluator does not perform the observation as agreed, the evaluator shall start the process over with a pre-conference within five (5) days of the new observation date, the focus shall be decided by the teacher, the rubric being used shall be reviewed, and the new date set. Only one (1) reschedule shall occur. The observation shall be not less than 30 consecutive minutes. A post conference within 10 work days shall occur. Staff members are encouraged to present data, demonstrate evidence, show a portfolio, present a notebook, and bring data/evidence during the post conference. All data/artifacts shall be considered in the calculation of evaluation. At the post conference, both the staff members and evaluator shall be prepared to discuss the staff member's observation. An observation form will be completed in OhioES and no information will be added to or deleted from the form after the staff member has signed it electronically in OhioES unless mutually agreed otherwise. The staff member shall be given the signed copy of the observation form at his meeting. There shall be one (1) walkthrough each "off year", form found in Appendix T.

D. Staff members who received a rating of "Skilled" shall have one complete evaluation cycle (both phase 1 and phase 2) every two years. In the "off years" the staff member shall have one focused observation that has one focus area. This observation shall have a pre-conference, within five (5) days of the observation where the focus area shall be decided by the teacher, with administrator input, the rubric being used shall be reviewed, and the date of the observation shall be scheduled. If the evaluator does not perform the observation as agreed, the evaluator shall start the process over with a pre-conference within five (5) days of the new observation date, the focus shall be decided by the teacher, the rubric being used shall be reviewed, and the new date seta Only one (1) reschedule shall occurs. The observation shall be not less than 30 consecutive minutes. A post conference within 10 work days shall occur. Staff members are encouraged to present data, demonstrate evidence, show a portfolio, present a notebook, and bring data/evidence during the post conference. All data/artifacts shall be considered in the calculation of evaluation. At the post conference, both the staff members and evaluator shall be prepared to discuss the staff

member's observation. An observation form will be completed in OhioES and no information will be added to or deleted from the form after the staff member has signed it electronically in OhioES, unless mutually agreed otherwise. The staff member shall be given the signed copy of

the observation form at his meeting. There shall be one (1) walkthrough each "off year", form found in Appendix T.

II. Evaluators

A. Each evaluator shall be an employee of the Mansfield City School District, employed under a full-time contract, must hold at least one (1) administrator certificate/license under ORC and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing (email), prior to the beginning of phase one of the evaluations. The evaluator assigned to the teacher shall be the only evaluation for that teacher for all aspects of the evaluation procedure.

C. Evaluator assignments shall be made pursuant to the following requirement:

1. For those teachers with an evaluation of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator, within their building.
2. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
3. If the evaluator assigned is unavoidably absent from the district and unable to complete the evaluation, the

"substitute" administrator for the building shall complete all evaluation phases until the administrator returns.

III. Orientation and Professional Development

A. The Board shall meet the requirement of ORC to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

B. Before the beginning of each evaluation phase each school year, the Board shall provide joint training for administrators and teachers to review all the components of the teacher evaluation procedure.

C. Evaluators:

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment. The list of administrators who meet this requirement shall be provided to the evaluation committees during the first scheduled meeting of each school year.

D. Funding for orientation, professional development and training

1. The Board shall allocate monetary, time, materials, and human resources for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources to support the professional development shall be provided for, in priority order:
   a. Teacher designated to an improvement plan. The evaluator and teacher shall jointly identify training classes, resources, etc.
2. All requests for professional development dollars shall be approved or rejected by the teachers' evaluator, If rejected, a reason must be given for the rejection.

IV. Evaluation structure and Procedures

1. The evaluation cycle shall consist of

a. One formal holistic observation-with a pre & post, from the 3rd week of School to Dec. 15th
b. One formal focused observation- with a pre & post conference from Jan 10th to April 30th.
c. Two (2) walkthroughs (one by Dec. 15th, one by April 30th with post conferences
d. One Summative Conference before May 10th

2. Phase one of the evaluation cycle shall:

a. Begin no earlier than the 3rd full week of the school year to Dec. 15th
b. There shall be a Pre-Conference within five 5 days before an observation shall occur to discuss the holistic observation, PGP, improvement plan, and HQSD, all forms to be used, and the date

the observation will occur. If the evaluator does not perform the observation as agreed, the evaluator shall start the process over with a pre-conference within five (5) days of the new observation date, and the new date set. Only one (1) reschedule shall occur.

c. The evaluator shall observe all seven (7) sections of the Teacher Performance Evaluation using the Rubric for not less than thirty (30) continuous minutes.

d. There shall be a post-conference within ten (10) work days after the observation. Days shall mean, work days the evaluator and evaluate are both present at their work site. Staff are encouraged to present data, demonstrate evidence, show a portfolio, present a notebook, and bring data/evidence during the post-conference. All data or artifacts shall be considered in the calculation of the evaluation.

   i. At the post observation conference, both the staff member and the evaluator will be prepared to discuss the staff member's observation. An observation form will be completed in OhioES and no information will be added to or deleted from the form after the staff member has signed it electronically in OhioES. The teacher shall be given a copy of the observation form at this meeting.

   ii. The purpose of the conference will be to review the contents of the observation form and discuss areas where improvement is required and/or where progress has been made since previous evaluation.

   iii. If the observation is listed as ineffective, then an improvement plan will be created jointly with the evaluator and evaluate.

e. There shall be one (1) walkthrough during this phase. Form found in Appendix T.

f. No teacher shall be required to complete a self-assessment.

g. Teacher's performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator, including HQSD, PGP/ IMP, aligned to the Evaluation Framework.

3. **Phase two (2) evaluation cycle shall:**

a. Occur from Jan 10th to April 30th

b. There shall be a Pre-Conference, within five (5) work days of the observation shall occur to agree upon the focus area observation, the PGP/ Improvement Plan, and HQSD, all forms

to be used, and the date the observation will occur. If the evaluator does not perform the observation as agreed, the evaluator shall start the process over with a pre-conference within five (5) days of the new observation date, and the new date set. Only one (1) reschedule shall occur.

c. The evaluator shall observe two (2) formal focused areas, one chosen by the administrator, one chosen by the employee agreed upon by the teacher for not less than thirty (30) continuous minutes.

d. There shall be a post-conference within ten (10) work days after the observation. Days shall mean, work days the evaluator and evaluate are both present at their work site. Staff are encouraged to present data, demonstrate evidence, show a portfolio, present a notebook, and bring data/evidence during the post-conference. All data or artifacts shall be considered in the calculation of the evaluation.

   i. At the post observation conference, both the staff member and the evaluator will be prepared to discuss the staff member's observation. An observation form will be completed in OhioES and no information will be added to or deleted from the form after the staff member has signed it electronically in OhioES. The teacher shall be given a copy of the observation form at this meeting.

   ii. The purpose of the conference will be to review the contents of the observation form and discuss areas where improvement is required and/or where progress has been made since previous evaluation.

   iii. If the observation is listed as ineffective, then an improvement plan will be created jointly with the evaluator and evaluatee.

e. There shall be one (1) walkthrough during this phase. Form found in Appendix T.

f. No teacher shall be required to complete a self-assessment.

g. Teacher's performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

4. <u>Walkthroughs-</u>

A. A walkthrough is a formative assessment process that focuses on one (1) but not more than two (2), of the following components which result in brief written notes or a summary:

1. Evidence of planning
2. Lesson delivery
3. Differentiation
4. Resources
5. Classroom environment
6. Student engagement
7. Assessment

B. The walkthrough shall be no longer than 15 consecutive minutes in duration.

C. The data gathered from the walkthrough shall be entered into OhioES.

D. A debrief of the walkthrough shall occur no later than five (5) workdays after the walkthrough. Staff members shall be given a copy of the walkthrough form at this time.

E. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

5. <u>High-Quality-Student-Data—(HQSD)</u>

A. A HQSD committee shall be created to perform the following:

1. Responsibilities
    a. To annually review all sources of HQSD
    b. To recommend to the evaluation committee HQSD sources to be used.
    c. To look for sources of HQSD
    d. The committee shall meet monthly.
2. Compensation and Make up
    a. Members/Experts of this committee must have one of the following to be a member of the committee
        1. National Board Certified
        2. Master Teacher Program
        3. Continually High Performing Teacher
        4. Lead Professional Educator License
        5. Senior Professional Educator License
        6. Master's Degree
        7. Other criteria as agreed upon by the evaluation committee
    b. Members must represent elementary, intermediate, middle school, high school, special/explo, career tech, special education, etc.

c. Members shall be paid a supplemental of two (2) % annually.
d. The MSEA President shall appoint up to four (4) teachers who meet the definition in 2 (a), above, the Superintendent shall appoint up to four (4) teachers who meet the definition in 2 (a) above.

B. Each evaluation shall contain two (2) measures of (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) or both source of HQSD if appropriate.

C. IF/when utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program on an annual basis.

D. HQSD shall NOT be aggregated to provide "shared attribution" among staff in a district, building, grade, content area, or other group.

E. All new vendor assessments shall be piloted for one (1) year prior to being used as a source of HQSD, subject to the following:
1. Participation in the pilot is voluntary
2. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot
3. Teachers participating in the pilot shall be provided Professional development.

F. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
1. Knowledge of the students to whom the teacher provides instruction
2. The teacher's use of differentiated instruction practices
3. Assessment of student learning
4. Use of assessment data
5. Professional responsibility and growth

G. No Evaluation Factor shall be impacted by student performance on a test or tests. The focus of the HQSD will measure growth for the year.

6. Professional Growth Plan (PGP) and Improvement Plans (IMP)

A. Staff members will develop either a Professional Growth Plan or an Improvement plan no later than September 30th or for new hires within 30 days of the start of the school year, or start of their employment if hired after the 1 st day of school. Plans shall be based on:

1. The results of last year's final holistic evaluation; and
2. Aligned to any existing school district or building improvement plan

B. Professional Growth Plans and Improvement plans must focus on growth of the staff member professionally. These plans should focus on how the staff members will grow professionally, they are not tied to student data.

C. Professional growth and improvement plans shall be developed based on the most recent Final Holistic Rating as follows:
   1. Staff with a Final Holistic Rating of Accomplished shall develop a self-directed professional growth plan.
   2. Staff with a Final Holistic rating of Skilled or Developing shall jointly develop a professional growth plan.
   3. Staff with a Final Holistic Rating of Ineffective will be place on an Improvement Plan developed by the assigned credentialed evaluator.
   4. If a staff member and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a mentor/coach or another mutually agreed upon staff member of the District to facilitate further discussion between the staff member and the evaluator toward development of the improvement plan.

D. The improvement plan shall include:
   1. Specific, measurable instructional practices to be observed;
   2. Specific, evidence-based resources, and assistance to be provided;
   3. Clearly articulated timelines for the completion of the plan; and
   4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan, and
   5. Shall utilize the form found in Appendix AA.

E. Professional growth and improvement plans shall be aligned to the staff member's evaluation and, if applicable, include one (1) component of the District or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965 as amended.

F. No Improvement Plan or Professional Growth Plan will have more than one (1) achievable goal per Evaluation Cycle.

G. All plans shall begin on September 30th and expire on May 10th of each school year.

H. Any evidence an educator presents for their Improvement Plan and/or Professional Growth Plan shall be aligned with the plan and

be accepted as evidence of growth and/or improvement, thus satisfying the plan.

7. Mentor Teacher for teacher on an Improvement Plan
   a. The District shall provide teachers on an improvement plan with a trained mentor teacher, per Appendix W, Educator Support Program
8. Finalization of Evaluation
   A. Written Report
      1. Before the evaluation cycle is final, and not later than May 10th, a hard copy of the evaluation report shall be given to the staff member, in OhioES and a conference shall be held between the staff member and the evaluator.
      2. The staff member shall have the right to make a written in the OhioES in the comments section, and to have it attached prior to it being placed in the staff member personnel file. A copy, signed by both parties, shall be provided to the staff member.
   B. Completion of Evaluation
      1. The final holistic evaluation rating shall be based upon preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observation that are conducted for the current school year may be used.
      2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the staff member evaluated as well as performance deficiencies if any.
      3. The evaluator shall document evidence of all information used to support the conclusions reached in the final holistic evaluation report.
      4. The evaluation shall be signed electronically in OhioES by the evaluator and the staff member to verify notification to the staff member that the evaluation is complete and shall be placed on file. The staff members signature shall not be construed as evidence that the staff member agrees with the contents of the evaluation report.
      5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10th.
      6. Any staff member who receives an evaluation of "skilled"

shall not be subject to another evaluation cycle until the second school year following the rating.

7. Any staff member who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating.
8. The Superintendent shall annually file a report to ODE
9. Staff members shall be given copies of all information and documents obtained through the evaluation process.

9. Ohio Evaluation Systems (OhioES)

A. The use of OhioES or any other staff member evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside the district.

V. Evaluation Committee

1. The MSEA and Board agree to a standing joint committee for the purposes of establishing and reviewing the policy, procedures, and processes, including the evaluation instrument for the evaluation of a staff members in the district and to regularly review the effectiveness of said factors for the evaluation of a staff member in the district.
    a. Membership-equal participation of administration and staff. There will be co-chairs- one selected by the Superintendent and one selected by the MSEA.
    b. MSEA members shall be paid a supplemental of Five percent (5%) annually.
2. The committee shall be comprised of six (6) MSEA members appointed by the association President and six (6) administrative members appointed by the Superintendent. In addition, each party may bring experts to present ideas to the committee to improve the evaluation process.
3. Committee members shall serve staggered terms of not more than three (3) years.
4. Committee members shall be representative of elementary, intermediate, Middle school, High School, special education and special teachers (art, music, PE).
5. The committee shall meet monthly to discuss any issues or concerns.
6. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

7. Any changes in the legal requirements concerning staff member evaluations shall immediately be looked at by the committee. Both parties agree to stay in compliance with any legal changes.
8. The committee shall be the final appeal for Professional Growth Plans and Improvement Plans.
9. The committee shall have final approval of the HQSD committee recommendations for data sources.

VI. Due Process, Personnel Action, General Provisions

A. Due Process

1. Staff members who disagree with the rating(s) of the observation, holistic rating, or the HQSD shall be allowed to request a different evaluator: and such request shall be honored by the district.
2. A staff member shall be entitled to association representation at any conference held during this procedure in which the staff member will be advised of an impending adverse personnel action.
3. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the holistic ratings, void and shall automatically require re-employment of the staff member under a continuing contract, if eligible, or an appropriate limited contract if the staff member is not eligible for a continuing contract. In the event the evaluation is not fully completed with the contractual time frame, the teacher shall retain the final holistic rating from the previous year for the upcoming year. If the employee is skipped a second consecutive year, they shall be assigned a rating of skilled. Additionally, the district shall fully reimburse the cost for the evaluatee for their next educator license renewal.
4. Any violation of either procedural or substantive due process shall automatically require re-employment of the staff member under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
5. If an employee believes the evaluator has violated the procedure established in this article or that the evaluator's judgement or conclusion is arbitrary, capricious, or unreasonable, the employee may file a grievance.
6. If an additional evaluation is needed or requested the focused evaluation form shall be used.

B. <u>Personnel Action</u>

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any staff member until six (6) evaluation cycles have been completed and include three (3) consecutive years of comparable data.

2. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment, or transfer of any teacher.
3. Until three (3) years of comparable data have been collected, HQSD, Professional Growth plans, or Improvement plans will not be considered in non-renewal decisions.

C. General Provisions

1. A written observation, pre/post conference, Final holistic rating, PGP, Improvement Plan, HQSD utilizing the appropriate negotiated forms in Ohio ES. will be made for each evaluation cycle.
2. No misleading, inaccurate, untimely, or undocumented information may become part of a staff member's evaluation. All results and conclusions of performance shall be documented and supported by evidence.
3. Staff members will be given an opportunity to correct deficiencies noted in the evaluation using the Improvement plan form in OhioES. The administration will provide assistance to staff members in planning efforts to correct noted deficiencies. This assistance is both in time, resources, and financially.
4. Monitoring or listening devices will not be used in the evaluation of staff members without their written consent.
5. A staff member may request a maximum of one (1) additional evaluation each year by administrative personnel other than his/her original evaluator. Administrators must to credentialed in evaluations as previously stated and hold an ODE administrators license. Such request shall be directed to the Human Resources director and shall include the reason for the request, the Human Resources director shall assign an evaluator. Such additional evaluations hall be held within ten (10) school days of the request. If request is not approved, written reasons shall be provided by the Human Resource Director to the staff member within five (5) school days of the request.
6. Evaluation forms shall be a part of this agreement, Appendix T, U, U2, V.
7. The above stated procedure shall supersede any and all evaluation requirements set out in ORC 3319.111 and 3319.112
8. The evaluation process shall be uniform throughout the district.
9. Evaluation data from a three (3) year comparable average shall be used to make employment decisions. If staff members change job assignments the data collection shall start over.
10. Staff members shall not be required to evaluate other staff members. Evaluations shall only be conducted by administrative personnel certified in one or more or the following area: principal, supervisor, superintendent, assistant superintendent, educational administrative specialists, who are

employees of the Mansfield City Schools. The Career Technical Director/Vocational Director shall be limited to evaluating Career Tech/vocational personnel only. The district agrees not to use third party evaluators for evaluating Mansfield City School employees.

11. Staff members will have the ability to demonstrate evidence, show a portfolio, present a notebook, and bring data to any conference meeting concerning their evaluation. This evidence shall be used by the administrator in the calculation of the observation or evaluation cycle.
12. The following are agreed to:
    i. HQSD shall not start until the 2022-23 school year.

VII. Ohio School Counselor Evaluation System OSCES

1. All procedural safeguards provided to Staff members under article IV, section 401 of this agreement shall be afforded to school counselors.
2. Pursuant to ORC 3319.113, all school counselors shall be evaluated under the OSCES system.
3. All observations shall be completed using the Ohio Department of Education rubric evaluation forms.
4. The Board shall not conduct an evaluation for any school counselor on leave for 50% or more of the school year.

Attached Appendix X for forms: School Counselor Rubric, School Counselor Professional Growth Plan, Improvement Plan, Final Summative Rating of School Counselor, Form to Demonstrate Student Outcome Using Student Metric, Informal Observational Open-ended form, Pre & Post Observation Questions, and all applicable school counselor forms from ODE.

402 TRANSFERS

A. Emergency Transfers

1. Emergency transfer rights shall be provided to staff members whose positions are eliminated or substantially altered by building closure or grade relocation. Emergency transfers will be processed according to the provisions of Section 402 A of this Agreement only, and shall become effective at the beginning of the next school year.
2. Procedure for Emergency Transfer/Surplusing

a. Staff members who are subject to this policy shall receive written notification at the earliest possible time.

b. A job-opening list shall be provided to each involved staff member along with the aforementioned notification. The job-opening list shall contain a job description for each position. The number of positions on the list must be at least equal to the number of affected staff members.

c. An administrative committee consisting of no more than five (5) administrators to be named by the Superintendent or his/her designee shall be convened at the earliest possible time, but in no case, sooner than seven (7) calendar days after all affected staff members have been notified. Staff members will be called before the aforementioned committee to select an opening from the job-opening list for which he/she is qualified. Involved staff members will be called before the committee according to their length of continuous service (longest continuous service first) in the Mansfield City Schools, and shall be granted the position he/she selects if he/she meets or exceeds the job description and if the position has not been filled by a previous emergency transfer. The staff member will be granted additional selections should the initial selection not be open to the staff member. The MSEA President or his/her designee shall be permitted to observe all committee meetings with staff. The involved staff member may be accompanied by a representative of his/her choice.

d. If the above process results in staff members who do not qualify for the remaining positions on the job opening list, such members shall be processed under the provisions of Section 402 C of this Agreement. No staff member shall become unemployed due to building closure, grade relocation, or the implementation of this procedure.

e. The emergency transfer process shall be completed by May 31 of the calendar year in which transfers are to be effective.

3. The administration shall prepare the job openings list which shall include the following information for each position: (1) name of

building; (2) grade level and/or subject area; (3) a job description; (4) certification required. Once the job-opening list has been established, it shall not be changed and its provisions shall be applied uniformly and objectively to all affected staff members.

4. The administration, in accordance with the provisions of this section, shall determine (1) which positions are subject to this emergency transfer procedure, (2) the job description for each open position, and (3) whether the staff member meets the minimum qualifications for an opening. These determinations shall not be subject to the grievance procedure contained in this Agreement; however, it is understood that any affected staff member whose qualifications meet or exceed the job description shall be considered fully qualified for the position.

5. The MSEA shall be entitled to receive the following documents: (1) list of affected staff members; (2) the length of continuous service for each affected staff member; and (3) the job opening list that is to be sent to affected staff members. The aforementioned documents shall be provided to the MSEA President at the same time the job-opening list is provided to affected staff members.
   The MSEA President may request a meeting with the Superintendent or his/her designee regarding the aforementioned documents. Said meeting shall occur within two (2) days of the request.
6. Staff members subject to this procedure will be notified in advance of their scheduled meeting with the administrative committee. This notification will provide sufficient time for the staff member to arrange his/her schedule and responsibilities in order to be present at the meeting. Advance notification of less than twenty-four hours will require the consent of the staff member. The notification shall include the date, time and place of the meeting. Except in extreme emergencies, staff members will be expected to keep their scheduled meeting appointment. In such emergencies, the staff member and the administrative committee will arrange an alternate meeting as soon as possible in order to ensure that the staff member retains his/her appropriate place in the selection order.
7. All emergency transfers shall be implemented prior to any implementation of voluntary or unrelated involuntary transfers.

8. Prior to implementing this section, the Superintendent shall meet with the MSEA President to discuss such implementation. If modifications to this section are agreed to, such modifications shall be approved by the Board and MSEA membership prior to implementation.

B. Voluntary Transfers

1. Letter of Intent forms will be distributed to all staff members by February 1st each year, Such forms shall be completed and returned to the Executive Director of Human Resources by March 1st. The form will provide a place for the staff member to request a voluntary transfer. If a specific voluntary transfer is requested, the staff member will be notified when a vacancy occurs that meets that request. See Appendix L.

2. Staff members applying for vacant positions will be given the opportunity to meet with the principal or immediate supervisor of the building where the vacancy exists.

3. Staff members requesting a change of assignment within their present building must provide written notification to their principal. Such changes will be given preference over other voluntary transfer requests.

4. The final decision on transfers will be made by the Superintendent or his/her designee.

C. Involuntary Transfers

1 In order to promote the best possible educational program for the children of this district, some involuntary transfers may be necessary. If the Superintendent or his/her designees directs an involuntary transfer in the building, subject, and/or grade level, notification thereof shall be given to the involved staff member. Within three (3) days of such notification, the staff member may request a meeting with the Superintendent of his/her designee. No involuntary transfers shall be effective sooner than five (5) days following the notification or three (3) days following the meeting, whichever is later.

2 No staff member shall be involuntarily transferred without just cause.

3 Any staff member has the option of resigning in lieu of accepting an involuntary transfer. This option will not apply to staff members returning from sabbatical leave under Section 706 of this Agreement.

4. If the staff member requests a meeting with the Superintendent or his/her designee, he/she will be provided written reasons for the transfer at that meeting. The staff member may, at his/her option, have a representative of his/her choosing present at the meeting.

5. The Board shall transport supplies and materials for a member of the bargaining unit who has been involuntarily transferred.

403 TERMINATION

A. Termination shall mean the unilateral cessation of an existing contract for good and just cause as defined in ORC 3319.16.

B. To ensure that the professional and legal rights of a staff member employed by the Board are protected, when termination of contract action is being considered, the following procedure shall be followed:

1. The contract of a staff member may not be terminated except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause.
2. Before terminating any contract, the Board shall furnish the staff member a written notice signed by the Treasurer of its intention to consider the termination of his/her contract with full specification of the grounds for consideration.

3. The Board shall not proceed with formal action to terminate the contract until after the tenth day after receipt of such notice by the staff member.

4. Within ten (10) days after receipt of notice from the Treasurer of the Board, the staff member may file with the Treasurer written

demand for a hearing before the Board or before a referee, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written demand, and the Treasurer shall give the staff member at least twenty (20) days' notice in writing of the time and place of such meeting.

5. If a referee is demanded by either the staff member or the Board, the Treasurer shall also give twenty (20) days' notice to the State Superintendent of Public Instruction.

6. No hearing shall be held during the summer vacation without the staff member's consent.

7. The hearing shall be private unless the staff member requests a public hearing.

8. The hearing shall be conducted by a referee appointed pursuant to Section 3319.161 of the Ohio Revised Code if demanded; otherwise, it shall be conducted by a majority of the members of the Board and shall be confined to the grounds given for termination.

9. The Board shall provide for a complete stenographic record of the proceedings with a copy of the record to be furnished to the staff member.

10. The Board may suspend a staff member pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants action.

11. Both parties may be present at such hearing, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to be issued by the Treasurer of the Board.

12. In case of the failure of any person to comply with a subpoena, a Common Pleas Judge of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt.

13. Any member of the Board or referee may administer oaths to witnesses.

14. After a hearing by a referee, the referee shall file his report within ten (10) days after the termination of the hearing.

15. After a hearing by the Board, the Board by a majority vote may enter its determination upon its minutes.

16. After consideration of the referee's report, the Board by a majority vote may accept or reject the referee's recommendation on the termination of the staff member's contract and shall enter its determination upon its minutes.

17. Any order of termination of a contract shall state the grounds for the termination.

18. If the decision, after hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from the minutes, and if the staff member has suffered any loss of salary by reason of being suspended, he/she shall be paid his/her full salary for the period of suspension.

19. Any staff member affected by an order of termination of contract may appeal to the Courts of Common Pleas, Richland County, within thirty (30) days after receipt of notice of the entry of the order.

404 NON-RENEWAL

A. Non-renewal shall mean non-reemployment, cessation of service upon expiration of an existing limited contract.

B. To ensure that the professional and legal rights of the staff member employed by the Board are protected when non-renewal of a limited contract is being considered, the following procedures shall be followed:

1. The principal or immediate supervisor of the staff member in question will have conferred with said staff member prior to

recommending that he/she be non-renewed. Upon request by the staff member, reasons for recommending non-renewal shall be stated in writing and given to the staff member within three (3) mutual working days of the conference. Such conference shall be held prior to official Board action. If the staff member is absent each of the three (3) days, the time for delivery of reasons will begin when the staff member returns to work.

2. If action to non-renew a staff member's contract is initiated by a body or administrator other than the staff member's principal or immediate supervisor, the body or administrator initiating the action, together with the principal or immediate supervisor, shall meet with the staff member in question. Upon request by the staff member, reasons for recommending non-renewal shall be stated in writing and given to the staff member within three (3) days of the conference. Such conference shall be held prior to official Board action. If the staff member is absent each of the three (3) days, the time for delivery of reasons will begin when the staff member returns to work.

3. Conferences called for in Section 404 B (1 and 2) will be held no later than April 15 in each year and at least five (5) days prior to official Board action.

4. In all cases where non-renewal of a contract is being considered, the staff member in question must have had at least three (3) evaluations at least thirty (30) calendar days apart. Each evaluation shall be preceded by at least one observation of at least thirty (30) minutes in length. The evaluations shall be completed before April 1, during the school year in which the non-renewal is to take place.

5. If just cause for non-renewal of a contract has not been established, the staff member(s) shall have the right to expect that the appropriate contract will be granted. The question of whether just cause has been established shall not be processed or answered in the grievance procedure.

6. The above stated procedure supersedes the procedure set out in ORC 3319.11.

405 REDUCTION IN FORCE

A. A reasonable reduction of staff members may be made by suspending staff members' contracts in the event that a reduction becomes necessary as a result of a substantially decreased enrollment or pupils over a reasonable period of time, return to duty of regular staff members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons. This reduction will be in accordance with the provisions of this article. The RIF procedure, but not the reasons for RIF, shall be grievable.

B. The procedures to be applied for a reduction in force are as follows:

1. Implementation of a RIF program shall be effective as of August 1.
2. On or before April 1, preceding the date of implementation, the MSEA President shall be notified of the Board's intent to consider a RIF program.
3. A meeting shall be held between representatives of the MSEA and the Board to review appropriate data indicating a need for a reduction in staff. This meeting shall be held within fifteen (15) days of notice to the MSEA President as provided for in paragraph 2 above.
4. A formalized list shall be prepared indicating the specific positions to be suspended. This statement shall be prepared prior to the first of May during the calendar year in which implementation is to occur. The MSEA President shall receive a copy of said list.
5. A reduction in force will be accomplished by applying the following steps:

    a. Any reduction in staff shall be first covered through normal attrition.

    b. If further reductions are necessary, the Superintendent shall make recommendations to the Board of Education for the suspension of teacher contracts in the positions identified in

B.4 above based upon the staff members' evaluation ratings as follows:

Members who are rated Ineffective according to article 401 shall have their contracts suspended first. Among those rated Ineffective, preference will be given to those members on a continuing contract according to their seniority (article 407). If further suspension of contracts is necessary, then members who are rated Developing, Skilled, and Accomplished shall be deemed "Comparable" and preference shall be given to those members on continuing contracts according to their seniority (article 407) and then to those members on limited contracts according to seniority.

c. The staff member(s) are identified through the procedure in 405 (b) are the staff member(s) whose contracts are to be suspended unless it is possible for the identified staff member(s) to bump a staff member(s) in another area for which the bumping staff member(s) is properly certificated and the member being bumped has: a comparable evaluation and less seniority.

6. System-wide seniority as defined under Article IV, Section 407.

7. A staff member(s) whose contract(s) is suspended as a result of a RIF program shall be given written notification by registered mail or personal service with a signed certificate of service. This notification shall occur prior to May 1 of the year that the RIF program is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said staff member(s).

8. Contract suspensions will be effective on August 1 of the year of implementation of a RIF program.

9. Reemployment of staff members whose contracts were suspended by the RIF program:

a. Staff member(s) whose contract is suspended shall be placed on a recall list stating the most recent comparable summative evaluation rating, the type of contract he/she holds (continuing or limited), years of continuous service to the district and subject(s) certified to teach.

b. A staff member on the recall list shall be offered a contract, for a position for which he/she is certificated (or can indicate official certifiability), as set forth on said recall list, as positions become available and in reverse order of the prescribed layoff procedure. Those with higher comparable evaluations (Accomplished, Skilled, and Developing) shall be recalled first. If the evaluation ratings of more than one member are comparable, preference shall be given to members who were on continuing contracts beginning with the most senior and then those who were on limited contracts beginning with the most senior.

It is the responsibility of the involved staff member(s) to advise the Board of the address where they can be reached.

c. A staff member who is offered a contract under the provisions of this agreement must respond within ten (10) business days of postmark of said offer. During summer months (outside the student school year) a copy of the offer shall be sent by certified mail to the MSEA President, 1st Vice President, and 2nd Vice President within 24 hours of being postmarked and during the school year the notices shall be hand-delivered to these MSEA officers at their work location 48 hours after the offer has been postmarked. If a staff member does not accept a contract or fails to respond in the time stated, the staff member will be reduced to least senior for that area of certification. If the offer of a contract is returned unopened, that staff member will retain his/her seniority position and will be offered the next available opening for which he/she is properly certificated.

d. Transfers of staff members employed but not affected by the RIF program shall be limited to positions not affected by said program. If a position(s) initially suspended is

reinstated or if a new position(s) is established, this position(s) will be offered first to staff member(s) who are properly certificated and whose name(s) appear on the recall list (as developed in Section 5 a). Transfers may be made to a position affected by the RIF program after the position(s) have been offered to all properly certificated staff members on said recall list.

e. No staff member new to the bargaining unit will be employed until all properly certificated staff members on the recall list have been offered a contract for the position in accordance with the provisions of this Agreement.

f. Upon reemployment all rights related to salary, fringe benefits, and seniority shall be fully restored.

g. Recall rights shall remain in effect for twenty-four (24) months from the effective date of the suspension.

10. Staff members suspended as a result of the RIF program will be given preferential consideration as substitute teachers.

11. Suspended staff members shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not exceeding two (2) years.

12. If the contract of an individual is involuntarily reduced, the individual shall be given the option of accepting the reduced contract or accepting a voluntary layoff and being placed on the RIF recall list. Should the individual accept a voluntary layoff, the district administration, when contacted by the Ohio Bureau of Employment Services, shall inform the Bureau that the individual accepted a voluntary layoff.

13. If employees are laid off (RIF) the MSEA or the Board can request a meeting to develop a mutually agreed upon plan for expediting the recall process. This shall be dealt with on a case by case basis and not permanently modify any language set in article 405.

406 VACANCIES

A. Posting of Vacancies

1. All vacancies which shall be defined as a position previously held by a staff member or employee of the Board who has resigned, retired, died or has been terminated for cause, or any newly created position requiring a certificate, regardless of position, time of year, or whether the opening implies a promotion, shall be posted on at least one bulletin board in every building. The Board reserves the right to determine whether a vacancy shall be

2. The MSEA President shall receive all notices of vacancies at the time of posting or notification.

3. All vacancy notices shall be dated and posted on the District website and on the Central Office bulletin board and e-mailed to all staff members' district accounts.

4. No position will be filled prior to five (5) days from the date the vacancy notice was posted. Applications must be submitted within this five (5) day period by staff members.

B. All vacancy notices shall clearly set forth reference to the job description, salary, and procedures for application.

C. Any staff member who holds the specific certification or who will have the specified certification prior to the effective date of the opening, may apply for an open position and shall be granted an interview. No vacancy shall be filled by appointment or transfer prior to posting.

D. If four or more current staff members apply for and meet the job description for a bargaining unit position, then one of those staff members shall be offered the vacancy.

1. A vacancy created by implementing 406 D shall not require a further implementation of 406 D from the first day of school through April 30.

2. Any and all vacancies that occur from May 1 through the first day of school shall require the implementation of 406 D.

E. If fewer than four apply for a vacancy, the above provision would in no way prohibit the Board from transferring a current staff member to the vacancy, nor does it relieve the Board of following all other provisions of Section 406.

407 SENIORITY

A. Seniority Defined

1. Seniority shall mean the length of continuous employment with the Mansfield City Schools in a bargaining unit position as follows.

2. Seniority shall accrue for all time a staff member is on active pay status or is receiving Workers' Compensation benefits or has their contract suspended while on layoff status, as per Section 405, Reduction in Staff, of this Agreement.

3. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time staff members shall accrue one (1) year of seniority for each year employed as determined by the minimal full-time standard as defined by this Agreement,

5. Part-time members shall accrue seniority prorated against the minimal full-time standard as defined by this Agreement.

6. No staff member shall accrue more than one (1) year of seniority in any one (1) work year.

7. A staff member teaching under temporary certification and rehired for a succeeding year shall maintain seniority rights for all years of teaching in the district under the temporary certificate,

8. Any staff member who has his/her contract involuntarily reduced will continue to accrue at the previous rate of seniority. Voluntary acceptance of a reduced contract will result in a reduced accrual rate of seniority.

B. Equal Seniority

A tie in seniority shall occur when two (2) or more staff members in the same classification or area of certification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior staff member.

1. The staff member with the first day worked for the Board on the regular school calendar, if determinable; then

2. The staff member with the earliest date of hire by the Board; then

3. The staff member whose most recent application was filed earliest, if applications are available; then

4. By lottery, the staff member whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated MSEA representatives.

C. Superseniority

For layoff purposes only, staff members employed under a continuing contract shall have greater seniority than staff members employed under a limited contract.

D. Loss of Seniority

Seniority shall be lost when a staff member retires or resigns; is terminated; is non-renewed (except as provided in A 7 of this article) or is otherwise removed from the recall list as stated in Section 405.

E. Posting of Seniority List

The seniority list shall be posted annually by December 1 of each year. The Board shall prepare and post on the designated bulletin board a seniority list indicating area(s) of certification, the date of Board hire, and the contract status of each staff member. Each building association representative shall be given a copy of the seniority list to place in the teacher's lounge. Such list shall be provided to the MSEA President at least five (5) days before the date of posting each school year.

1 The names of staff members on the seniority list shall appear in seniority rank order. The name of the most senior staff member shall appear at the top of the listing and the name of the least senior staff member shall appear at the bottom of the listing.

2 The names of all part-time staff members shall appear on the seniority lists but shall be listed separately from the names of fulltime staff members.

F. Correction of Inaccuracies

Each staff member shall have a period of twenty (20) days after the posting of the seniority lists in which to advise the Board or its agent(s) and the MSEA, in writing, of any inaccuracies which affect the staff member's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after twenty (20) days of the posting of the seniority lists and the lists shall be considered as final under the next posting, for the purpose of protesting inaccuracies,

ARTICLE V TEACHING CONDITIONS

501 PREPARATION TIME

Teachers shall be released from all student responsibility while their classes are being conducted by special staff members in music, art, and physical education, Non-pupil contact time during the school day will be used by the staff member in a manner which most effectively enables him/her to perform his/her professional duties. Staff members may leave the building during non-pupil contact time (preparation time) for reasons related to their teaching assignment. Staff members shall provide verbal notice to the building office prior to leaving the building. All staff members shall have non-pupil contact time each day exclusive of the required lunch period in an amount which shall be 40 consecutive, uninterrupted minutes each day. Each staff member shall have a minimum of five (5) hours non-pupil contact time per week, of which a minimum of 3 HOURS AND 20 MINUTES of the non-pupil contact time shall be within the student day each week of the school year. Mandatory meetings shall be limited to two mornings per five-day work week. On weeks having four or fewer work days, no more than one mandatory meeting shall occur before school.

502 CALENDAR

A. On or before November 1 of each school year, a Calendar Committee shall be established for the purpose of developing calendar recommendations. On or before January 15 of each school year, the Calendar Committee shall have developed three (3) calendar recommendations. Upon completion of the Calendar Committee's recommendations, the calendar recommendations shall be submitted to all staff members represented by the bargaining unit for a ballot vote on their individual choice. The calendar that receives a majority vote from the staff members represented by the bargaining unit shall be recommended to the Board for adoption. If none of the three recommendations receives a majority vote, the recommendations receiving the most votes and the second most votes shall be submitted to the staff for a second ballot vote. If there is a tie vote on the second ballot, the winning recommendation shall be decided by lot. The recommendation must be sent to the Board of Education by February 1 of each year. If the Board rejects the recommendations, the matter will be referred back to the Calendar Committee. The Committee shall have ten (10) working days to consider the matter and to submit further recommendations upon which the Board shall take action. This shall end the duties of the Calendar Committee. The deadlines contained herein shall be extended upon mutual agreement of the MSEA and the Board.

B. Staff member representation on the Calendar Committee shall be six (6) staff members appointed by the MSEA Committee. The total membership of the Committee shall not exceed twelve (12) persons exclusive of the committee chairperson.

C. The chairperson of the Calendar Committee shall be chosen by the Board.

D. Meetings shall be held at times other than the school day.

E. The School Calendar Committee shall meet by November 1 and their recommendations shall be submitted to the Board by February 1.

F. The calendar will not exceed one hundred eighty-four (184) days which shall be the staff member contract year. Said calendar shall include one hundred seventy-four (174) days with students in attendance, three (3) (MSEA) in-service days, one classroom preparation/building in-service day, and one records day (end of second semester). The classroom preparation/building in-service day shall be scheduled at the start of the

school year. The two compensatory days for parent teacher conferences shall be scheduled by the Calendar Committee. One in-service day will be scheduled at the discretion of the Superintendent/designee, and the other three (3) in-service will be scheduled at the discretion of the MSEA. One shall be scheduled the last Monday in September, one shall be scheduled the first day of the second semester, and one shall be scheduled the last Monday in April. The agenda for all three (3) in-service day will be planned and staffed by the MSEA, and the agenda for the other in-service day will be planned and staffed by the Superintendent/designee. There shall be up to three (3) Professional Development days scheduled and staffed by the district administration.

G. Calendars shall be established in one-year segments and shall be established for two school years at a time, following the format outlined in A & F in article 502. Then every school year that ends with an even number (0, 2, 4, 6, or 8) the committee will meet and develop calendars for two additional years. If the state imposes any mandates that conflict with the adopted calendar, the committee shall meet and make necessary adjustments.

H. The maximum school day shall not exceed seven and one-half (7 1/2) hours. All make-up calamity days, if needed, shall be made up at the end of the school year. After seven (7) calamity days have been declared by the district, beginning with calamity day eight (8) the Superintendent/designee shall declare remote learning days in lieu of additional calamity days. Students shall meet the state required student instructional hours

i. Staff shall not be required to report during any of days the district has declared as a calamity day.

ii. On a delay start of the school day staff will adjust their report time by the same amount as the delay. iii. If make-up days are scheduled, final student grades shall be due on the last teacher work day.

iii. If make-up days are scheduled, final student grades shall be due on the last teacher work day.

iv. Staff shall keep all required devices, accessories, and needed materials necessary for remote learning with them after the 7th calamity days has been declared and the Superintendent has provided advance notice of a potential closure/calamity day.

v. Additional make-up days, if needed, shall be scheduled at the end of the school year. State required student instructional hours shall

be met by the district, school, grade (455 hours for Preschool, 910 hours for full day Kindergarten through Grade 6 students, 1001 hour for students in grades 7-12, and 910 hours for students in the Tyger Digital Academy).

503 INSTRUCTIONAL MATERIALS AND SUPPLIES

Each and every bargaining unit member shall be allotted $175 per school year to purchase supplies. Funds shall be available annually on September 1st for every bargaining unit member to make their purchases. All purchases shall be on a District purchase order. This is not a reimbursement, but funds shall be made available to every bargaining unit member.

504 LUNCH PERIOD

All staff members shall have an uninterrupted, duty-free thirty (30) minute lunch period without supervisory responsibilities. Staff members may leave the building during their duty-free lunch period.

505 PARENT COMPLAINT PROCEDURE

A. All parent complaints against staff members should be resolved by personal conferences at the school level. Such conferences should involve those directly concerned with the complaint.

B. Attempts to resolve parent complaints should begin at the lowest level as soon as possible; complaints should follow a process of staff member to principal to Superintendent, or his/her designee, to the Board. Complaints received at higher levels shall be routed to the lowest appropriate level for resolution.

C. Parent complaints will not be placed in the personnel file system, unless they are signed by the complaining parent. If a complaint is filed in the staff member's personnel file, a report will be written by each administrator hearing the complaint. Parental complaints shall not be raised in the evaluation procedure unless the complaint(s) have been brought to the attention of the staff member during the time period covered by an evaluation. The staff member will have the right to respond and said response shall be attached to the written reports. A copy of all documents will be given to the staff member when filed.

D. The primary focus of all administrators and staff members in this regard will be on the prompt and equitable resolution of the complaint.

506 STAFF MEMBER ASSAULT

A. Upon notice to the building principal that an assault upon a staff member has been committed, any staff member having information relating to said assault shall, as soon as possible, prepare a written statement embracing all facts within the staff member's knowledge regarding said assault, sign said statement, and present it to the building principal.

B. Within a reasonable time thereafter, while the principal is investigating the claim of the alleged assault, the involved student(s) will be removed from all school classrooms, halls, the cafeteria, and school or school-related activities. If the principal determines that the student(s) did commit the alleged assault, he/she shall be suspended for a period not to exceed ten (10) school days, pending an expulsion study. The Board and administration shall comply with all state laws regarding suspension and expulsion of student(s) who have committed an assault.

C. When the student(s) returns to school after a suspension or expulsion, the assaulted staff member may request that the involved student be reassigned to another classroom. The administration shall make every reasonable attempt to make such reassignment.

507 BEHAVIOR INTERVENTION TEAMS (Student Discipline)

A. In each building an Intervention Team will be established.

B. A Behavior Intervention Team may be established at the request of staff to take recommendations on appropriate student discipline.

1. The team will include a building administrator, a guidance counselor and teachers elected by the building's instructional staff. The committee shall not exceed six (6) members excluding the teacher making the disciplinary referral who will be an ad hoc member of the team.

2. Members of the committee shall be provided with training opportunities that are eligible for continuing education units. The

committee may identify and recommend necessary training opportunities for the building staff.

3. The Behavior Intervention Team will, in each building, decide on procedures for notifying the referring teacher on the disposition of the referral.

4. Should a Behavior Intervention Team believe that the building principal or assistant principal has not accepted the team's recommendation, the team may request a discussion with the superintendent/designee.

508 STAFF MEMBER LOUNGE FACILITIES

The Board agrees to upgrade and improve faculty lounge facilities throughout the district in relation to the school system's ability to finance these improvements. The District shall be responsible for having a working refrigerator in every lounge, with a maximum of three per building.

509 PROFESSIONAL WORK CENTER

A professional work center shall be maintained in an accessible area in each instructional building. Such facilities shall be for the use of the staff members in preparation of classroom materials, teaching aids, and communications to parents and guardians. Such work centers shall include maintained office equipment and adequate supplies. In a private area of each instructional building, there shall be a telephone primarily for the use of the staff members.

510 PARENT/STAFF MEMBER CONFERENCE

A. Two evenings per semester for all grade levels shall be designated as parent-student-staff member conference days. Such parent-student-staff member conferences shall be scheduled for three and one-half (3 1/2) hours on two evenings. One compensatory day shall be scheduled for each semester. There shall be an early release of students on the first scheduled parent-student-staff conference day of each semester. No conferences shall be scheduled earlier than one hour after the release of students on the second scheduled parent-student-staff conference of each semester.

B. One compensatory day shall be scheduled for each semester. The Calendar Committee shall determine when the staff shall have days off due to the parent-student-teacher conference schedule.

511 NON-TEACHING DUTIES

To the extent possible staff members shall be relieved of non-teaching duties by the use of aides and volunteers. These non-teaching duties include lunchroom supervision, noon hour supervision, hallway supervision, recess supervision, supervision of children waiting for transportation and study hall duty.

Each elementary school will have a schedule/duty committee that shall make recommendations to the principal concerning duty and preparations schedules by June 1st.

512 TRANSPORTATION OF STUDENTS

A staff member shall not be required nor shall they transport students for any purpose.

513 ACADEMIC FREEDOM

The staff member has the right to perform his/her professional responsibilities in the classroom in any way he/she believes will best encourage a broad and complete understanding by students of education subject matter. Such right shall be exercised within the bounds of professional responsibility and the Board adopted educational philosophy and curricula.

514. CLASS SIZE

A. The Board recognizes the class-size limits for the district:

1) Split-grade classes in the elementary (kindergarten through grade 6) for the purpose of relieving pupil overload shall be discouraged. If established, such classes should not exceed twenty-five 25 students.

2) Based on the October enrollment report, if the ratio of building certified staff (excluding special education, art, music, and physical education) to students exceeds one (1) to twenty-three (23), a paraprofessional shall be assigned to that building for that school year,

3) Special education classes shall be limited to the number allowed under the state standards. This includes classes which serve children with physical, mental, and emotional problems that require specialized classroom experience.

4) Special subject areas at all the secondary levels (7-12) such as laboratory classes, vocational classes, computer labs, career tech, art, and language laboratories shall be limited to the number of available student learning stations.

5) Performing music and physical education classes will be excluded from the above class size cap.

6) Decisions regarding intra-district open enrollment will be made after the first two weeks of school. Upon request, the administration shall review intra-district open enrollment cases with the MSEA President.

B. To compensate employees for larger class size, the following standards shall be implemented:
   1. For all regular K-6th grade classroom teachers that have 25 students or more, the Board shall pay $200 per student per nine-weeks for student number 26 and higher. This shall be calculated on the using the number of students' grades turned in each nine weeks.
   2. For all regular 7th - 12th grade classroom teachers that have 25 students or more, the Board shall pay $35 per student per period per nine-weeks for students' number 26 and higher. This shall be calculated on the using the number of students' grades turned in each nine weeks.

C. The Teacher shall be responsible for completing the form (created by the Treasurer's office, reviewed by the MSEA) and turning the form into the building principal/administrator who shall verify the request then forward, within seven (7) days, to the Treasurer's office for payment. All forms shall be turned into the building principal/administrator within seven (7) calendar days of the last day of each of the four (4) nine weeks. Payment shall be made within 30 days of the Treasurer's office receiving the form.

515. HEALTH AND SAFETY

A. Maintenance of Health and Safety

The employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. The employer's Occupational Safety and Health program shall comply with the requirements of ORC 4167.

1. When the environmental conditions in an area of a building are, in the employee's judgment detrimental to the educational process, to the health and safety of students, or to the health and safety of the employees, the employee may notify the building administrator. Such notice shall be in writing.
   a. Upon notification, the building administrator will attempt to identify the cause of the condition and identify options to remedy the situation. The building administrator will keep the employee informed of his/her efforts to correct the situation.

2. If the condition is not addressed within five (5) workdays, the employee may notify the Director of Operations of the situation. Such notice shall be in writing. Within five (5) work days of receipt, the Director of Operations will meet with the employee to discuss the conditions, actions taken and/or to be taken to identify the nature and cause of the problem and, if known at the time, the steps taken and/or to be taken to address the condition(s). Information as to projected timelines for action(s) will be shared, if available. The Director of Operations will keep the employee informed of his/her efforts to correct the situation.

   a. It is understood that the ability to identify the cause of an environmental condition and the effort and amount of time necessary to correct the condition may delay repairs, however, if such is true the employee will be notified in a timely manner and will be kept informed of efforts to correct the situation.

3. If an employee is not satisfied with the steps taken to identify and/or address the condition, he/she may request and will be granted a meeting with the Director of Operations and the Superintendent and a board member.

B. First Aid

The employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. The first aid kit will include an adequate supply of disposable rubber gloves and CPR masks.

C. Drug Free Workplace Committee

The purpose of the Drug Free Workplace Committee is limited to the development of proposals for a drug free workplace pursuant to the Drug Free Workplace Act.

The Committee shall have no authority to revise, delete, add, or modify any article or section of the negotiated agreement. Rather, the Committee shall submit its recommendations to the MSEA and the Board pursuant to Article 1 of the Agreement.

The Board and MSEA shall follow the ratification procedures in Article 1.

The Committee shall consist of five members of the MSEA appointed by the president and five representatives appointed by the superintendent. Up to three consultants may be used by each side at each meeting.

The Committee shall seek the advice of education, health care, and social service professionals in the development of the proposals.

516. STAFF ATTENDANCE AT OPEN HOUSE

A. Staff shall attend open house in their respective building. All staff members who attend open house shall work one-half (1/2) day on the members' last scheduled workday of the year and shall receive one-half (1/2) day release time on such day.

B. If an emergency should occur and staff are unable to attend, the staff member must contact his/her building principal.

C. Staff will be notified of the date of open house during the month of May.

517. EMPLOYEE DISCIPLINE

A. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature with respect to the same infraction, in accordance with the procedure set forth below.

B. Progressive Procedural Order

1. Informal/verbal
2. Written Reprimand
3. One-day Suspension without pay (by Superintendent or designee)
4. Three-day Suspension without pay (by Superintendent or designee)
5. Five-day Suspension without pay (by Superintendent or designee)
6. Termination in accordance with ORC 3319.16.

C. Any written record of disciplinary action will be kept in the employee's active personnel file in accordance with 306 (G) Personnel Files.

D. No employee shall be subject to discipline except for just cause, commencing with Level 2 (Written Reprimand) in the above procedure.

E. Excluding informal/verbal reprimands, disciplinary action shall be subject to the grievance procedure.

518 NEW FACILITIES

As new buildings are opened and staff is reassigned to new worksites, the following provisions shall apply:

1. staff will be responsible for packing and unpacking their items to be moved;
2. moving of all school-owned items will be the responsibility of the persons outside the teacher bargaining unit;
3. the Board will supply packing materials;
4. time will be allocated to allow staff to pack, unpack and organize classroom/worksite.

The implementation of these and other issues which may arise during the course of these building changes will be referred to and resolved through labor management meetings.

519 Staff Dress Code

1. The association recognizes the necessity of establishing a standard of dress for the students, and encourages the bargaining unit members to dress in a professional manner to present a good image to the students.
2. Exceptions shall be made for activities which require a more casual dress.
3. When principals monitor their building staff in regard to the standard of dress, the OVERALL appearance of the employee shall be taken into consideration, not specific items of dress.
4. Within the limitations established by the conditions of the provision, the standard of dress shall be determined through the judgment of the bargaining unit member, subject to review by the principal.

520 Lesson Plans

Lesson plans will be provided to the building principal on the first day of the workweek. Teachers' lesson plans shall be available for substitutes in their classrooms.

521 Travel Time

When a staff member is required to travel between multiple buildings during the same work day, they shall be given thirty (30) minutes for travel time if the distance between the buildings is three (3) miles or less or forty-five (45) minutes for travel time if the distance between the buildings is more than three (3) miles shall not count as part of their lunch period (Article 504) or prep time (Article 501).

522 Online Teaching Conditions TDA

A. Teachers shall be able to work from home with prior approval from the Superintendent/designee, including meeting all job requirements and pre-approval of appropriate home office space.
B. An online (electronic) curriculum shall be available, that has been approved by the curriculum committee.

C. Online teachers shall be able to use their money in article 503 to purchase virtual resources, (such as teachers pay teachers, boom, etc.) through the districts requisition process
D. Staff will be given all necessary equipment to use, laptop, monitors, document camera, etc.
E. Online teacher of students in grades 9-12 may request approval from the Superintendent/designee/ or Director of the Tyger Digital Academy for "flex" time to meet the needs of their students.
F. If any other concerns arise, the MSEA and district shall meet and work toward a resolution.

523 Remote Learning Procedure

A. The following shall be implemented if the district decides to implement remote learning, this is not applicable for calamity days remote learning.

1. Two (2) days lead time, with students present the 1st day, and staff work day for preparation on day two (2).
2. If the district implements remote learning it shall be for a minimum of 5 school days.
3. All staff affected by this implementation shall be able to work from home if district implements remote learning.
4. This process shall apply to classroom, grade levels, grade bands, buildings, and district implementation of remote learning.
5. If any other concerns arise, the MSEA and district shall meet and work toward a resolution.

ARTICLE VI SALARY AND FRINGE BENEFITS

601 Salary

Signing Bonus-

Bargaining unit members (non-sub, non-supplemental, non-stipend) employed the **second pay in March 2026** contract by the Board of Education and a member of the MSEA will receive a total signing bonus of **$750.** Members employed under less than 25 hours a week, shall receive a total signing bonus of ½ of full-time employees **($375). (This is to make up for the lost money in the Health Fair and the beginning of the fall of the 2025 school year).**

A. SALARY INDEX

YEARS OF EXP	NON DEGREE	BACHELOR	BA +15	150 SEM HRS BACHELOR DEGREE	MASTERS	Masters + 15 HRS	Masters + 30 Hrs
0	0.825	1	1.03	1.06	1.12	1.17	1.235
1	0.875	1.065	1.095	1.125	1.185	1.235	1.3
2	0.925	1.13	1.16	1.19	1.25	1.3	1.365
3	0.975	1.195	1.225	1.255	1.315	1.365	1.43
4	1.015	1.26	1.29	1.32	1.38	1.43	1.495
5	1.055	1.325	1.325	1.385	1.445	1.495	1.56
6	1.085	1.42	1.42	1.45	1.51	1.156	1.625
7	1.115	1.455	1.485	1.515	1.575	1.625	1.69
8	1.14	1.52	1.55	1.58	1.64	1.69	1.755
9	1.165	1.585	1.615	1.645	1.705	1.755	1.82
10	1.185	1.65	1.68	1.71	1.77	1.82	1.885
11	1.205	1.715	1.745	1.775	1.835	1.885	1.95
12	1.225	1.78	1.81	1.84	1.9	1.95	1.98
13		1.81	1.84	1.87	1.93	1.98	1.995
18		1.825	1.855	1.885	1.945	1.995	2.01
27		1.84	1.87	1.9	1.96	2.01	2.025
30		1.87	1.9	1.93	1.99	2.04	2.055

WE ARE AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

B. July 1, 2026 Teacher's Salary Schedule

Step	Non-Degree	Bachelors	BA+15	BA150	Masters	Master +15	Masters +30
0	31,235	37,860	38,996	40,132	42,403	44,296	46,757
1	33,128	40,321	41,457	42,593	44,864	46,757	49,218
2	35,021	42,782	43,918	45,053	47,325	49,218	51,679
3	36,914	45,243	46,379	47.514	49,786	51,679	54,140
4	38,428	47,704	48,839	49,975	52,2547	54,140	56,601
5	39,942	50,165	50,165	52,436	54,708	56,601	59,062
6	41,078	53,761	53,761	54,897	57,169	59,062	61,523
7	42,214	55,086	56,222	57,378	59,630	61,523	63,983
8	43,160	57,547	58,683	59,819	62,090	63,983	66,444
9	44,107	60,008	61,144	62,280	64,551	66,444	68,905
10	44,864	62,469	63,605	64,741	67,012	68,905	71,366
11	45,621	64,930	66,066	67,202	69,473	71,366	73,827
12	46,379	67,391	68,527	69,662	71,934	73,827	74,963
13		68,527	69,662	70,798	73,070	74,963	75,531
18		69,095	70,230	71,366	73,638	75,531	76,099
27		69,662	70,798	71,934	74,206	76,099	76,667
30		70,798	71,934	73,070	75,341	77,234	77,802

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C. July1, 2027 Teacher's Salary Schedule

Step	Non-Degree	Bachelors	BA+15	BA150	Masters	Master +15	Masters +30
0	32,484	39,374	40,555	41,736	44,099	46,068	48,627
1	34,452	41,933	43,115	44,296	46,658	48,627	51,186
2	36,421	44,493	45,674	46,855	49,218	51,186	53,746
3	38,390	47,052	48,233	49,414	51,177	53,746	56,305
4	39,965	49,611	50,792	51,974	54,336	56,305	58,864
5	41,540	52,171	52,171	54,533	56,895	58,864	61,423
6	42,721	55,911	55,911	57,092	59,455	61,423	63,983
7	43,902	57,289	58,470	59,652	62,014	63,983	66,542
8	44,886	59,848	61,030	62,211	64,573	66,542	69,101
9	45,871	62,408	63,589	64,770	67,133	69,101	71,661
10	46,658	64,967	66,148	67,330	69,692	71,661	74,220
11	47,446	67,526	68,708	69,889	72,251	74,220	76,779
12	48,233	70,086	71,267	72,448	74,811	76,779	77,961
13		71,267	72,448	73,629	75,992	77,961	78,551
18		71,858	73,039	74,220	76,582	78,551	79,142
27		72,448	73,629	74,811	77,173	79,142	79,732
30		73,629	74,811	75,992	78,354	80,323	80,914

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D. July1, 2028 Teacher's

Step	Non-Degree	Bachelors	BA+15	BA150	Masters	Master +15	Masters +30
0	33,458	40,555	41,772	42,988	45,422	47,449	50,085
1	35,486	43,191	44,408	45,624	48,058	50,085	52,722
2	37,513	45,827	47,044	48,260	50,694	52,722	55,358
3	39,541	48,463	49,680	50,897	53,330	55,358	57,994
4	41,163	51,099	52,316	53,533	55,966	57,994	60,630
5	42,786	53,735	53,735	56,196	58,602	60,630	63,266
6	44,002	57,588	57,588	58,805	61,238	63,266	65,902
7	45,219	59,008	60,224	61,441	63,874	65,902	68,538
8	46,233	61,644	62,860	64,077	66,510	68,538	71,174
9	47,247	64,280	65,496	66,713	69,146	71,174	73,810
10	48,058	66,916	68,132	69,349	71,782	73,810	76,446
11	48,869	69,552	70,768	71,985	74,418	76,446	79,082
12	49,680	72,188	73,405	74,621	77,055	79,082	80,299
13		73,405	74,621	75,838	78,271	80,299	80,907
18		74,013	75,230	76,446	78,879	80,907	81,516
27		74,621	75,838	77,055	79,488	81,516	82,124
30		75,838	77,055	78,271	80,704	82,732	83,341

WE ARE AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

E. Staff Development

Graduate or undergraduate credit hours obtained by each staff member shall be reviewed upon receipt by the Board. To receive pay increase for first semester, transcripts must be delivered to the Human Resources Office by October 10. To receive pay increase for the second semester, transcripts must be delivered to the Human Resources Office by February 10.

The Local Professional Development Committee will investigate CEU accreditation for in-service programs conducted after school hours. CEU accreditation to be implemented with the 1997-98 school year.

F. Staff Member's Experience Credit

When employing an experienced staff member, full credit on the salary schedule shall be given for public school teaching experience or accredited private school experience up to ten years. A year of experience shall be defined as one hundred twenty (120) days or more of employment in any one school yearn

G. Longevity

After thirteen (13) years of experience, staff members shall move to step 13 on the pay scale. After 18 years of experience, staff members shall move to step 18 on the pay scale. After 27 years of experience, staff members shall move to step 27 on the pay scale.

H. Substitute Pay for Staff Members

1. A middle school or high school staff member who assumes the instructional duties of another staff member during his/her preparation and/or conference period and/or duty period shall be compensated for the additional duty at the rate of **.0009** of the BA Step 0 per period and/or per hour.

2. At the high school and middle schools, the building principal and Staff Advisory Committee shall devise a rotating schedule of staff members to cover class duty during period (high school) and team conference (middle school). This section shall not be used to avoid the hiring of substitutes.
3. When assuming the teaching duties of another staff member during the school day, elementary school teachers shall be paid **two hundred twenty-five dollars ($225.00)** prorated among the teachers to whom the students are assigned.

I. Per Diem Rate

The per diem rate is 1/184th of the staff member's regular salary. A staff member who is required to perform responsibilities, that are not contained in the supplemental pay schedule and which are beyond the regular contractual year, shall be paid at the per diem rate.

J. Career Tech Staff Members

Career Tech staff members with seven (7) years of experience in the field shall be employed on the Bachelor Salary Schedule and may proceed to that maximum upon the annual completion of the minimum number of specified hours of staff member improvement work. When they have obtained a Provisional Certificate, they may advance to the five (5) year schedule. When they have obtained a Professional or Permanent Certificate, they are placed on the Master's Degree Schedule. All vocational staff members must be certificated according to the Ohio Plan for Trades and Industries.

K. Military Credit

All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years, shall be accepted as teaching service. (ORC 3307.02-3317.13)

L. Pay Periods

The staff member shall receive twenty-six (26) pays, issued biweekly or earlier at the discretion of the treasurer. When "Calendar Creep" occurs there shall be a 1-week delay in the pay (Pay will be for 3 weeks for 12 month employees). This shall be effective September 2022.

M. Student Teacher Supervision

1. The minimum requirements of the cooperating staff member shall be a Bachelor's Degree and three (3) years of teaching experience.

2. Any qualified staff member may submit a written request for a student teacher to the Board administrator in charge of teacher assignments. A copy of this request shall be sent to the staff member's principal. The staff member's written request shall be answered in writing with a copy to the building principal.

3. Acceptance of a student teacher shall be voluntary on the part of the staff member.

4. All cooperating staff members shall, upon the request of the Board administrator in charge of student teachers, submit a written evaluation of the student teacher's performance to the Executive Director of Human Resources.

5. Cooperating staff members shall be paid a stipend in accordance with stipend arrangements with the sending college or university. The stipend paid to the cooperating staff member shall be equal to the amount received from the college per student teacher.

6. An opportunity shall be provided for the student teacher and the cooperating staff member to meet prior to the assignment.

7. The District will develop a procedure that allows cooperating staff to have the right for first refusal for the tuition vouchers provided by sending college or university.

N. STRS Pick-Up

The Board herewith agrees with the MSEA to pick up contributions to the State Teachers Retirement System upon behalf of the staff members using the salary reduction method of "pick-up."

O. Direct Deposit

All staff members shall be paid through direct deposit.

P. Merit Pay

If merit pay becomes law, it shall be defined as:

A pay system that supplements a single salary schedule and is accessible to everyone on a voluntary basis. It shall include, but not be limited to: National Board certification, master teacher designation, staff attendance, hard to staff schools, hard to staff subjects, recruitment pay, retention pay, career ladder, and/or licensure status.
A committee, made up a majority of teachers, shall be established by the MSEA & Board of Education to develop the merit pay compensation.

602 FRINGE BENEFITS

A. Medical/Prescription Insurance

*** The BOE shall pay 95% of the cost of the plan premium. All MSEA members must be accepted into the plan, even with pre-existing conditions.**

1. **Effective January 1, 2026 and continuing thereafter, the board shall provide Teamcare Health Insurance (medical, prescription, dental, vision, short term disability, and life insurance, attached), to all MSEA employees (convered under this contract) under the terms of Plan TA provided by Central States Health and Welfare Fund employees. The Board shall pay 95% of the policy premium costs (employee shall pay 5% of the for one of the selected tiers (there are 4, employee, employee + child, employee + spouse, and a family plan) for medical, prescription, dental, vision, short-term disability, life insurance, and family protection benefit, for each staff member enrolled in one of the 4 tier plan as outlined**

B. **Life Insurance, Accidental Death, total disability, dental, prescriptions, vision, Short- term disability, family protection is all included into the Teamcare benefit Plan TA.**

The Board will pay the full cost for term life insurance in the amount of $40,000 for each employee, if the district changes insurance, or an employee does not take the district health insurance, or Teamcare drops life insurance as part of their plan.

C. Dental Insurance- This is embedded into the Teamcare benefit Plan TA

D. Prescriptions- This is embedded into the Teamcare benefit Plan TA

E. Insurance Coverage

Unless otherwise specified in this Agreement, all fringe benefits provided under Section 602 shall be available to all staff members. Nothing herein shall restrict the Board's right to select the carrier to provide any insurance coverage. However, it is expressly agreed that the level of coverage specifically indicated in any provision of this section shall be maintained or exceeded.

The Board shall have the flexibility of offering alternative insurance plans as long as participation in these alternative plans is a voluntary decision of the staff member.

A covered dependent of an employee shall become ineligible for coverage at the end of the month he/she turns 26.

Staff shall be eligible for all fringe benefits on their first day of employment.

F. Liability Insurance

The MSEA and Board agree to the following stipulations:

1. The Board shall provide for the defense of a staff member in any civil action or proceedings in any state of federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the staff member was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for a staff member's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Board.

2. The Board shall indemnify and hold harmless all staff members in the amount of any judgment, other than punitive damages, obtained against any such staff members in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the staff member was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the staff member acting with malice of purpose, in bad faith, or in a wanton and reckless manner.

3. The Board further agrees that the staff member shall have the right to information relative to any claim with 48 hours or receipt of such information by the Board and/or its agent(s).

4. The Board agrees that the only instance whereby the Board may make records of or reference to a staff member's alleged culpability in a liability claim a part of the staff member's personnel file is when a claim has been litigated and the staff member's liability has been clearly established by a judgment rendered by a court of competent jurisdiction. If there has not been a recurrence of a judgment rendered by a court or competent jurisdiction within a twelve (12) month period following placement of said previous judgment in the staff member's personnel file, such judgment and all records thereof shall be removed from the personnel file.

5. The Board agrees to allow any staff member at least 48 hours to file a written accident report to the Board and/or its agent(s) of an incident that could result in a claim or liability.

   The Board further agrees that the staff member shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

6. That the Board shall provide adequate release time for any staff member that is required to attend any deposition, any pre-trial hearing and any or all state and federal court hearings involving any and/or all claims of liability. The Board agrees that such release time will not result in the staff member's loss of wages or deduction from any Board approved leave.

7. The MSEA will encourage all staff members to cooperate with the Board in any defense to all claims of liability.

G. Vision Insurance- **This is embedded into the Teamcare benefit Plan TA**

H. Benefits Team

A benefits team shall be established with representatives from the MSEA, limited to 3 members, to work with the board Treasurer. This team shall meet monthly to discuss all fringe benefits, cost of said fringe benefits, any service related issues, and possible

ways to improve benefits. When there are changes in carriers, providers, or insurance companies the MSEA team shall have the right to have a representative at the table to hear the negotiations. The MSEA shall be notified in a timely manner of such negotiations.

603 SUPPLEMENTAL PAY

A. Guidelines

- **A Committee shall be composed of equal parts of MSEA members (3) and administrators (3) to reduce the cost of supplementals by at least 10% over a 3-year period. The district currently spends $650,000 on supplementals annually (excluding 6th period pay, this is only athletic and academic supplementals)**

1. Any staff member involved in a negotiated extra duty activity and whose participation is approved by the Board shall receive compensation for that extra duty.

2. Approval and compensation for activities added between negotiations shall be determined by the Director of Athletics and/or the Executive Director of Human Resources and Superintendent of Schools, or his/her designee, for recommendation to the Board.

3. A list of school clubs added to the approved supplemental contract list through a building principal's recommendation to the Executive Director of Human Resources for presentation to the Board for approval shall be provided to the MSEA President prior to the Board action. Staff members are required to serve as club advisors only if the clubs are on the approved list.

4. As additional supplemental contracts funded through General Fund are recommended and implemented, the supplemental pay shall not be less than two percent (2%) and not more than four percent (4%), as determined by the principal and the Executive Director of Human Resources. The number of positions shall be determined by the principal and the Executive Director of Human Resources.
   Supplementals added during the life of this contract shall be reviewed at the negotiations for a successor agreement.

5. Periods to be assigned for extra duty responsibilities under approved supplemental contracts will be determined by the building principals and designated central office staff and will be listed in the rules and regulations for the Mansfield City Schools.

6. At the end of the supplemental duty period, the principal and the coach/advisor should have a conference to review the season/assignment.

7. Compensation for supplemental contracts shall occur as follows: A. Supplemental Timeline Procedures and Pay Dates for Supplemental Contracts (Athletic and Non-Athletic). No coach shall be submitted for Board approval until all certifications are met. A background check must be completed, as well as a packet from personnel including instructions for payroll. Personnel Office will collect paperwork. Paperwork must be submitted to payroll department in a timely manner.

   i. Fall Dates for Payment: 50% paid on September 8th. Final payment (50%) when all duties are complete. Requires signature of Athletic Director or supervisor. Checks (a live, separate check) will be available beginning on October 31st).

   ii. Winter Dates for Payment: 50% paid on December 23rd. Final Payment (50%) when all duties are complete. Requires signature of Athletic Director or supervisor. Checks (a live, separate check) will be available beginning on February 28th).

   iii. Spring Dates for Payment: 50% paid on March 23rd. Final Payment (50%) paid when all duties are complete. Checks (a live separate check) will be available beginning on May 20th. Requires signature of the Athletic Director or supervisor.

   iv. Year-long Supplemental Contract/Non-athletic: 50% payment December 23rd. Final Payment shall be direct deposited on a separate deposit on the 2nd pay in May.

B. Supplemental Pay — High School

1. Activities	% of the Base
Academic Challenge	4
Academic Recognition Coordinator	2
Advisors:	
12th Grade Class	6
11th Grade Class	3
10th Grade Class	2
9th Grade Class	2
Anime Club	2
Audio-Visual Director	4
Auditorium Manager - Senior	3
Black Culture Club	2

BLT Team Member	2
Bookstore Manager	5
Campus Wear	4
Drama Director	4
Department Chairman	$15 per staff member, if 4 or More are in the dept.
Drill Team Advisor	6
Drug Program Coordinator	3 (plus one release period)
Flag Team	6
French Club	2
Gamers Club	4
Governor's Art Show	3
IAT/MTSS Coordinator	5
IAT/MTSS team member	2
Key Club	2
Music	
Head Band *	22
Assistant Band *	14
*Includes summer band	
Head Orchestra	8
Assistant Orchestra	2
Vocal	7
Musical Production Accompanist	4
Musical Production Choreography	4
Musical Production Director	4
National Honor Society	4
Newspaper Advisor	5
Newspaper Business Manager	2
OCC Leadership	4
PBIS Coordinator	4
PBIS team member	2
Pep Club	2
Robotics Club	4
Science Fair Coordinator	2
Skills team Advisor	4
Spanish Club	2
Step Team	6

2. Special Education Staff Members (For employees hired prior to January 1, 1993)*

Temporarily certificated — participating In a retraining program	2
Fully certificated	5

Part time will receive a proportionate share of full-time percentage (5/5 = 100% of entitlement)

*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employees hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

3. School Librarians

Secondary librarians shall have an extended contract for the purpose of providing open libraries from the first day of school through the last day of school. This extended contract will be for eight (8) days. Four (4) days are to be used before the first day of the regular teaching contract and four (4) days after the last day of the regular teaching contract unless the staff member and his/her immediate supervisor agree otherwise. Pay for the eight (8) days shall be at the per diem rate of the librarian.

4, Counselors

Secondary counselors will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for members of the bargaining unit unless the teacher and his/her immediate supervisor agree otherwise. Pay for the ten (10) days shall be at the per diem rate of the counselor.

5. Athletics

Position	% of the Base
Assistant Athletic Director	25
Athletic Trainer	22
Baseball - Head Coach	12
Baseball- JV Head Coach	8
Baseball - Assistant Coach - Varsity	8
Baseball- Assistant Coach- JV	6
Basketball (boys) — Head Coach	22

Basketball (boys) - Assistant Coach (Varsity)	10
Basketball (boys) - Reserve Coach - JV	10
Basketball (boys) — Freshman Coach	10
Basketball (girls) - Head Coach	22
Basketball (girls) — Assistant Coach (Varsity)	10
Basketball (girls) - Reserve Coach- JV	10
Basketball (girls) — Freshman Coach	10
Bowling Coach — Varsity	12
Bowling Coach - JV	10
Cheerleader Advisor — Varsity	12
Cheerleader Advisor — Freshman	5
Cross Country — Head Coach	10
Football — Head Coach	22
Football — Assistant Coach (Varsity)	10
Football- JV Head Coach	10
Football- JV Assistant Coach	8
Football — Freshman	8
Golf - Head Coach	12
Golf- Assistant Coach	8
Intervention Athletic Coordinator	5/season
Marching Band Director-	10
Marching Band Assistant Director-	4
Soccer (boys) — Head Coach	12
Soccer (boys) — Assistant Coach	8
Soccer (boys) — JV Head Coach	8
Soccer (boys) — JV Assistant Coach	6
Soccer (girls) — Head Coach	12
Soccer (girls) — Assistant Coach	8
Soccer (girls) — JV Head Coach	8
Soccer (girls) — JV Assistant Coach	6
Softball — Head Coach	12
Softball — Assistant Coach	8
Mehock Field Track Coordinator	8
Swimming - Head Coach	14
Swimming — Assistant Coach	10
Swimming Diving Coach	12
Tennis (boys) — Head Coach	12

Tennis (girls) — Head Coach	12
Track (boys & girls) — Head Coach	17.5
Track (boys) — Assistant Coach (Varsity)	8
Track (boys) — Freshman Coach	8
Volleyball - Head Coach	12
Volleyball- Assistant Coach	10
Volleyball — JV Coach	8
Volleyball - Freshman Coach	7
Weight Room Coordinator	6
Weight Room Fall — 2 people	4 each
Weight Room Winter — 2 people	4 each
Weight Room Spring - 2 people	4 each
Weight Room Summer - 2 people	4 each
Wrestling — Head Coach	14
Wrestling — Assistant Coach (Varsity)	10
Wrestling- JV Coach	10
Wrestling — Freshman Coach	7
J.C. Gorman Tournament Director	3

The Assistant Athletic Director will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for members of the bargaining unit. Pay for the ten (10) days shall be at the per diem rate of the Assistant Athletic Director.

C. Supplemental Pay — Middle School

1. Activities % of the Base

Academic Challenge	4
Academic Recognition Coordinator	2
Audio-Visual Director	5
Bookstore	3
BLT Team Member	2
IAT/MTSS Coordinator	5
IAT/MTSS team member	2
Music (payable if two programs are given during the year beyond the regular school day)	
Head Band	4
Head Orchestra	4
Vocal	4

Newspaper	3
PBIS Coordinator	4
PBIS team member	2
Science Fair Coordinator	2
Spelling Bee	4
Student Council	5
Student Council Treasurer (if staff)	2
Student of the Month	2

2. Special Education Staff Members (For employees hired prior to January 1,

Temporarily certificated staff members - 2
participating in a retraining program Fully certificated 5
Part-time staff members will receive a proportionate share
of full-time percentage (5/5 = 100% of entitlement)

*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employee hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

3. School Librarians

Middle School librarians shall have an extended contract for the purpose of providing open libraries from the first day of school through the last day of school. This extended contract will be for eight (8) days. Four (4) days are to be used before the first day of the regular teaching contract and four (4) days after the last day of the regular teaching contract unless the staff member and his/her immediate supervisor agree otherwise. Pay for the eight (8) days shall be at the per diem rate of the librarian.

4. Counselors

Middle School counselors will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for staff members unless the staff member and his/her immediate supervisor agree otherwise. Pay for the ten (10) days shall be at the per diem rate of the counselor.

5. Athletics

Position	% of the Base
Athletic Coordinator	15
Basketball (boys) - 7	7
Basketball (boys) - 8	7
Basketball (girls) - 7	7
Basketball (girls) — 8	7
Cheerleading 7-8th	6 per season
Cross Country - 7-8	7
Football- 7th Grade Head Coach	7
Football - 8th Grade Head Coach	7
Assistant Coaches	5
Intramural Director	7
Soccer 7th Grade Head Coach Girls	7
Soccer 8th Grade Head Coach Girls	7
Soccer 7th Grade Head Coach Boys	7
Soccer 8th Grade Head Coach Boys	7
Swimming 7 & 8th Grade Coach	7
Track (boys) - 7-8	7
Track (girls) — 7-8	7
Assist Track Coaches	5
Volleyball (girls) — 7	7
Volleyball (girls) - 8	7
Wrestling - 7-8	7

D. Supplemental Pay — Elementary

1. Activities % of the Base

Academic Challenge	4
Academic Recognition Coordinator	2
Elementary/lntermediate Music Program	4
BLT Team Member	2
IAT/MTSS Coordinator	5
IAT/MTSS team member	2
Leadership (K Kids)	4
PBIS Coordinator	4
PBIS team member	2
Student of the Month	2
Science Fair Coordinator	2

Spelling Bee	4

2. Special Education Staff Members (For employees hired prior to January 1,

Temporarily certificated - participating	2
In a retraining program	
Fully certificated	5
Part time will receive a proportionate share of full-time percentage (5/5 = 100% of entitlement)	

*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employees hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

E. District Coordinators

Activities	% of the Base
Music Coordinator	8

F.

Mentor Committee	3
Mentors	2.5
Mentor Coordinator	20

G. National Board Certified Teachers shall receive $750 per year if the state (ODE) discontinues stipend.

H. Teachers who successfully complete the Master Teacher Program shall receive a onetime only payment of $500. No teacher shall receive this payment more than once.

604 SEVERANCE PAY

A. Severance pay will be granted for twenty-six percent (26%) of a staff member's accumulated but unused sick leave. If a unit member has 200 or more days of unused sick leave, at the time of retirement, he/she will be paid 30 %. Severance pay will be at the per diem rate of the eligible staff member and shall be payable upon the staff member having fulfilled the requirements of this section or at the option of the staff member, January of the succeeding calendar year.

B. The following provisions will apply to severance pay payments:

1. At the completion of his/her contractual obligation to the Mansfield School District, the staff member must be eligible for "service retirement" or "disability retirement" by STRS.

2. In order to receive severance pay, the employee must provide to the Treasurer's office a copy of the first retirement check.

3. Payment will be based on the staff member's rate of pay at retirement and will eliminate all accumulated sick leave of that staff member.

4. Appendix F will be used to request Severance Pay.

605 WORKERS' COMPENSATION

A. A staff member injured while on the job is covered by the State of Ohio Workers' Compensation Act, costs of which are assumed by the Board. This service pays hospital and medical service necessitated by the injury. It also pays a percentage of the average wage if no pay is received during absence from the job because of injury.

B. Staff members shall report accidents to their building principal. The principal will provide Form C for use in reporting injury cases where medical and hospital expenses are involved. This form should be filled out in duplicate.

C. When filing a claim for compensation for loss of wages, the Treasurer should be contacted for the correct form for filing the report,

D. Since there are time limitations and settlement limitations, it is advisable to file the report as soon as practical after emergency measures have been taken.

606 AUTHORIZED OPTIONAL PAYROLL DEDUCTIONS

1. Premiums for Washington National Insurance
2. Contributions to United Way
3. Dues to United Education Profession (UEP) Organizations
4. Tax-Sheltered Annuities
5. Payments to Directions Credit Union
6. Political Contributions
7. Payroll Deductions for U.S. Savings Bonds

A. Washington Health and Accident Corporation

This is a group accident and sickness program open to all staff members and clerical personnel on a voluntary basis. Rates and brochures descriptive of the plan may be secured from the Washington Health and Accident Corporation.

B. United Way

Deductions for this purpose must be at the voluntary request of a staff member and in writing. Appropriate marks and signature on the annual subscription card will constitute such written authorization. The total amount which a staff member authorizes the Treasurer to deduct will be deducted from the staff member's salary check twice a month over a ten (10) month period from November to August, inclusive. Requests for such deductions can be made at the time of the annual campaign in this community.

C. Dues to UEP

1. The Treasurer shall deduct dues to the UEP from the pay of any staff member who has completed the necessary forms. Such deductions shall be made twice a month for a period of ten (10) months, and shall commence with the first pay in November.

2. The Treasurer of the Board shall forward such deductions to the Treasurer of the MSEA within ten (10) days of such collection.

3. The Treasurer of the Board shall deduct from the final payroll check of any staff member who shall leave the district for any reason the full amount of outstanding dues due and payable under the provisions of the payroll deduction authorization form, provided the staff member has accrued sufficient net pay to cover such deduction.

D. Tax-Sheltered Salary

Employees are eligible to participate in a tax-sheltered annuity or deferred compensation program through payroll deduction. Information regarding eligible companies can be obtained from the payroll department. Deductions can be made to only one company at a time.

E. Payments to Directions Credit Union.

Directions Credit Union, is a member-owned Savings and Loan Institution (credit union) to which all staff members may belong. Payroll deductions may

be arranged for savings or repayment of loans by contacting Directions Credit Union.

F. Payroll Deduction for Political Contributions

Deductions for political contributions shall be made in accordance with the Ohio Revised Code 3313.262 and upon proper signature of forms from the Treasurer's office. The staff member shall also specify which candidate(s), political party(ies) and/or committee supporting candidate(s), school levies or

issue(s) are to receive the deduction(s) and how the specified amount(s) is/are to be transmitted to the receiving party.

G. Payroll Deductions for U.S. Savings Bonds

Deductions for U.S. Savings Bonds shall be made in accordance with federal laws and upon proper signature on the forms from the Treasurer's office.

H. Forms

The MSEA shall provide forms setting forth the amounts and provisions of the agreement for United Education Profession and political contributions.

607 MILEAGE REIMBURSEMENT

Any staff member required and who has administrative approval to use a personal vehicle for school-related business shall be reimbursed at the rate allowed by the Internal Revenue Service. If the rate by the IRS changes during the term of this Agreement, the district shall reflect such change on the subsequent January 1.

608 TUITION REIMBURSEMENT

1) Each year of this contract the Board will appropriate $65,000.00 for tuition reimbursement to be distributed in accordance with this article.
   a) The maximum reimbursement per fiscal year (July 1 - June 31) is $3,000 for full-time employees; part-time unit members shall be reimbursed according to the amount of time worked per day (employees employed on a 40% contract are eligible for 40% of the maximum of the reimbursement.)
   b) No person will receive a higher reimbursement for coursework than was paid for the tuition for that coursework.

2) Employees on disability or other non-requested leave of absence or worker's compensation leave are not eligible for reimbursement.

3) Courses to be considered for approval:

   a) must be related to the bargaining unit member's area of certification/licensure .

   b) would lead to another area of certification/licensure

   c) would lead to an advanced degree in the profession of education, and/or

   d) are necessary for the renewal upgrade in teaching certificate/license.

4) Final approval of applications for reimbursement will be made by the Assistant Superintendent or his/her designee.

5) Only courses taken from properly accredited colleges and universities are acceptable for reimbursement.

   a) Non-credit workshops, correspondence courses and television courses shall not be approved for purposes of reimbursement.

6) The unit member must achieve a minimum of a "B" grade or a "pass" in a pass/fail course to receive reimbursement.

7) Each bargaining unit member receiving pay, under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in the district for at least one full school year following receipt of such pay,

   a) If such bargaining unit member fails to teach in the district for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said bargaining unit member's final pay.

8) Unit members who have been part of a reduction in force action would be reimbursed for the approved course work taken during their last working year in the Mansfield City Schools. This would not include work taken during the summer after the teacher has been part of a reduction in force action unless such course(s) is for new certification or recertification and was requested prior to the Board action initiating a reduction in force.

9) Application Process: A unit member must complete and submit to the office of the Superintendent or/designee an application twenty-one (21) days prior to the beginning of the course, along with a copy of the following information:

   a) Course description from the institution's catalog, bulletin, or website; and

   b) Fee schedule, which includes the cost of the course per credit hour.

   c) Applicants will receive notification of either approval or denial of their reimbursement request seven (7) days prior to the beginning of the course.

10) Procedure for reimbursement after completion of course — The bargaining unit member shall submit written proof in the form of a grade card. Evidence of successful completion must be submitted by the 2nd Friday in January to be eligible for 1st payout, or the 2nd Friday in July to be eligible for the 2nd payout. An itemized receipt of the actual cost of the tuition for the course, the grade card, and the completed checklist/reimbursement form must be submitted to the (Assistant

Superintendent)/designee before payment can be processed. Up to $32,500 may be paid out for each of the payouts (January and July).

11) The $65,000 will be divided equally among members successfully completing ("B" or better) courses based on a semester credit hour prorated amount (1 1/2 quarter hours = 1 semester hour) during the time period July 1 — December 31st & January 1st — June 30th of each year. Members will receive no more than his/her actual out-of-pocket the cost of such courses. Reimbursement shall be made no later than March 1st & September 1st of each year. If the amount requested ($40,000) is exceeded in either 1/2 of the year, the amount reimbursed shall be reduced by a percentage that guarantees everyone who requested gets money. For example, if a total of $55,000 is requested the district will reimburse at an 88% rate of the amount requested.

ARTICLE VII - LEAVES

701 SICK LEAVE

A. Each staff member shall be granted sick leave of one and one-fourth (1 1/4) days per month for a total of fifteen (15) days per year. New staff members or returning staff members who have exhausted their accumulation will be credited with up to fifteen (15) days as needed. Such credited leave will be deducted from the final pay of a staff member, at his/her per diem rate, if the staff member leaves employment of the Board before earning sufficient sick leave to repay the advance. The maximum accumulation of sick leave shall be 300 days. However, when calculating severance, a cap of 270 days shall be used.

B. Each staff member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the staff member's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parents, or a member of the immediate household.

C. When it becomes evident to the staff member that sick leave is to be for an extended period of time, the staff member shall contact his/her building principal so that a long-term substitute may be hired.

D. Each staff member shall be entitled to use up to seven (7) days of sick leave for the death of a member of his/her immediate family. Immediate family shall include spouse, child, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, niece, nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or a member of his/her immediate household. The Superintendent, or his/her designee, may authorize more days or the use of sick leave for the death of other persons if circumstances warrant.

E. Each staff member using sick leave, personal leave, professional leave, court leave, assault leave or MSEA leave shall record their absences using Frontline. For sick leave, members shall use Frontline to notify principals (immediate supervisors) no later than 5:00 AM on the day of the absence, or as soon as the need for the absence is known. Use of Frontline is mandatory. Frontline shall be implemented as of July 1, 2019 after staff members have been trained for sick, personal, professional and MSEA leaves. Appendices D, E, F, H, I and K shall be used through June 30, 2019 then implemented via Frontline.

F. If medical attention has been necessary during the period of sick leave, or if the absence was for four (4) consecutive days or longer, each staff member shall submit medical leave verification through Frontline within one day after returning to work (after the use of sick leave). (No more information will be required via Frontline than what is on current Appendix D) If a staff member does not submit this verification, the staff member shall be so notified in writing/email. If within five (5) days after notice is given the verification is not turned in, the staff member may be disciplined according to 517, Employee Discipline.

G. If medical attention has been necessary during the period of sick leave, the staff member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

H. The Board shall reserve the right to contact the physician for the purpose of verifying the staff member's statement within the limits of 2317.01 of the Ohio Revised Code. (Physician-patient privilege) Falsification of a statement or application for sick leave shall be grounds for termination of the staff member's contract.

1. Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.

J. When an employee is approved by STRS for disability retirement, the employee will use accumulated sick leave but will not accrue any additional sick leave. Should the employee return to work, the employee will be credited with the sick leave he/she would have earned between approval for disability retirement and exhaustion of sick leave.

K. Perfect Attendance Bonus: Employees shall receive a bonus of **$350** for each **9 weeks, total of 4 times a year.** with perfect attendance. Perfect attendance shall be defined as: using no leave except for district-approved professional development,

assault leave, **MSEA leave**, or jury duty. The bonus shall be paid within thirty (30) days of the end of the **9 weeks**. It shall be the eligible employee's sole responsibility to request a perfect attendance bonus of the **Building Administrator** by **google forms, who shall check employee's attendance on Frontline**, and such request shall be made no later than two weeks after the end of the **9 weeks**. No grievance shall result if the employee fails to make a request according to this section.

L. Attendance Policy

1. Effective with the 1999-2000 school year and each year thereafter, staff members who have an attendance rate of ninety-four percent (94%) or less in any school year shall be subject to the attendance policy in 701 (J) (2) for the succeeding school year. Professional leave, personal leave, sick leave due to bereavement leave, sick leave due to hospitalization, sick leave verified by a physician, or sick leave that ends with the employee being approved for disability retirement shall be excluded from the above calculation.

   The Executive Director Human Resources and an MSEA representative, if requested, shall meet with those staff members who fail to meet the above cited attendance rate to explain the attendance policy, to offer assistance and to discuss the employee's sick leave usage. Staff members shall have the right to correct errors and omissions in their attendance record. Medical records shall be kept confidential.
2. Those staff members who fail to meet the attendance rate in 701 (J) (1) during the previous school year, shall be required to verify sick leave absences once they reach an attendance rate of ninety-five percent (95%). Professional leave, personal leave, sick leave due to bereavement leave, sick leave due to hospitalization, sick leave verified by a physician, or sick leave that ends with the employee being approved for disability retirement shall be excluded from the above calculation.
3. Staff members whose attendance rate exceeds ninety-four percent (94%) shall not be subject to the attendance policy in 701 (J) (2) for the next school year
4. Failure to abide by the attendance policy shall subject the staff member to action under Section 517, Employee Discipline.

702 LEAVES OF ABSENCE

A. A staff member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon written request, the Board shall grant an extension for up to two (2) additional school years for cases of illness or other disability.

B. A written application must be made to the Superintendent, or his/her designee, on the negotiated form (Appendix C) at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency.

C. Staff members who take any leave under Section 702 shall be eligible to continue in Board provided insurance plans by paying the entire regular premiums to the COBRA administrator prior to the due date except that a staff member who is on leave for illness or other disability and has exhausted all accumulated sick leave shall receive Board provided insurance at Board expense for the first twelve (12) months of leave for illness or other disability following approval of leave under this section, except that an employee who is approved by STRS for disability retirement, and who has exhausted his/her sick leave, shall not receive Board paid insurance.

D. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

E. Unrequested leaves of absence for reasons of illness or other disability shall be granted in accordance with ORC 3319.13 and 3319.16.

703 PERSONAL LEAVE

A. All staff members shall be allowed three (3) days of personal leave each school year. Unused leave shall not be accumulated. At the end of each school year unused personal leave shall be credited to sick leave accumulation in accordance with 701A).

B. Personal leave shall be for the purpose of conducting personal business which cannot be conducted at times other than regular school hours.

C. Unless advance written permission is obtained, personal leave may not be used for the day preceding or following a holiday or vacation period.

D. The Superintendent, or his/her designee, may grant additional days or permit the use of personal leave for reasons other than those stated in 703 B.

E. Written requests for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested via Frontline. If three (3) days' notice is not possible, the staff member shall notify the substitute system and the

building principal or immediate supervisor as soon as possible. In such situations, the personal leave request shall be submitted via Frontline during the first workday after the conclusion of the leave.

F. When a staff member requests personal leave and gives the reason for the request as being for personal business, the staff member is not required to list specific reasons. There will be no deduction in salary or sick leave.

G. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

H. Personal leave shall not be used for engaging in other employment. Staff members found abusing personal leave shall be subject to discipline determined by the Board.

1. The personal leave form shall reflect all language contained herein,

704 CUMULATIVE SICK LEAVE REPORT

A report of the accumulated sick leave for each staff member will be provided at least annually. At any time, a staff member may request sick leave information from the Treasurer. Such requests will be answered promptly.

705 ASSAULT LEAVE

A. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a staff member who is absent from his/her assigned duties because of physical disability resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code. Said staff member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence. A staff member shall be granted assault leave according to the following rules:

1. The incident resulting in the absence of the staff member must have occurred during the course of employment with the Board.

2. Upon notice to the principal or immediate supervisor that an assault upon a staff member has been committed, any staff member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the staff member's knowledge regarding said

assault, sign said statement, and present it to the building principal or immediate supervisor.

3. If the staff member receives medical attention and/or is absent from his/her duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability the staff member's inability to perform job duties and its duration, may be required before assault leave payment is made.

4. A staff member shall not qualify for payment of used assault leave until the Assault Leave form (see Appendix I) has been submitted.

5. Said member shall not be permitted to accrue assault leave.

6. Payment for assault leave shall be at the assaulted staff member's rate of pay in effect at the time of the assault or at the rate for which the staff member may become eligible in accordance with the Ohio Revised Code.

7. Payment shall be discontinued when one of the following occurs:

   a. The staff member is no longer under contract with the Board.

   b. A maximum of three (3) years payment of assault leave has been made and the staff member is eligible for disability retirement.

8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Revised Code.

9. Staff members entering into disability retirement under provisions of STRS because of an assault will be paid a terminal leave benefit of one-half (1/2) their accumulated sick leave with a minimum of thirty (30) days and a maximum of sixty (60) days payable under this provision.

10. "Assault" for purposes of this Agreement, shall be defined as an act against a staff member occurring in the course of employment which causes physical disability to such staff member.

706 COURT APPEARANCE

A staff member who serves as a juror or is subpoenaed to court to testify on a job related case unrelated to litigation between the MSEA or staff member will receive his/her regular pay and any remuneration received for such services. Such leave shall not be chargeable to sick leave or personal leave. Frontline shall be used for all such requests.

707 SABBATICAL LEAVE

A. Full-time staff members may apply (Using Appendix B) to the Board through the Superintendent, or his/her designee, for a leave of absence with part pay for professional study or travel. If such a leave is granted, the following conditions shall apply:

1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.

2. Sabbatical leave shall be for one or two semesters only.

3. Only one such leave may be granted for each five (5) years of service to the district. Five (5) continuous years of service are required prior to application.

4. The part salary shall be the difference between the staff member's expected salary and the cost of necessary substitutes. The cost of necessary substitutes shall be determined as follows:

   a. The first five (5) days at the base rate for substitutes;

   b. The next fifty-five (55) days at the advanced rate for substitutes;

   c. All remaining days of the sabbatical on a prorated, per diem basis, on the Bachelor's Degree column, zero (0) years of experience of the teachers' salary schedule.

   d. Appendix Bl shall be sued for such request.

5. To be eligible for part payment of salary, the staff member must agree in writing to return to the employment of the Board for at least one (1) year, unless the staff member has twenty-five (25) years of teaching experience. The staff member shall reimburse the Board for all monies received in violation of this Agreement.

6. No more than five percent (5%) of the staff members may be granted sabbatical leave simultaneously.

7. No leave will be granted to a staff member for a second time while other requests are pending for sabbatical leave if other staff members have filed a request for sabbatical leave.

8. Staff members granted sabbatical leave shall continue on the staff member roster and be eligible for insurance benefits provided by the Board by the staff member paying the Board share of insurance coverage.

708 PARENTAL LEAVE

A. A staff member who is pregnant or adopting a child or becoming a parent shall, upon written request, be granted a leave of absence without pay for parental reasons. Such leave shall begin either between the beginning of pregnancy and delivery of the child, or at the receipt of custody of the child, and may continue up to one (1) year after the birth or receipt of custody. This may be extended for one (1) additional year upon written application.

B. If the staff member so elects, leave related to maternity may begin when sick leave expires or is terminated by the staff member.

C. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the staff member hopes to return to service and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in the case of an emergency.

D. Sick leave shall not accrue during parental leave. Staff members on parental leave shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

E. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

709 FAMILY AND MEDICAL LEAVE ACT

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act shall first be processed as grievances using the procedure herein.

Pursuit of such grievance does not prohibit an employee from enforcing their rights under the Act.

B. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for:

   a. a serious health condition of the employee that makes the employee unable to perform his or her job

   b. the birth and first-year care of a child

   c. the adoption or foster placement of a child

   d. to care for a child, spouse, or parent who has a serious health condition.

2. Any leave beyond twelve weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

3. The Board may require eligible employees to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.

4. The employee shall give the Board thióy' (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.

5. When medically necessary, as documented by health care provider, leave may be taken intermittently.

c. Protection of Employment

1 . The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.

2 Except as provided herein, the taking of leave under this article shall not result in the loss of any other employment benefit.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

E. Year

For the purposes of family leave benefits, a year shall be defined as a rolling 12-month period measured backward from the date an employee used FMLA leave.

710 SICK LEAVE BANK

A) Establishment of Sick Leave Bank

a) A Sick Leave Bank, hereinafter referred to as "Bank", shall be established for the Mansfield City Schools bargaining unit employees effective immediately after MSEA and Board approval. Employees will be given 30 days to make the initial donation establishing the Sick Leave Bank.

B) Participation in the Sick Leave Bank

a) Any employee with one (1) or more days of accrued sick leave may elect to participate in the Bank by submitting the completed participation form (Appendix O) to the MSEA President or designee during the open enrollment month. The open enrollment period shall be the month of September each year. The MSEA President or designee is required to turn in all forms (Appendix O) to the district Treasurer by the first district work day in October of each year. Participation in the Bank is voluntary. Employees who do not have one or more days of accrued sick leave shall be advanced the one day to participate in the Bank. Any new employee must submit the completed form (Appendix O) within 20 days of official board action. Any new hire starting after October 1st shall be advanced one day to participate in the Bank if requested.

C) Donation to Sick Leave Bank

a) A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. To remain eligible, participating employees except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than two hundred (200). If an employee does not agree to contribute the additional sick leave day they are no longer part of the sick leave bank, until the next open enrollment period. Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's catastrophic illness, long-term chronic illness, required surgical

procedures, serious accidents or injuries (requiring extended rehabilitation) or chronic personal illness.

D) Withdraw from Sick Leave Bank

(a) The bank shall be operated by the following established guidelines:

(i) A withdraw shall be approved only upon the depletion of the respective employee' accumulated and/or depletion of the respective employee's accumulated and/or advanced (See Article 701 A) sick leave and personal leave. Employees on a worker's compensation related injury shall not be eligible to withdraw from the bank.

(ii) The maximum withdraw for any employee shall be **Forty (40)** days.

(iii) Withdraws shall be in full day units.

(iv) Employees may apply for a withdraw in advance of the depletion of such employees accumulated sick leave, to be granted, if needed, upon such request.

(v) Withdrawn days may not be used to accumulate days for severance pay.

(vi) All applications for withdraw shall be on the appropriate sick leave bank form (Appendix P). All requests are required to have a referral form a physician or medical doctor attached and submitted to the MSEA President or designee for approval.

E) Replacement of Withdraw

a) There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank.

F) Eligibility to request a withdraw

a) A bargaining unit employee shall be granted his/her request for sick leave if it meets any of the following criteria:

i. Catastrophic illness
ii. Long-term chronic illness
iii. Required Surgical procedure
iv. Serious Accidents or injuries requiring extended rehabilitation
v. Chronic personal illness

b) The school board, district, or administration shall not have the right to refuse withdrawal from the sick leave bank for any employee who meets the criteria in the previously stated reasons.

c) An employee shall be eligible to withdraw all **40** days for any of the criteria listed in the previously stated reasons if the employee is experiencing them. An employee shall be eligible to withdraw a maximum of 30 days if a spouse, parent or child of the employee is experiencing the criteria listed in the previously stated reasons.

d) There shall be a cap of **40** days withdrawn from the bank per contract year per employee. Within a rolling 5-year period, if an employee needs to apply to the bank a second time, the cap shall be **40** days from the bank, if a third withdraw is made within a five-year period the cap shall be **40** days. A cap of **20** days may be withdrawn from the bank per contract year per employee to care for a spouse, parent or child. Within a rolling 5-year period, if an employee applies to the bank a second time to care for a spouse, parent or child, the cap shall be 20 days. If a third withdraw is made within the rolling 5-year period, the cap shall be **20** days.

e) Additionally, if an employee withdraws from the bank/he/she shall be required to be a lifetime member of the bank, meaning every time a donation is needed they shall make a donation. A day will automatically be deducted each time a day is required under sections 701 B or C.

G) Who is Eligible to participate?

a) Any employee in the bargaining unit who chooses to donate the one (1) day in the Bank shall be eligible to make withdraws from the Bank. A bargaining unit member who chooses not to participate in the Bank shall not be eligible to withdrawal any sick leave already contributed by other bargaining unit employees to the Bank.

b) If an employee chooses not to participate a form must be submitted indicating their decision.

H) Reporting Status of Sick Leave Bank

a) A quarterly report of the Sick Leave Bank shall be given to the Association President. It shall include:

i. A list of which bargaining unit employees who are in the Bank

ii. Who has withdrawn day(s) from the Bank

iii. How many day(s) were withdrawn

iv. How many days remain in the bank

711 Military Leave

Military leave shall be granted to any employee who is drafted, activated or recalled to active duty with any branch of the Uniformed Services, including the reserves, of the United States. Upon request, the unit member shall provide documentation from his/her military unit that the military service to be performed when on leave from work is pursuant to one or more of the following criteria: (1) an executive order issued by the President of the United States, (2) BECAUSE OF AN ACT OF congress, or (3) because of an order to perform duty issued by the governor pursuant of Section 5919.29 of the Revised Code. Seniority shall continue to accrue,

and at the expiration of military leave, the returning bargaining unit employee shall be granted to his/her position held prior to the leave if it is vacant. Should the position be filled, the returning employee shall be appointed to a position with equivalent contract status for which he/she is qualified. Compensation shall be in accordance with Revised Code 5923.05 and any other provision of state and federal law.

712 Association Leave

All bargaining unit employees who get elected or appointed to positions to represent public education or to represent MSEA, NCOEA, OEA, or NEA shall be given the term of election/appointment as unpaid association leave if requested. A TPO funded by MSEA shall take the place of the Board's responsibility to provide for salary and benefits. The bargaining unit employee may return at the commencement of a school year or the second semester and shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled the returning employee shall be appointed to a vacant position with equivalent contract for which he/she is qualified.

713 MSEA President Release/Paraprofessional

Effective with the start of the 2023 school year, the elected MSEA President shall be assigned a paraprofessional at assist him/her. The paraprofessional shall be able to get a sub license and will lead the class if/when the MSEA President has to be out for meetings with district administration, or representation of members. The Paraprofessional shall assist the teacher as needed, as well as assist students as directed by the teacher.

714 Dock Days

A policy shall be created concerning Dock days. The policy shall include:

- **If a dock day is taken, the per diem rate shall be deducted from the employee's compensation on their next paycheck**
- **The employee shall be responsible to make the district whole for additional cost, such as insurance, STRS, and other cost.**
- **The employee shall be responsible for the cost of a substitute, OT, or X or Z prep if covered internally, if no sub is required no cost shall be borne by the employee.**
- **Discipline shall be applied to as subject to attendance policy in article 701 L**

ARTICLE VIII

CURRICULUM DEVELOPMENT AND PROFESSIONAL MEETINGS

801 CURRICULUM COMMITTEE

A. There shall be a district-wide Curriculum Committee (CC) to provide a mechanism by which curricular concerns of the staff members and community will be presented to the superintendent or his/her designee, and the Board. The Curriculum Committee will be composed of members from (3) groups: bargaining unit members, administrators, and community members.

B. The Committee shall be selected or operated in the following manner:
   a. The MSEA President shall select (up to 13 people, plus him or herself)
      i. 5 elementary staff member (one from each elementary building, one must be a special education teacher.)
      ii. 2 middle school staff members
      iii. 3 staff members from the high school buildings.
         1 must be a Special Education Teacher
      iv. Up to 1 member at-large from any level.
      v. The MSEA President shall also be a member of this committee.
      vi. Up to 2 community members, parents, or students
   b. The Superintendent or designee shall select:
      i. 6 Administrators (up to 8 members)
         1. The Curriculum Director
         2. A member of the Curriculum Department
         3. A principal or assistant from the elementary
         4. A principal or assistant from the middle school
         5. A principal or assistant from the high school
         6. 1 special education supervisor
         7. Up to 2 community members, parents, or students
   c. Upon mutual agreement between the MSEA President and the Superintendent or designee a board member may be added to the curriculum committee.

   d. Chairperson
      i. There shall be co-chairs — one selected by the Superintendent/designee and one elected by the bargaining unit members of the committee. The co-chairs shall be responsible for working with the committee to establish an agenda.
      ii. The committee shall make decisions through the process of consensus.

iii. Any member of the school community to attend or speak at any meeting with prior permission from the chair.

iv. The Curriculum Director shall provide secretarial services and a record of the minutes to the members of the committee, Board members, administrators, the MSEA President, and each school for posting on the bulletin board.

e. Meetings

i. All Curriculum Committee meetings shall be the second (2nd) Thursday of each month beginning in September and ending in June. Additional meetings may be scheduled by the co-chairs as necessary.

ii. All meeting times of the Curriculum Committee shall be decided by the committee, but limited to 2 hours, and shall be on days that school is in session unless determined otherwise by the committee.

iii. By a consensus of the Curriculum Committee, members may wish to schedule additional meetings.

iv. Staff members sewing on the Curriculum Committee shall be paid a stipend of 5% of the base salary per school year while they serve on the committee. The chair shall receive a stipend of 7% of the base salary per school year.

v. The committee shall have the right to divide into subcommittees of high school, middle school, or elementary levels to discuss level specific concerns and bring back recommendations to the complete curriculum committee.

f. Functions and Procedures

1. The intent of the committee is to provide a group of interested persons who will be free-thinking and concerned with creative ideas — not a group that is necessarily satisfied with the status quo. This must be kept in mind as appointees are chosen.
2. Maintain a continued study of the school's philosophy.
3. Help to establish curriculum goals for the system through an in depth study of the community needs and district data collected.
4. Study the curriculum as a whole to determine areas that exhibit the most crucial needs. Priorities are then set and a plan shall be formulated to facilitate the program.
5. If programs or classes are to be eliminated the curriculum committee shall be responsible for making recommendations for how this process is to occur and what programs are to replace eliminated programs or classes. Committee recommendations shall be honored.

6. Serve as a clearing-house for curriculum problems.
7. Make recommendations for summer programs in accordance with Article VIII, Section 802
8. Curriculum studies may be initiated by the committee
9. Study areas as submitted by the individual staff members, principals, department heads, MSEA, central office, the board, and citizen groups.
10. Direct a continuous and comprehensive evaluation of the curriculum.
11. Examine and make recommendations before any of the following can begin: proposed programs, new course offerings, and pilot studies. Those responsible for introducing new programs will also be responsible for evaluating the said programs. These evaluations will be reviewed by the committee and recommendations will be made by the committee. Committee recommendations concerning proposed programs, new course offerings, and pilot studies will be honored.
12. The committee shall make recommendations for all text book purchases.
13. Copies of all recommendations shall be sent to the MSEA President, the Superintendent, and posted in each building on the staff members' bulletin board.
14. All Curriculum Committee recommendations shall be presented to the Board for approval.
15. The term for selected members of the Curriculum Committee shall be 2 years. Terms will be staggered so that not more than 1/2 of the committee may be replaced each year.
16. The Curriculum Committee shall be responsible for reviewing and modifying the district's CIP.
17. The Curriculum Committee shall be responsible for approving all building CIP's to ensure consistency with the district CIP. xviii. The Curriculum Committee shall examine and make recommendations before any curriculum change or modifications can be made in the district.

802 SUMMER PROGRAMS FOR CURRICULUM

A. In order to provide adequate time for curriculum development and planning, a summer program for curriculum development and revision shall be initiated by the Board. $25,000 shall be available annually for summer programs. The programs shall be under the direction of the Chief Academic Officer/CAO.

1 . Purpose

a. Curriculum development and evaluation.
b. Continued curriculum evaluation and/or curriculum revision.

2. Study Groups

a. The Curriculum Committee shall make recommendations for summer study programs. Any member of the school community may propose summer programs to the Curriculum Committee. Such proposals shall be made by March 1 and shall include:

(1) The nature of the study
(2) Number and names of proposed participants
(3) Number of days required for the project
(4) Procedures for project evaluation

b. The Curriculum Committee will recommend priorities of study to the Executive Director of Instruction by April 1.

c. Information about approved study programs will be posted in each building on or before May 1. This list shall contain:

(1) The number of studies
(2) The nature of each study
(3) The number of desired participants for each study
(4) The criteria for selection of participants
(5) Rate and method of payment
(6) Procedures for project evaluation

d. Staff members interested in participating in approved programs shall apply in writing to the Chief Academic Officer by May 15.

e. The Chief Academic Officer will notify all requesting staff members by May 25 regarding their approval as a program participant.

f. All summer program reports shall be given to the Chief Academic Officer, the MSEA President, and the appropriate curriculum committee. The Curriculum Committee will deal with such reports in accordance with Section 801 of this Agreement.

g. The rate of compensation shall be on an hourly basis which shall be the same as is set forth in Section 601 H.

803 PROFESSIONAL LEAVE

A. Professional leave may be requested by staff members in accordance with the following provisions:

1. Leave will be limited to attendance at meetings which have a direct bearing on the professional growth of the staff member and related to either current assignment or curricular goals of the district.
2. Request for attendance at meetings, including an estimate of expenses, shall be submitted to the principal/administrator via Frontline at least two weeks in advance. Application shall be made at least one week before the meeting. The applicant shall be notified in advance if the estimate of expenses exceeds the amount that will be reimbursed.
3. The request form in Frontline shall enumerate estimated expenses to be paid by the Board. Travel shall be reimbursed at a rate equal to the IRS mileage rate allowance. Estimated expenses which will be considered include registration fees, meals, lodging, parking, and mileage. If a principal/administrator requests attendance at a meeting, all necessary estimated expenses shall be paid.
4. Professional leave shall be at regular pay with no deduction from sick leave or other leave.
5. No request for leave will be considered if submitted after the meeting has been held.
6. Delegates to the OEA Representatives Assemblies shall be granted leave to attend such meetings. Expenses shall be paid by the MSEA. Substitutes will be provided at Board expense Days utilized in this section shall not count against days authorized in Section 803 (A-7).
7. During each school year, the Board shall grant twenty (20) days of leave to MSEA members for the purpose of professional association business. Staff members shall submit the request via Frontline for approval first by the MSEA President then to the appropriate administrator.

804 STAFF ADVISORY COMMITTEE

A. A Staff Advisory Committee will be formed in each building.

B. Purpose

1. Improve communications and discuss building level concerns between staff members and principal or immediate supervisor thereby improving the educational program for children.

2. To advise the principal or immediate supervisor regarding specific areas of concern of the staff members and ways to improve the total operation of the building.

3. To bring to the committee the concerns of the principal or immediate supervisor.

4. To develop the instructional programs for professional growth of the staff member in accordance with Article VIII, Section 805.

C. Procedures

1. The principal or building supervisor shall schedule within the first ten (10) days of school, a meeting of all staff members for the purpose of determining the number of staff members to be on the SAC and the procedure for electing the staff members of the SAC. The number of staff members serving on the SAC shall be no less than five (5) and no more than twenty (20).

2. An organizational meeting of the SAC shall be held during the month of September. The date and notification shall be the responsibility of the principal. Such meeting shall be scheduled by the principal or building supervisor in cooperation with the elected staff members of the SAC. At the organizational meeting, a chairperson shall be elected by the staff members of the SAC and an elected staff member of the SAC, other than the chairperson, will be selected by the committee to be the secretary of the SAC. The first item of business will be to schedule regular monthly meetings of the SAC.

3. The chairperson shall be responsible for:

   a. Preparing cooperatively with the principal or building supervisor, an agenda of items to be discussed at each SAC meeting.

   b. Distributing a copy of said agenda to all staff members and principal or building supervisor at least one (1) day prior to each meeting.

   c. Obtaining suggestions and concerns, prior to the agenda setting sessions, from the other elected staff members of the SAC.

4. The secretary will be responsible for:

   a. Taking minutes of each SAC meeting.

b. Distributing minutes of meetings to all staff members and principal or building supervisor.

5. A list of staff members of each SAC, including teaching area of the SAC staff members, shall be sent with names of the chairperson and secretary so designated to the Executive Director of Instruction who shall provide a copy to the President of the MSEA.
6. Any staff member may attend a SAC meeting.

805 RELEASED TIME - STAFF DEVELOPMENT

A. In November, January, March, and June, early release of students will occur at the end of a five (5) hour student day for grades 1-5 and at the end of a five and one-half (5 1/2) hour student day for grades 6-12.

B. The purpose of the above four (4) early release times is for staff members to work on grades. This may be done at the building or elsewhere, at the discretion of the staff member. Staff members will report to school no earlier than one-half (1/2) hour before the start of the student day on the above four (4) early release days. Staff members will be released following the student dismissal.

C. Release time may be provided during the school year for instructional leadership meetings or staff work sessions upon designation by the Superintendent. Half-day early release in-service activities shall be planned with input from building level staff development committees. Full-day early release in-service activities shall be planned with input from the Curriculum Committee.

806 LABOR MANAGEMENT COMMITTEE

A An informal committee shall be established as an aide to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of five (5) persons appointed at the discretion of the Superintendent, plus the MSEA President (or designee) and a maximum of five (5) persons elected by the membership of the MSEA.

B. This committee shall meet upon request, no more than one (1) meeting per month. Meetings will be held after school hours. Staff members serving on the committee will be compensated at an hourly rate which shall be the same as is set forth in Section 601 H of the Agreement to a maximum of two hours per meeting. An agenda shall be established one week prior to the meeting; however, additional items may be added to the agenda at the meeting. If the agenda is not established prior to the meeting, the meeting shall be canceled. Agenda items will only deal with district-wide issues. Building issues shall be

discussed at staff advisory committee meetings prior to coming before the Labor Management Committee.

C. The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The interest-based process will be used when feasible. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of the committee shall not result in modifications or additions to the Negotiated Agreement.

D. Periodically, training will be provided to the Labor Management Committee by FMCS. The purpose of the training will be to provide the parties with a format for conducting an effective labor-management relationship. The training will be sought when the parties believe a significant number of individuals on the committee have not been trained or the group needs a review.

ARTICLE IX SOLE AND EXCLUSIVE RIGHTS OF THE ASSOCIATION

A. The rights and privileges enumerated in this article shall not be extended to any staff member organization except the MSEA and its affiliates, the NEA, OEA, and NCOEA.

1. The Board and administration agree not to meet with, recognize, or negotiate with any staff member organization other than the MSEA on behalf of the staff members. The MSEA is the only staff member organization which shall represent staff members in matters of professional concern.

2. Names and addresses of newly employed staff members shall be provided to the MSEA within two (2) weeks of Board approval of their contract. Such information shall only be for the private use of the MSEA.

3. A copy of any written communication from central office directed to all staff members of a building, department, or grade level shall be sent to the President of the MSEA at the time it is distributed to the staff members. Notice of time, date and place of Board meetings, copies of notice of job openings, Board minutes and agenda and minutes of committees which affect the bargaining unit shall also be sent to the MSEA President.

4. Payroll Deduction — The Board shall provide payroll deductions for dues for membership in MSEA, NCOEA, OEA, NEA, or OEA Fund for Children and Public Education. Forms for these deductions shall be provided by the MSEA. The enrollment period for payroll deduction of membership dues shall be from September 1 to October 15 of each year. The deductions shall be made twice a

month for a period of ten (10) months, and shall commence with the first pay in November. Upon request, payroll deduction privileges shall be available to staff members after October 15. All Association deductions shall be made without cost to the employee or the Association. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the payroll in which they were collected. Accompanying each check or deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

5. The MSEA shall be authorized to use the school mails, "pony," and the staff members' mailboxes for association business. The MSEA may affix nonpermanent MSEA identification on staff members' mailboxes, The administration will provide an inside depository at the Board office for mail to be delivered on the pony.

6. A bulletin board will be provided in each building for the exclusive use of the MSEA. The bulletin board shall be located in an area readily accessible to staff members.

7. Association Business — The MSEA and/or its association representative may conduct association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction. Time shall be allotted in staff meetings for association business. The public address system shall be available for association announcements by the principal

8. A staff member may request the presence of an MSEA representative at any meeting with the administration. Upon such request, said meeting shall not proceed until the representative is in attendance. However, said meeting shall take place no later than forty-eight (48) hours after said request has been made.

9. Informal Monthly Meetings — There shall be a monthly meeting for the Superintendent, or his/her designee, and the MSEA President to informally discuss mutually important matters, which would include, among other items, the financial position of the school system. Additional participants may be included at the invitation of either party.

10. Membership to UEP - The Board, the administration, and the MSEA will respect the right of all staff members to join or assist the United Education Profession.

11. Ad Hoc Committees established by the Board and/or the administration which include non-administrative personnel in their composition and whose deliberations may affect the welfare and/or terms and conditions of employment of the staff members shall have reasonable association representation thereon.

12. Facilities — The Board will provide the MSEA with a facility to hold general membership meetings at no cost for a maximum of two (2) hours once each month.

13. The MSEA President or his/her designee shall have the right to make brief organizational announcements at general staff members' meetings and faculty meetings.

14. Union Security -Upon receipt by the Treasurer of an authorized card signed by a staff member, the Treasurer is authorized to deduct from the pay of said staff member the amount indicated on the authorization card. The deduction authorized shall be remitted to the MSEA. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 — August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year.

15. The names and addresses of new employees shall be provided to the MSEA 2nd Vice-President and Treasurer with two (2) weeks of Board approval of their contract. Such information shall only be for the official use of the MSEA.
16. When a staff member updates their information (address, phone number, etc.), the MSEA Treasurer shall be given a monthly update.

17. The MSEA shall be given time at all new hire orientations, or informational meetings, to discuss the Association structure and membership.

ARTICLE X TUTORS AND HOME INSTRUCTION PERSONNEL

Include tutors who work 30 hours or more ("Tutors") in the bargaining unit.

This article shall constitute all rights, terms, conditions of employment for tutors.

Tutors shall be entitled to one-year limited contracts. The evaluation procedure shall apply, but ORC Sections 3319.11 and 3319.111 shall not apply. Tutors shall be eligible for benefits under Section 602, Section 607, and Article 7.

Tutors will be paid for assigned times when students are not in attendance, when such absence is due to a short-term absence. However, such tutors shall remain at work to accomplish other

tasks as assigned. A short-term absence is defined as an absence lasting one calendar week or less.

Tutors shall be paid **.0009** of the BA Step 0 per hour. Tutors shall receive their compensation over 26 bi-weekly pays, the same way teachers receive their compensation.

ARTICLE Xl PROFESSIONAL DEVELOPMENT COMMITTEES

1101 Educator Support Team

A. The Mentor Program will be operated in accordance with the district's Mentor Program Handbook as attached in Appendix W.

B. The Oversight Committee members shall be compensated at the rate of three percent (3%) of the base salary. The Mentor Coordinator shall be a bargaining unit member and shall be compensated at twenty percent (20%) of the base salary.

C. Recommendations for the changes to the entry year program shall be subject to collective bargaining.

1102 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose and Authority

1. The purpose of the Local Professional Development Committee is limited to the review and approval of individual professional development plans (IPDP), continuing education units, and individual professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301-24.

2. The LPDC shall have no authority to revise, delete, add or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary' to the negotiated agreement or law.

B. Committee Structure

1. There shall be two grade level LPDCs and one district level LPDC. The grade level LPDCs shall be for grades P-6 and the other shall be for grades 7-12.

C. Composition of Committees

1. Except as otherwise provided in this section, all committees shall be composed of a majority of practicing classroom teachers. Upon request, an administrator's IPDP shall be reviewed by a committee composed of the administration appointee from each grade level LPDC and two teachers from the appropriate grade level LPDC.

2. The grade level committees shall each have three teachers, one administrator, and one special education teacher.

3. The district level committee shall be composed of a teacher representative from each of the grade level committees, the MSEA President, and the administration appointee from each grade level LPDC.

4. The teacher members shall be elected by the MSEA. The other members shall be selected by the Superintendent.

5. The MSEA, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC teacher members.

6. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.

D. Procedures, Compensation, and Training

1 The LPDC shall determine the time, location, and number of committee meetings.

2 Committee members shall be granted release time for appropriate LPDC training as approved by the Superintendent/designee. Actual and necessary expenses incurred for training shall be reimbursed by the Board as per Article VIII, Section 803.

3 Each teacher member shall be paid a stipend of five percent (5%) of the base salary per school year. (NOTE: LPDC stipend for 1998-99 shall be based on the base salary in effect on 9/1/98.)

E. Facility, Equipment, and Support Services

1. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

2. The LPDC shall be provided with secretarial support and any other support services necessary.

F. Terms of Office

1 The MSEA shall determine the length of term of office for the teacher members of the LPDC.

2 With the exception of the initial startup of the LPDC the length of terms shall vary to allow for staggered terms.

G. Employee Protection

1. Under no circumstances is the involvement in activities of the LPDC process to be used for employment decisions by the Board.

2. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

H. LPDC Appeals Procedure

1 . The LPDC shall determine its own appeals procedure. An administrator may appeal the review of his/her IPDP to the district level committee. Upon a request of the administrator, a sufficient number of teachers shall be non-voting members so that a majority of the voting members shall be administrators.

2. The LPDC appeals procedure is not subject to the grievance procedure outlined in Article II.

1103 MASTER TEACHER COMMITTEE

The Master Teacher Committee (MTC) shall be established for the purpose of designating teachers in the building/district as a master teacher.

A. Purpose - the duties of the MTC shall be strictly limited to the review and approval of Master Teachers as specified in Ohio law and related ODE guidelines. ODE forms shall be used.

B. Composition — the MTC shall be a joint committee with an equal ratio of MSEA selected members and Board selected members. A total of 6 members shall serve on the committee (3 selected by MSEA, 3 selected by the Board).

C. Chairperson - the Chair shall be selected by the MSEA from among the MTC members.

D. Meetings — the Committee shall meet quarterly (August, October, January and April) to read and score applications and to perform any other work required of the Master Teacher Committee. Other meetings may be called on an "as needed basis" by a majority of the members.

E. The MTC shall be responsible for informing MSEA of the Master Teacher process and any changes to the process for the District.

F. Compensation
   a. The Chairperson shall receive 3% of the base pay.
   b. MTC members shall receive 2% of the base pay.

G. Up to six (6) and no less than four (4) members of the MTC will read and score each application individually. Then an average of the committee scores will be calculated to determine if the designation of Master Teacher will be awarded to the applicant. All decisions of the MTC shall be final and not subject to appeal or the grievance procedures outlined in Article Il.

H. Candidates will be notified, in writing, of their status within sixty (60) days of turning their portfolio into the committee. Unsuccessful candidates must wait a year before resubmitting. Candidates will be responsible for making arrangements to pick up their materials.

I. Successful candidates will receive a certificate and recognition at a district Board meeting.

J. Employee protection
   1. Under no circumstances will the involvement in activities of the Master Teacher process be used for employment decisions by the Board.
   2. Nothing in the Master Teacher process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

ARTICLE XII DURATION OF AGREEMENT

A. The terms and conditions of this Agreement shall be effective beginning **January 1st, 2026,** and shall continue in full force and effect through the **30th day of June, 2029**. **All parts of the TA shall be implemented January 1st, 2026, except article 601 B, C, D (Salary) which shall be effective July 1st, 2026.**

B. The provisions of this Agreement are binding on both parties. The Board agrees that all existing policies or regulations that are addressed in this Agreement are superseded and shall be rescinded.

C. Negotiations shall not be reopened prior to seventy-five (75) calendar days before the expiration date of this Agreement unless mutually agreed to by the MSEA and the Board. Either party may cause negotiations to be opened by making notification to the other party in accordance with the procedures contained in this Agreement.

Mansfield Board of Education Mansfield School Employees Association

Board President	Date	President	Date
Superintendent	Date	Contract Chair	Date
Treasurer	Date	Negotiating Team Member	Date
		Negotiating Team Member	Date
		Negotiating Team Member	Date

APPENDIX A
Article II

GRIEVANCE REPORT FORM

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

LEVEL TWO
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

_____ _____
Signature of Aggrieved Date

C. Disposition by Supervisor

_____ _____ Signature of
Supervisor Date

LEVEL THREE
(Submitted to Superintendent)

A. Position of Aggrieved/or Association

_____ _____
Signature of Aggrieved Date

B. Disposition by Superintendent or Designee

_____ _____
Signature of Superintendent or Designee Date

LEVEL FOUR
(Submitted to Arbitrator)

A. Position of Aggrieved or Association

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator

_____ _____

Signature of Arbitrator Date

APPENDIX B
Article VII
Section 707

MANSFIELD CITY SCHOOLS
Mansfield, Ohio

APPLICATION FOR SABBATICAL LEAVE
APPLICATION FOR PAID EDUCATIONAL LEAVE

NAME: _____ DATE: _____

SCHOOL OR DEPARTMENT: _____
BACKGROUND:

A. Number of consecutive years in Mansfield City Schools _____

B. College degree or degrees held _____

C. Length of requested leave _____
(one or two semesters)

D. Date requested leave starts _____
Month Day Year

E. Date requested leave ends _____
Month Day Year

PLANS:

A. Educational _____ Professional _____ Other _____

B. Please attach detailed outline of plans for leave.

_____
Staff Member Signature

_____ Approved _____ Disapproved _____
Superintendent or Designee Date

_____ Approved _____ Disapproved _____
Treasurer for the Board Date

APPENDIX B 1

Article VII ,Section 707

MANSFIELD CITY SCHOOLS
Mansfield, Ohio
Office of the Board of Education
SABBATICAL LEAVE
SALARY NOTIFICATION
CERTIFICATED PERSONNEL

TO _____ _____ 20 __

In accordance with Article VII, you are hereby notified that your part salary for the school year 20 ___ will be $_____. The salary computation found below is based on provisions of the Negotiated Agreement presently in effect in the Mansfield City Schools.

ANTICIPATED SALARY

Training	Here	Experience Other	Base	Base
		____ Teaching ____ Military		

5 Days X Daily Substitute Rate =	_____
55 Days X Daily Substitute Advanced Rate =	_____
Remaining Days X B.A. (zero years) per diem =	_____
Total Substitute Cost =	_____

SUBSTITUTE COSTS

Please contact the Treasurer if you desire to continue your insurance coverage. Sign and return one copy within ten (10) days.

_____ _____
Staff Member Signature Date

_____ _____
Executive Director of Personnel Date

_____ _____
Treasurer Date

APPENDIX C
Article VII
Section 702

MANSFIELD CITY SCHOOLS
Mansfield, Ohio
APPLICATION FOR LEAVE OF ABSENCE

NAME: _____ DATE: _____

SCHOOL OR DEPARTMENT: _____

I hereby request a leave of absence beginning _____
Month Day Year

and ending _____ for the reason checked below.
Month Day Year

_____ Illness
_____ Disability
_____ Parental
_____ Military
_____ Professional
_____ Other Purposes (specify)

_____ I have exhausted all of my accumulated sick leave and request that Board provided insurance(s) be continued in accordance with Section 702 at no cost to myself. (Applies to leave for illness or disability only.)

_____ I desire to continue the Board provided insurance(s) by paying the actual monthly cost to the Treasurer of the Board in accordance with guidelines established by the Treasurer.

Please attach a detailed outline of plan for leave.

_____
Staff Member Signature Date

_____
Principal/Administrator Date

_____
Ex. Dir. Of Personnel Date

___ Approved _____ Disapproved _____
Superintendent Date

___ Approved _____ Disapproved _____
Treasurer for the Board Date

Implemented in Frontline (Do Not Use)

APPENDIX D
Article VII, Section 701

MANSFIELD CITY SCHOOLS
NOTIFICATION FOR USE OF SICK LEAVE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____ Number of Sick Leave Days Requested _____

I hereby certify that sick leave requested for the period beginning
A.M. A.M.
P.M. _____ and ending P.M. _____ is justified
Month Day Year Month Day Year

For the following reason(s):
Check the reason(s) requested for use of sick leave:

_____ 1. Personal illness (includes emergency dental and medical appointments)
_____ 2. Injury
_____ 3. Exposure to contagious disease which could be communicated to others
_____ 4. Reason concerned with immediate family
A. Illness _____ B. Injury _____ C. Death _____
_____ 5. *Funeral of relative or friend NOT covered by #4 above
Name of individual concerned _____
and relationship _____
_____ 6. Disability due to maternity reasons

I hereby verify that sick leave was taken for reason(s) checked.

_____ _____
Signature of Staff Member Signature of Principal/Administrator
To be submitted during the first workday after the conclusion of the use of sick leave.

To be completed when medical attention is required.

_____
Name of Attending Physician

_____ _____
Date(s) Consulted Address of Physician

SPECIAL ACTION BY SUPERINTENDENT OF SCHOOLS:
*5 above: Approved by Superintendent for more than one day: _____

NUMBER OF DAYS APPROVED: _____ _____
Superintendent

APPROVED ____ DISAPPROVED ____ FOR PAYROLL: _____
Superintendent's Designee Date

Implemented in Frontline (Do Not Use) Appendix E

Article VII, Section 703

MANSFIELD CITY SCHOOLS

APPLICATION AND/OR NOTIFICATION FOR USE OF PERSONAL LEAVE

NAME: _____ _____ DATE: _____

Number of Days Personal

SCHOOL OR DEPARTMENT: _____ Leave Requested _____

A.M.

I hereby request personal leave beginning _____ P.M.

A.M.

_____ and ending _____P.M.

Month Day Year

_____.

Month Day Year

I hereby verify the use of personal leave for the reason checked below:

_____ 1. Personal business

_____ 2. Emergency personal business

_____ 3. Special circumstances: a) prior to, or following school vacation (requires Superintendent's approval), b) additional days, c) other reason. A written statement must be attached.

Written requests for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days' notice is not possible, the staff member shall notify the substitute system and the building principal or immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after the conclusion of the leave.

Personal leave shall not be used for shopping, recreation, engaging in other employment for, creating a holiday, or for creating or extending a vacation period. Staff members found abusing personal leave shall be subject to discipline determined by the Board.

_____

Signature of Staff Member

___ Approved ___ Disapproved _____ _____

Principal or Administrator Date

___ Approved ___ Disapproved _____ _____

Executive Director of Personnel Date

___ Approved ___ Disapproved _____ _____

Superintendent (if needed) Date

Implemented in Frontline (Do Not Use)

APPENDIX F
Article VII
Section 706

MANSFIELD CITY SCHOOLS

NOTIFICATION FOR COURT APPEARANCE
EMERGENCY LEAVE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____

I hereby request leave for court appearance beginning _____
Month Day Year

and ending _____ for _____.
Month Day Year ½ Day - Full Day

Note: A copy of the jury duty summons or subpoena must be attached.

_____
Staff Member

_____
Principal/Administrator Date

_____
Superintendent's Designee Date

To be submitted to the immediate supervisor at least 24 hours preceding the start of the leave.

APPENDIX G
Article Ill Section 304

MANSFIELD CITY SCHOOLS
Mansfield, Ohio

SALARY NOTIFICATION
CERTIFICATED P ERSONNEL

To _____ Date _____

In accordance with Section 3319.12 ORC, you are hereby notified that your salary for the school year 20____will be $_____ The salary computation found below is based on provisions of the salary schedule presently established by the Mansfield Board of Education.

SIGN AND RETURN ONE COPY WITHIN TEN DAYS

BASIS OF COMPUTATION

Training	Here	Experience Other	Step	Base
		Teaching Military		

Other Stated Conditions: _____

_____

_____

THE BOARD OF EDUCATION
MANSFIELD CITY SCHOOLS

_____ _____

Staff Member's Signature President

_____ _____

Date Treasurer

IMPLEMENTED VIA Frontline DO NOT USE **APPENDIX H**

MANSFIELD CITY SCHOOLS
APPLICATION FOR ATTENDANCE AT PROFESSIONAL MEETINGS

Date Request Submitted _____

Application is made to attend the following professional meeting: (Check one)

Area _____ State _____ National _____ Other _____

Name of Staff Member: _____

Name of Meeting/Conference: _____

(Documentation Must Be Attached)

To Be Held At: _____

Date(s) to Be Held: _____

(List days; include travel time to and from)

Sponsoring Organization: _____

(PLEASE CHECK REASON (S) FOR ATTENDANCE)

____ 1. District Program Needs ____ 4. I am a participant in the program

____ 2. Building Program Needs ____ 5. I am a delegate to the meeting representing _____

____ 3. I am a member of the organization. ____ 6. Other (Explain) _____

MEETING EXPENSES:

	ESTIMATED	FINAL
1. Registration	$	$
2. Lodging		
3. Meals		
4. Travel-not method used: ____POV ____ mile x ____/Mi		
5. Parking Fee		
6. Miscellaneous Expenses		
Total Expenses		
	$	$

* Must be accompanied with valid receipts

_____ _____

Signature of Staff Member Date

Is Substitute Required? Yes ___ No ___ Check one: ( ) Title I ( ) Special Education ( ) Other

---

I have evaluated this request in terms of the needs of the building/office and recommend that it be:

_____ Approved _____ Disapproved _____

Signature of Principal/Administrator Date

Account # for Expenses _____ Account # for Substitute _____

_____ _____

Signature of Administrator Responsible Date

REIMBURSEMENT FOR FINAL EXPENSES APPROVED

_____ _____

Date Approved Signature of Administrator

Guidelines for Submitting Professional Leave (Back of form)

The following guidelines must be followed for all professional leaves:

All expenses must be estimated on the Professional Leave form before submitting the form to your principal/supervisor for approval or they will not be reimbursed.

Professional leave must be submitted at least 5 days in advance to one of the offices listed below. Many conferences have registration deadlines and fill up very quickly. For this reason, you should submit your professional leave as far in advance as possible.

Special Education professional leaves go to Executive Director of Pupil Services at Raemelton; Title 1 forms go to Title 1 Supervisor, Central Office; Drug Free forms go to DASF Supervisor at Central Office; Career Technology/Adult Education forms go to District Director of Career Technical Programs; athletic leaves and secretary leaves go to Executive Director of Human Resources at Central Office; and regular conference /workshop leaves go to the district Chief Academic Officer.

- **Meeting documentation must be attached to all professional leave forms.** The name of the meeting/conference must be written on the form.
- Write or print the name of the applicant on the form (name/signature must be legible).
- Do not register for the conference in advance of sending professional leave to the appropriate office. The designated office will register you.

- If you are requesting mileage at the district rate per mile, it must be listed on the form. We will only pay for mileage if the mileage distance is listed on the form when the application is made. Mileage should be from your school to the conference/workshop.
- $25 a day for meals will only be paid when the conference/workshop involves an overnight stay and proper receipts are submitted with the pink copy of the Professional Leave Form upon your return. We do not provide lunch money for one-day conferences. Amounts must be listed on the form when submitted for approval.

- Check if sub is needed in the appropriate place on the form. After approval, the building secretary must call the Personnel Office to request a substitute. The building must be prepared to cover classrooms, especially on Mondays and Fridays if substitutes cannot be obtained. Sick leave and personal leave will be covered by the sub service first.

All Professional Leave Forms must be signed by the building principal/department supervisor before sending to the appropriate office specified above.

APPENDIX I
Article VII, Section 705

MANSFIELD CITY SCHOOLS
ASSAULT LEAVE

NAME: _____ DATE: _____

SCHOOL OR DEPARTMENT: _____

Assault leave has been taken in accordance with ORC 3319.143 and Article VII, Section 705, of the Agreement between the Mansfield Board of Education and the Mansfield School Employees Association. _____ day(s) of assault leave was/were taken beginning at _____a.m./p.m. on

_____, 20 ___ and ending at _____a.m./p.m.
Month Day
on _____, 20 ___. Medical attention _____ required.
Month Day was/was not

Nature of disability_____
_____

Staff member is unable to perform duties? [yes/no]
Expected duration of disability _____

If medical attention was obtained or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician _____

Office Address _____

_____

_____
Staff Member Signature

_____ _____
Principal/Administrator Date

_____ _____
Superintendent or Designee Date

APPENDIX J
Article VI
Section 604 A

MANSFIELD CITY SCHOOLS

REQUEST FOR SEVERANCE PAYMENT

NAME: _____ DATE: _____

BUILDING OR DEPARTMENT: _____

I hereby certify that my employment with the Mansfield City Schools was terminated effective _____.
Month Day Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under Article VI, Section 604, of the Board MSEA Negotiated Agreement.

Severance pay will be granted for all of the instructional staff member's accumulated but unused sick leave at 26%. If the staff member has 200 or more days of unused sick leave, at the time of retirement, he/she will be paid severance pay at 30%. Severance pay will be at the per diem rate of the eligible instructional staff member and shall be payable upon the staff member having fulfilled the requirements of this section or at the option of the staff member, January of the succeeding calendar year.

I request payment immediately _____.

I request payment in January of the succeeding calendar year _____.

_____
Signature of Staff Member

Request Approved ____ _____
Signature of Treasurer for the Board Date

APPENDIX K
Article VIII
Section 803 A7

IMPLEMENTED VIA Frontline (DO NOT USE)

MANSFIELD CITY SCHOOLS
NOTIFICATION FOR USE OF MSEA BUSINESS DAYS

Name _____ Date _____

Number of MSEA days
School or Department _____ Requested _____

In accordance with the Board-MSEA Negotiated Agreement, I hereby request MSEA leave

A.M.
beginning _____ P.M. _____
Month Day Year

A.M.
and ending _____ P.M. _____.
Month Day Year

Signature of Staff Member _____

Signature of Principal/Administrator _____

Approved ___ Disapproved ___ _____ _____
MSEA President Date

Approved ___ Disapproved ___ _____ _____
Executive Director of Personnel Date

APPENDIX L
Article IV
Section 406

TO: All Certificated Staff Members

FROM: Executive Director of Personnel

RE: Letter of Intent

DATE: February _____, 20 ____

To assist the district administration and building principals in determining staff assignments for the 20 ___ - 20 ___ school year, I am requesting each certificated person to read through this survey, mark applicable statements and provide any necessary information relative to the marked statement.

Should you wish any of your expressions of intent to remain confidential, please make note of that preference and it will be respected.

Return to the building principal by March 1st, 20 ____.

Thank you for your cooperation in the completion of this form.

PLEASE CHECK ONE OF THE FOLLOWING:

_____ I wish to continue teaching in my current assignment.
_____ I do not wish to be employed for the next school year and am submitting my resignation effective the last day of this current school year. This serves as my official resignation letter.
_____ I am retiring under the provisions of the State Teachers Retirement Act effective the last day of this current school year. By submitting this notice of my retirement date on or before March 1st of this current school year, I shall receive an additional $3,000 payment added to my severance payment for my retirement effective the last day of this current school year.
_____ I plan to ask for a leave of absence (reason) _____.
_____ I am requesting a voluntary transfer in my teaching assignment. I request a reassignment to the following grade level or area: _____.
__X__ Please notify me by e-mail of job openings.

_____ _____
Staff Member's Signature Current Assignment/Building

APPENDIX M
Article IV
Section 401

MANSFIELD CITY SCHOOLS
REQUEST FOR ONE ADDITIONAL EVALUATION

NAME: _____ DATE: _____

SCHOOL OR DEPARTMENT: _____

I hereby request a maximum of one additional evaluation by administrative personnel other than my original evaluator. This one additional evaluation shall be held within ten (10) school days of the request. The Executive Director of Personnel shall assign the evaluator. If approval of the request is not granted, written reasons shall be provided by the Executive Director to the staff member within five (5) school days of the request.

ORIGINAL EVALUATOR(S): _____

REASON FOR REQUEST: _____

_____

_____

_____

EVALUATOR ASSIGNED: _____

SCHEDULE OF EVALUATION: _____

_____
Applicant Signature

_____
Executive Director of Personnel Date

Copies: Staff Member
Principal/Immediate Supervisor
Executive Director of Personnel
Evaluator Assigned

APPENDIX N

Structure of the High School Day

1. The High School day shall be made up of not more than 7 periods a day and not more than 30 minutes of an Advisory period beginning the 2022-23 school year.
    i. **Monday- Catalyst present at High School in the auditorium, Middle School will watch on TV**
    ii. **Tuesday- All students in Auditorium, Administration shall be responsible for leading, Middle School will watch the Broadcast of what is going on in the Auditorium**
    iii. **Wednesday- Same at Tuesday**
    iv. **Thursday- Middle School and High School Staff will work with students in the classroom**
    v. **Friday- NO TY time.**
2. All legal requirements for the awarding of Carnegie credits to students shall be the responsibility of the administration.
3. Department chairs in all areas will be provided a duty period to perform their duties. The teachers in the Department shall nominate 2 department chair candidates, one of these shall be selected by the principal. This shall be done on an annual basis.
4. No teacher shall be required to teach more than 5 periods a day in their certified area. Unless otherwise described in this document.
    a. Teachers shall also do:
        i. 1 period a day for Core Subject Teachers (Math, English, Science, SS)
            1. Intervention, tutoring, remedial, or enrichment assistance with students in the teacher's area of certification. This shall be a non-graded class:
                a. Collaborating with other teachers to improve, teaching, & learning.
                b. Professional development to improve teaching & learning.
                c. Collaborating with stakeholders.
            2. Or 1 period of duty. Duties may include anything that does not require the teacher to teach an additional class.
                a. Monitor a study hall
                b. Contacting parents of students on the teachers teaching roster
                c. Cafeteria duty
                d. Monitoring hall, restroom, parking lot, etc. areas.
                e. Department Chairs shall use this to complete dept. chair duties.
                f. Duties aligned with the school improvement goals.
            3. And 1 prep period- which shall be the equivalent of 1 class period, but not to be less than 40 consecutive uninterrupted minutes every day.
5. A teacher may volunteer to teach a sixth (6th) period in lieu of a duty assignment at no additional compensation. If no volunteers are identified, a teacher may be assigned to a sixth (6th) teaching assignment and compensated at one-sixth (1/6) annual salary (teaching contract of 184 days).
6. No sixth (6th) teaching assignment will be assigned if there are teachers on a Recall List, certified in that area, according to article 405, unless the person on the recall list refuses.

Appendix O

Mansfield City Schools
Mansfield, Ohio

Application for Donation to Sick Leave Bank

Employees Name: _____

Date: _____

School/ Department: _____

I hereby request to donate one day of my sick leave to the Sick Leave Bank.

_____ I am a Certified staff member (Teacher)

_____ I am an Education Support Professional (Support staff)

_____ Yes, I do want to participate in the sick leave bank.

_____ No, I do not want to participate in the sick leave bank.

By checking yes, I authorize the Treasures office to deduct one day of sick leave from my accrued sick leave.

_____

Signature of Staff Member

*Form must be turned into the MSEA President or designee before October 1st.

Mansfield City Schools Appendix P
Mansfield, Ohio
Application to withdraw from Sick Leave Bank

Employees Name _____

School/Department _____

I am a member of Sick Leave Bank Yes _____ No
I am requesting sick leave for ____ Myself _____ Spouse/Child/Parent
I have used all of my accrued sick leave, personal leave, vacation time, or compensation time.
_____Yes _____ *No
*If no you are not eligible for days to withdraw days form the Bank

The reason for this request is: _____ Catastrophic illness
_____ Long-term chronic illness
_____ Required Surgical procedure
_____ Serious Accident or injury requiring extended rehabilitation
_____ Chronic personal illness
Signature of physician or medical doctor and date

_____

Signature Date Printed name & phone number

I am requesting that as a member of the Sick Leave Bank I withdraw days starting

_____ and ending _____ (if known, may be filled in at a later date) to be no later than 20 days for a Spouse/Child or 40 days if employee is the reason for the request.
Month Day Year Month Day Year

_____ _____
Signature of Staff Member Date Signature of MSEA President or Designee Date

_____
Signature of Treasurer Date

Appendix Q
Article 307

Waiver for STRS Retiree

In consideration of the decision of the Mansfield City School District to employ me following my service retirement, and in consideration of the benefits which will otherwise accrue to me as a result of such retirement, I understand and agree that the terms of my employment and compensation will differ from that of other bargaining unit members and acknowledge that I have been provided information describing the terms of my employment and compensation as an STRS retiree at Mansfield City School District.

I understand that the terms of my employment and compensation as an STRS retiree at Mansfield City School District may involve the relinquishment of rights and benefits to which I might otherwise be entitled pursuant to Sections 124.39, 3317.12, 3317.14, 3319.07, 3319.08, 3319.081, 3319.083, 3319.084, 3319.11, 3319.111, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16, 3319.17 of the Ohio Revised Code and other applicable provisions of law.

I hereby voluntarily WAIVE AND RELEASE any claims concerning the above-described rights and benefits which I might have against the Mansfield City School District, the Mansfield School Employees Association (MSEA), or the officers' employees, or agent of either, past or present, including but not limited to any claims for age discrimination arising under the Ohio age discrimination laws, the federal age discrimination law (the Age Discrimination in Employment Act or "ASWA"), or a municipal ordinance.

I understand that the Mansfield City School District recommends that I consult with an attorney before signing this Addendum. I understand that I may revoke this Addendum within seven (7) calendar days after signing it, and that in order for this revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh day after I have signed this Addendum.

I also understand that by law, I am allowed twenty-one (21) calendar days to review this Addendum before signing it. However, I am hereby voluntarily RELEASING AND WAIVING my right to this 21-day review period. I am NOT, however, waiving my right to revoke this Addendum 7 days after signing it, as described above.

_____

Signature Date

Appendix R

Mansfield City School Board of Education
And
Mansfield School Employees Education Association Retirement
Incentive program

1. A retirement incentive payment will be made to each qualified bargaining unit member who retires from active service with the provision of this Memorandum. A qualified bargaining unit member is someone who:
    a. Has completed the 2006-2007 district school year.
    b. Is eligible to retire under the State Teachers Retirement System (STRS) guidelines prior to the start of the 2007-2008 school year and, c. Has not retired as of the effective date of this agreement and.
    d. Has notified the District Treasurer by February 1, 2007 of his/her intent to voluntarily retire prior to the start of the 2007-08 school year.
    e. Has provided official documentation from the STRS reflecting an official retirement date prior to the start of the 2007-2008 school year.
2. If thirty (30) qualified bargaining unit members submit their letters of intent to retire before February 1, 2007, the member will be paid, in addition to the severance payments described in Article 604, retirement payments in the amount of 24% of the bargaining units members accumulated but unused sick leave at the members per diem rate. This payment will be deposited in a 403 (B) annuity account with one of the companies the district offers for these services.
3. Payment for severance shall be paid in accordance with Article 604. The incentive shall be paid in July 2008. No direct deposits will occur.
4. If the appropriate number (30) of unit members submit he required documentation listed in section 1 of this document to the Executive Director of Human Resources by February 1, 2007 the incentive payment shall be approved for all qualified members. If fewer than thirty (30) members submit their letters of retirement to the Human Resource Department prior to February 1, 2007, the Board may elect not to offer the incentive payment. If the incentive3 payment is not offered, members who have submitted their letters of retirement will be given the opportunity to rescind their intent to retire and continue their active employment with the district, or elect to retire without regard to the conditions of the incentive.
5. Any retirement incentive payments due to a bargaining unit member, who dies after the commencement of STRS retirement but before receiving all retirement all retirement incentive payments payable under this Memorandum, will be paid to the member's beneficiary or estate.

_____ _____

Mansfield Board of Education Date MSEA Date

Appendix S
HS Course Selection

Memorandum of Understanding between the Mansfield School Employees Association and the Mansfield City School District

This memorandum is executed on April of 2009 by and between the Mansfield School Employees Association ("hereinafter the Association") and the Mansfield City School District (hereinafter the "Board").

Whereas, the Association and the Board have agreed that academic stakeholders shall have their concerns and recommendations regarding scheduling of classes at the high school heard and valued, and:

NOW, THEREFORE, BE IT RESOLVED, that the Board and the Association agree as follows:

A) In collaboration with the administration, the high school counselors will provide each department with the number of sections required as determined by student registration as of April 15th.

B) The department chairs shall schedule a meeting of all involved staff members to discuss class assignments. The selection process shall be as follows:

   a. Each department shall meet to work out what sections each individual in the department shall teach. If everyone in the department cannot agree upon selection of sections by April 20th the process outlined in letter 2(b) of this documented, shall be followed.

   b. Beginning with the most senior staff member, each teacher shall select two (2) sections, for which he/she is properly certified/licensed, followed by the next senior teacher until all have chosen two (2) sections, for which he/she is properly certified/licensed. Another round of selections shall follow, using the same procedures (select 2 sections). The final selection shall then take place, with each teacher selecting his/her final section, for which he/she is properly certified/licensed.

   c. Once all selections have been determined, individual members may, if both parties are in agreement, trade a section or sections, before the finalized list is provided to administration.

   d. The final selection of selection of sections shall be provided to the building administrator no later than April 25th..

C) If student enrollment in a section goes below 12 students, the administration reserves the right to modify staff section(s). If the administration has to modify a teacher's section(s), (based on student enrollment falling below 12 students) that section(s) shall be closed for that year.

D) Staff members who are rated Ineffective in their most recent teacher evaluation shall not be eligible to participate in Appendix T. Instead the principal shall participate in the selection process outlined above and select in the place of any staff member rated Ineffective. Only classes the staff member is fully certified/licensed in may be selected for them to teach.

No part of this MOU shall superseded or modify Section 302 or Section 402 of the Negotiated Agreement.

It is agreed to suspend this MOU until June 1, 2014, when it will be reinstated. While this MOU is suspended the above process will be followed, but the building principal/superintendent will have the final say in course selection(s).

Appendix T-Walkthroughs/Informal Observations

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Appendix U-2- Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**			
Mark Domain Area(s): ☐ Focus for Learning ☐ Knowledge of Students ☐Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**			
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)			
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Appendix V – Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed ☐ Jointly Developed ☐Evaluator Guided

(Skilled) (Developing) (Accomplished)

Choose the **Domain(s)** aligned to the goal(s).

☐Focus for Learning
☐Knowledge of Students
☐Lesson Delivery
☐Classroom Environment
☐Assessment of Student Learning
☐Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Appendix V-2 Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Appendix V3 Pre-Conference Planning Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

PROFESSIONALISM- PROFESIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Appendix V4- Teacher Performance Rating Definitions

In accordance with Ohio Revised Code 3319.112, the rubric describes four levels of teacher performance. Each performance rating can also be described in more general terms as a holistic rating of teacher performance:

Ineffective: This rating indicates the teacher fails to demonstrate minimum performance expectations.
A rating of Ineffective indicates the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support.

Developing: This rating indicates the teacher is working to utilize his or her growing knowledge and skills.
A rating of Developing indicates the teacher demonstrates competency in some of the teaching standards but needs improvement in others. The teacher attempts to meet the needs of the whole group, The Developing teacher is in the process of refining his or her skills and abilities. The teacher strives to improve his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur.

Skilled: This rating is the rigorous and expected performance level.
A rating of Skilled indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The Skilled teacher integrates knowledge, skills and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The Skilled teacher demonstrates purposefulness, flexibility and consistency.

Accomplished: This rating is the highest level of achievement.
A rating of Accomplished indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The Accomplished teacher uses a strong foundation of knowledge, skills and abilities to innovate and enhance their classroom, building and potentially the profession. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school, building or district through the development and support of colleagues. The Accomplished teacher is a leader who empowers and influences others.

Appendix W

EDUCATOR SUPPORT PROGRAM

I. OBJECTIVE

To ensure all participants receive high-quality professional development that supports and assists their professional growth.

II. SELECTION AND APPOINTMENT

A. Educator Support Team — shall be made up one PreK to 3 teacher, one 4 to 6 teacher, one 7 to 8 teacher, one 9 to 12 teacher, one special education teacher, one teacher to be chosen at-large and 2 administrators. Their task shall be to oversee all aspects of the Educator Support Program as adopted by the Mansfield City Schools.

B. Educator Support Coordinator - shall be a certified person who is an association member. Their task shall be to oversee all participants of the Educator Support Program and act as a liaison between program participants and the superintendent or designee.

C. Mentor — shall be an experienced person qualified by Ohio Department of Education training who has a similar job assignment, whenever feasible, and professional expertise, who will provide professional support and assistance to a fellow teacher.

D. Licensure Client — shall be a certified person who under Ohio Department of Education licensure may require an assigned mentor.

E. Induction Client — is a certified person, newly hired by the Mansfield City Schools, who has had previous work experience in his/her field.

F. Peer Assistance and Review Client - shall be a certified person with experience in the profession of teaching who requires or requests assistance and support in their professional development.

III. PROVISION

All program participants shall be given on-going support from the Superintendent, Central Office Personnel, Building Principals, Supervisors and appropriate Department Chairpersons.

G-2-A

EDUCATOR SUPPORT TEAM

I. OBJECTIVE

Members of the team shall coordinate opportunities for high quality professional development and assure on-going support and accountability for program participants.

II. SELECTION AND APPOINTMENT

A. Members shall be chosen from Ohio Department of Education trained persons, from persons willing to become Ohio Department of Education trained or from persons recommended by the current committee.

B. Prospective members shall:

1. Fill out an application form (see Appendix).
2. Have been recommended by an administrator or principal currently employed by the district, under whom the person has worked.
3. Participate in an interview conducted by current members of the team.
4. Be chosen by majority vote of the current team members.
5. Be chosen by majority vote of the MSEA building representatives.

C. Membership shall be on a rotating schedule comprised of three year terms, with members designated from each of the categories listed in the definition of participants. Members may serve again on the team following one year of nonmembership on the team. A team member may serve two consecutive terms.

III. PROVISIONS

A. The team shall:

1. Have preferred access to a professional development site. This site shall contain: current technology, telephone, filing cabinets, copier (or use of one), chairs, conference table(s), general office supplies, and access to a larger room.
2. Work in conjunction with the contractual district committees, the Educator Support Coordinator and the Superintendent or designee.
3. Be given a supplemental contract according to Article 603 — F (or)
    a. Have the option of accepting a stipend equal to the cost of 3 graduate credit hours from Ashland University.

IV. ORGANIZATION AND RESPONSIBILITITES

A. The Educator Support Team shall:

1. Have members who will serve on sub committees which will be responsible for each of the three programs.
    a. Licensure
    b. Induction
    c. Peer Assistance and Review
2. Have members assigned as a liaison between client/mentor pairs and the team.

B. The Educator Support Team shall be responsible for:

1. Selection of Mentors
    a. Review of application packet
    b. Interview of prospective mentors
    c. Notification of mentors
2. Selection of team replacements
3. Orientation of program participants

4. Responding to an unsatisfactory review shared by either the mentor or client. The Mentor/Client Resolution Form (See Appendix) shall be the vehicle used for referral.
5. Overseeing, preparation, and distribution of any forms and the evaluation tools to be used by the mentors, clients, principals and the committee.
6. An annual evaluation, revision and future planning of the program.
7. Attend meetings and Educator Support Program events at a 75% rate of attendance
    a. If attendance shall fall below this level, the program coordinator will bring the matter before the committee.

G-3-A

EDUCATOR SUPPORT COORDINATOR

I. OBJECTIVE

To coordinate with the Educator Support Team and the Superintendent or designee to ensure that all program participants receive high quality professional development that supports and assists their professional growth,

II. SELECTION AND APPOINTMENT

A. This position will be filled annually at the discretion of the Administration and Board of Education.
B. Must be an Ohio Department of Education trained mentor
    1. Be a member of the Mentor Committee as set up in this Educator Support Program document.

III. PROVISIONS

A. The selected staff member shall:
    1. Report directly to the superintendent or designee.
    2. Be given release time as needed in order to visit and/or observe program participant's classrooms.
    3. Be given a supplemental contract according to Article 603-F.
    4. Be assigned any extra clients not covered by the mentors.
        a. If this situation should arise, there shall be a meeting between the superintendent, the MSEA president or designee and coordinator to establish release time to address mentoring needs.

IV. RESPONSIBILITIES

A. The selected staff member shall:

1. Act as a liaison between the Educator Support Team and the superintendent or designee
2. Convene and chair the Educator Support Team on a per need basis and plan for current and following school year's programs. This would include securing and coordinating any necessary professional developments or orientations.
   a. Have official minutes of the meetings typed, when necessary. The administration will provide secretarial services.
3. Implement the program in collaboration with the standards outlined by the Ohio Department of Education
4. Actively participate in local, regional and state professional development regarding the program
5. Coordinate with the superintendent or designee to develop a pool of Ohio Department of Education trained mentors within the Mansfield City Schools.
6. Coordinate and communicate necessary information by the mandated deadlines to the Ohio Department of Education regarding the program and participants.
7. Track attendance of team members, mentors and clients at all Educator Support Program events.
8. Coordinate mentors with ongoing training and support for professional growth.
   a. Coordinate assignments for missed ongoing training sessions
9. Create, copy, and disseminate all communication necessary for the operation of this program including building permits and professional development opportunities to district employees.
10. Communicate and distribute proper paperwork to the Treasurer's Office to ensure the Educator Support Team and Mentors are paid.
11. Communicate to and welcome program participants before the beginning of the school year.
12. Conference with program participants if difficulties arise in mentor/client relationships.
13. Communicate with proper personnel if program participants do not have sufficient supplies, teaching resources, have schedule conflicts, or other problems.
14. Update and maintain a handbook that is used in the operation of this program.

G-4-A

MENTOR

I. OBJECTIVE

A. mentor will support and assist a client in their professional growth

II. SELECTION AND APPOINTMENT

A. The prospective Mentor shall:

1. Fill out an application form (see Appendix)
    a. Demonstrate an ability to communicate in written form.
    b. Demonstrate an ability to give and accept constructive criticism.
    c. Demonstrate an ability to sustain a helping and confidential relationship with a peer.
    d. Demonstrate understanding of the Ohio Standards for the Teaching Profession.
    e. Demonstrate effective organizational skills.
2. Have been recommended by an administrator or principal currently employed by the district, under whom the person has worked
3. Participate in an interview conducted by current members of the Educator Support Team
    a. Demonstrate an ability to communicate orally
    b. Demonstrate a positive attitude toward improving education and the Mansfield City Schools by participating in professional growth and activities to help achieve the goals and objectives of the Mansfield City Schools
4. Be chosen by a majority vote of the current team members

B. The selected Mentor shall:

1. Complete the ODE required mentor training and become part of the Mansfield City Schools mentor pool.
2. Be a teacher with experience, located at the same job site and with a similar job assignment as that of the prospective client, whenever possible
3. Be assigned a client from any of the three program tiers: licensure, induction or peer assistance and review as needed.

III. PROVISIONS

A. The Mentor shall:

1. Be given a supplemental contract according to Article 603 — F, when assigned a client and be granted up to 3 continuing education units from the Local Professional Development Committee at the completion of the school year (or)
    a. Have the option of accepting a stipend equal to the cost of 3 graduate credits from Ashland University.
    b. If a mentor is assigned for a portion of the year, pay or credit hours granted shall be pro-rated.
2. Only be assigned one client. If needed, an additional client may be assigned with mentor consent.
3. Be given opportunity to consult with the client on a regular basis with adequate time during the instructional day. Time not to exceed (5.5) days per mentor/client team during a school year, may be scheduled by a Mentor for observation. The client shall be strongly urged to use one of these days to observe a teacher or program outside of their work site.

4. Be provided the opportunity to meet with the committee if he/she feels a problem exists. This meeting shall follow completion of the Mentor/Client Resolution Form. (see Appendix)

IV. RESPONSIBILITIES

A. When assigned a client the Mentor shall:

1, Orient their client to the procedures and policies of the specific school and the Mansfield City Schools as listed in the Orientation Check Sheet (see Appendix).
2. Demonstrate commitment to advance the professional learning and practice of the client.
3. Design and facilitate professional development for their client.
4. Create and foster positive learning environments for their client.
5. Support the client with instructional and assessment practices.
6. Develop as leaders and learners through professional growth.
7. Complete required program.
8. Attend all mentor(s) training/update sessions.
9. Attend orientation of mentors.
10, Attend orientation of clients.
11. Meet during the year with the member(s) of the Educator Support Team as needed to report the progress of the mentor/client relationship.
12. Attend scheduled professional development, whose emphasis will be on current educational topics.
13. Use some of the 5.5 days assigned to the Mentor/Client team in the observation of the client within the classroom.
14. Meet with his/her client in order to complete program requirements
15. Provide a confidential, positive and open line of communications with the client.
16. See that observations are made in a positive, non-threatening manner and are never to be used as a district evaluation tool.
17. Attend the end of the year meeting to evaluate the program and sign all Mansfield City Schools and Ohio Department of Education required materials.
18. Follow established committee timeline

B. When not assigned a client, a Mentor may earn continuing educational unit(s) by:

1. Attending all mentor training/update sessions
2. Attending orientation of mentors
3. Attending orientation of clients
4. Attending scheduled professional development, with emphasis on current educational topics.

G-5-A

LICENSURE CLIENT

I. OBJECTIVE

To orient and assist an entry year teacher hired by the Mansfield City School so that the employee may have a positive experience as he/she begins service to the district. Our desire is that the initial teaching experience will be one that will promote a sense of identity, fulfillment, and dedication to the teaching profession.

II. SELECTION

A. The Licensure Client shall:

1. Be a teacher new to the profession of teaching who is hired by the Mansfield City Schools.

III. PROVISIONS

A. The Licensure Client shall:

1. Be provided with a mentor for the school year in which they were hired to assist in acclimation to the building, job assignment, district, community and the teaching profession.
2. Be provided with a training meeting to in-service in the following areas: Policies, Programs, Procedures, Services and Testing.
3. Be given information about the system. This is found on the Employee Orientation Check Sheet (See Appendix). The Mentor shall provide the orientation.
4. Be observed by the mentor.
5. Be provided support and encouragement to:
    a. establish a classroom which will promote a warm, supportive, work oriented atmosphere.
    b. develop skills and strategies which promote independent learning and thinking.
    c. develop skills and strategies which promote positive self-concepts and disciplines.
    d. Formulate expectations and plan for individual differences of students.
    e. Improve skills related to: management tasks, instructional skills, and classroom management.
    f. Observe other exemplary school programs.
6. Be provided assistance by the team to resolve conflicts or concerns dealing with client/mentor relationship.

IV. RESPONSIBILITIES

A. The Licensure Client shall:

1. Attend training/orientation of mentors/clients.
2. Attend the new teacher orientation and the opening staff activities
3. Attend a training session on policies, programs, procedures, services and testing.
4. Attend all mentor committee sponsored activities.
    a. If unable to attend, client will complete assignments given by coordinator or coordinator designee.

5. Maintain an open line of communication with the mentor.
6. Be receptive to observations of Mentor.
7. Meet for a minimum of one hour with the mentor each week after school during September and October. During the remaining months 2 hours of face to face meeting each month are required. (1 mentor/client meeting and the 2nd attending after school seminars with the entire group. The remaining weeks, an informal contact should be made.
8. Be receptive to the positive, non-threatening suggestions provided by the mentor.
9. Be given opportunity to consult with the Mentor on a regular basis with adequate time during the instructional day. Time not to exceed (5.5) days per mentor/client team during a school year, may be scheduled by a Mentor/Client for observation. A concerted effort shall be made to provide the same substitute for the mentor's class. The client shall be strongly urged to use one of these days to observe a teacher or program outside of his/her work site.
10. Assist the evaluation of the program at the end of the year.
11. Follow established committee timeline

INDUCTION CLIENT

I. OBJECTIVE

To orient and assist the teacher newly hired by the Mansfield City Schools so that the employee may have a positive experience as he/she begins service to the district.

II. SELECTION

A. A newly hired teacher with previous teaching experience.

III. PROVISIONS

A. The Induction Client shall:

1. Be provided with a mentor for a period of one year to assist in acclimation to the job site, district, job assignment and the community.
2. Be provided with professional development in the following areas: Policies, Programs, Procedures, Services and Testing
3. Be given information about the school system. This is found on the Employee Orientation Check Sheet.
4. Be provided the opportunity to meet with the mentor as needed to receive appropriate support and assistance.
5. Be given up to 3 continuing education units.
6. Be provided assistance by the team to resolve conflicts or concerns dealing with client/mentor relationship.

IV. RESPONSIBILITIES

A. The Induction Client shall:

1. Attend new teacher orientation and opening staff activities.
   a. Complete a professional development needs self-assessment
2. Attend the training sessions on district policies, programs, procedures, services and testing.
   a. If unable to attend, client will complete assignments given by coordinator or coordinator designee.
3. Meet with mentor early in the school year and thereafter as needed, to review items found on the Employee Orientation Check Sheet.
4. Meet with mentor monthly to be provided with appropriate support and assistance.
5. Maintain an open line of communication with mentor.
6. Assist in the evaluation of the program at the end of the year.
7. Be required to attend all professional development opportunities provided by the Educational Support Program based on client's self-assessment.
8. 8. Follow established committee timelines

G-7-A

PEER ASSISTANCE AND REVIEW CLIENT

I. OBJECTIVE

To support and assist a certified person with experience in the profession of teaching who requires or requests assistance and support in their professional development. Difficulties may include, but are not limited to the improvement of skills related to management tasks, instructional skills and classroom management.

II. SELECTION

A. The evaluation instrument may not be used to recommend an employee for this program.

B. The Peer Assistance and Review Client may:

1. Become a part of the program by self-nomination in order to accomplish his/her the goals and objectives or job targets determined through personal, self- evaluation.
2. Accept the verbal suggestion of the principal or supervisor to use the Educator Support Program in order to accomplish job targets.
3. Have the opportunity to discuss the resources available through the Educator Support Program with a member of the Educator Support Team.
4. Choose to become or not to become involved in the program.

III. PROVISIONS

A. The Peer Assistance and Review Client shall:

1. Have the right to re-apply for support and assistance in the future if he/she has to drop out for reasons beyond his/her control.

2. Be provided a mentor for a maximum of one year. This mentor shall be from a similar job assignment or job site if possible.
3. Meet with the mentor early in the school year and thereafter as needed to do a self-assessment and set goals to accomplish through the Educator Support Program.
4. Be observed (and aided) by the mentor.
5. Be provided with a follow-up conference during which the mentor and Peer Assistance and Review Client will cooperatively set area(s) to be addressed and propose means of assistance in these area(s).
6. Be provided assistance by the team to resolve conflicts or concerns dealing with client/mentor relationship.
7. Be given up to 3 CEU's for participation as a Peer Assistance and Review Client.

IV. RESPONSIBILITIES

A. The Peer Assistance and Review Client shall:

1, Implement in some manner suggestions made by the mentor.

2. Demonstrate changes in technique in areas in which were cooperatively selected by the mentor and client.
3. Meet with the mentor, principal, or team as needed or requested.
4. Maintain an open line of communication with the mentor.
5. Assist in the evaluation of the Educator Support Program at the end of the year.
6. Be required to attend all Educator Support Team sponsored activities.

Appendix

The following pages are to be used during the operation of the Educator Support Program, These pages should be considered working documents that the Educator Support Team can change dates and deadlines as needed.

List of Forms:

1. Educator Support Team Application Form
2. Mentor/Client Resolution Form
3. Mentor Application Form
4. Mentor Document Checklist
5. Intent to Participate Form
6. End of Year Verification Form
7. Employee Orientation Check Sheet



MCS Educator Support Program
Educator Support Team Application

This application is due_____ to a current member of the Educator Support Team.

Name:

_____

Home Address:

_____

Day Phone: _____ Evening Phone: _____

Can we contact you via text messaging on a cell phone: C] Yes ☐ No

Cell Phone:

_____

Ohio Department of Education Licensure(s) held (include the type, 5yr prof.):____

_____

_____

_____ Building in MCS: _____

_____ Teaching Assignment: _____

Prior teaching assignments:_____

_____

_____

over

Have you ever been an official mentor (praxis/entry year teacher mentor)? ☐ No Yes
— How many years? Number of people? _____

Have you ever been in an unofficial mentoring role?
☐ No l] Yes - How many years? Number of people? _____ Describe what type of mentoring this unofficial role consisted of: _____

_____

_____

Please submit a letter to the committee that addresses the following:

--Strengths you would bring to the committee

--Relevant experiences

--Ideas that you have for the program

Signature: _____ Date: _____

The final page needs completed by an administrator or principal currently employed in the district, under whom you have worked

****

Below this line is for current team member use only:

Signature of team member that application was submitted to: _____

Date application was received by team member: _____

Time the application was received by team member: _____

Candidate appointed: ____No ___ Yes Date:_____

Candidate's committee position: _____

Candidates length of term: _____



MCS Educator Support Program
Educator Support Team Application

Administrator or Principal Recommendation

This form is due _____, to a current member of the Educator Support Team.

Name of Team Candidate: _____

Administrator or Principal filling out this recommendation: _____

Please indicate the level that you feel this candidate portrays in regards to the following ODE Mentor Standards:

	Not Likely	Likely	Highly Likely
Candidate demonstrates commitment to advance the professional learning and practice of educators			
Candidate is capable of designing and facilitating development for educators			
Candidate is capable of creating and fostering a positive learning environment for educators			
Candidate supports educator's instructional and assessment practices			
Candidate demonstrates willingness to develop as a leader and learner through professional growth			

_____
Administrator or Principal Signature:

Below this line is for current team member use only:

****

Signature of team member that application was submitted to:

_____

Date application was received by team member: _____
Time the application was received by team member: _____

MCS Educator Support Program
Educator Support Team Application

May 2022

Dear Applicant,

The Mansfield City School's Educator Support Program is beginning the application phase of filling open positions on the Educator Support Team. The application has three parts: application, letter to the committee and administrator/principal recommendation.

All aspects of this application are due _____ , to a current member of the Educator Support Team.

The following is an excerpt from the union contract regarding what the MCS Resident Educator Committee's role entails:

IV. ORGANIZATION AND RESPONSIBILITITES

A. The Educator Support Team shall:

1. Have members who will serve on sub committees which will be responsible for each of the three programs.
    a. Licensure
    b. Induction
    c. Peer Assistance and Review
2. Have members assigned as a liaison between client/mentor pairs and the team. B.

The Educator Support Team shall be responsible for:

1. Selection of Mentors
    a. Review of application packet
    b. Interview of prospective mentors
    c. Notification of mentors
2. Selection of team replacements
3. Orientation of program participants
4. Responding to an unsatisfactory review shared by either the mentor or client. The Mentor/Client Resolution Form (See Appendix) shall be the vehicle used for referral.
5. Overseeing, preparation, and distribution of any forms and the evaluation tools to be used by the mentors, clients, principals and the committee.
6. An annual evaluation, revision and future planning of the program.
7. Attend meetings and Educator Support Program events at a 75% rate of attendance
    a. If attendance shall fall below this level, the program coordinator will bring the matter before the committee.

Anyone having questions regarding this application process should contact a current member of the Educator Support Team.

Sincerely,
MCS Educator Support Team



MCS Educator Support Program
Mentor/Client Resolution Form
Name of Concerned: _____

Name of Client/Mentor: _____

Date: _____ Evening Phone: _____

Nature of your concern: _____

_____ _____

Signature: Date: Please submit this form to the Educator Support Program Coordinator

****

Coordinator use only: Date received by coordinator: _____
1st step — committee team member assigned to pair: _____ Date: _____
2nd step - date of committee team member visit: _____
3rd step — further action needed: _____
Additional notes regarding this resolution: _____

_____

_____

MCS Educator Support Program



MCS Educator Support Program
Mentor Application

This application is due by_____ to a current member of the Educator Support Team.

Name: _____

Home Address: _____

Day Phone: _____ Evening Phone: _____

Can we contact you via text messaging on a cell phone: ___Yes ___No
Cell Phone: _____

Ohio Department of Education Licensure(s) held (include the type, 5yr prof.):_____
_____

_____

_____ Building in MCS: _____

_____Teaching Assignment: _____

Prior teaching assignments:_____
_____

_____

over

Have you ever been an official mentor (praxis/entry year teacher mentor)?

___ No __ Yes — How many years? Number of people? _____

Have you ever been in an unofficial mentoring role?
___No ___ Yes — How many years? Number of people? _____Describe what type of mentoring this unofficial role consisted of: _____

_____

_____

Please submit a letter to the committee that addresses the following:

*Strengths you would bring to the committee

*Relevant experiences

*Ideas that you have for the program

Signature: _____ Date: _____

The final page needs completed by an administrator or principal currently employed in the district, under whom you have worked.

Below this line is for current team member use only:

Signature of team member that application was submitted to _____
Date application was received by team member _____

Time the application was received by team member: _____

Candidate appointed: ___ No ___Yes Date: _____
Candidate's committee position: _____
Candidates length of term: _____



MCS Educator Support Program
Mentor Application

Administrator or Principal Recommendation

This form is due _____ to a current member of the team committee.

Name of Mentor Candidate: _____

Administrator or Principal filling out this recommendation:

_____

Please indicate the level that you feel this candidate portrays in regards to the following ODE Mentor Standards:

	Not Likely	Likely	Highly Likely
Candidate demonstrates commitment to advance the professional learning and practice of educators			
Candidate is capable of designing and facilitating professional development for educators			
Candidate is capable of creating and fostering a positive learning environment for educators			
Candidate supports educator's instructional and assessment practices			
Candidate demonstrates willingness to develop as a leader and learner through professional growth			

Administrator or Principal Signature: _____

Below this line is for current committee member use only:

****

Signature of team member that application was submitted to:_____

Date application was received by team member:_____

Time the application was received by team member:_____

MCS Educator Support Program
Mentor Application

Dear Applicant,

The Mansfield City School's Educator Support Program is beginning the application phase of acquiring mentors. The application has three parts: application, letter to the committee and administrator/principal recommendation.

All aspects of this application are due _____ to a current member of the Educator Support Team.

The following is an excerpt from the union contract regarding what the MCS Mentor's role entails:

IV. RESPONSIBILITIES

A. When assigned a client the Mentor shall:

1. Orient their client to the procedures and policies of the specific school and the Mansfield City Schools as listed in the Orientation Check Sheet (see Appendix).
2. Demonstrate commitment to advance the professional learning and practice of the client.
3. Design and facilitate professional development for their client.
4. Create and foster positive learning environments for their client.
5. Support the client with instructional and assessment practices.
6. Develop as leaders and learners through professional growth.
7. Complete required program.
8. Attend all mentor(s) training/update sessions.
9. Attend orientation of mentors.
10. Attend orientation of clients.
11. Meet during the year with the member(s) of the Educator Support Team as needed to report the progress of the mentor/client relationships.
12. Attend scheduled professional development, whose emphasis will be on current educational topics.
13. Use some of the 5.5 days assigned to the Mentor/Client team in the observation of the client within the classroom.
14. Meet with his/her client in order to complete program requirements
15. Provide a confidential, positive and open line of communications with the client.
16. See that observations are made in a positive, non-threatening manner and are never to be used as a district evaluation tool.
17. Attend the end of the year meeting to evaluate the program and sign all Mansfield City Schools and Ohio Department of Education required materials.
18. Follow established committee timeline

B. When not assigned a client, a Mentor may earn continuing educational unit(s) by:

1. Attending all mentor training/update sessions
2. Attending orientation of mentors
3. Attending orientation of clients
4. Attending scheduled professional development, with emphasis on current educational topics.

Anyone having questions regarding this application process should contact a current member of the team.
Sincerely,
MCS Educator Support Team

Mansfield City Schools

MCS Mentor Document Checklist



Name:
_____

_____ MCS Application of Interest

_____ MCS Information sheet

_____ ODE Resident Educator Training (RE-I) Certificate

_____ ODE certified mentor training Certificate

_____ ODE Facilitator Training Certificate

_____ ODE License number: _____

_____ Classroom experience in last 5 years_____ (Y) _____ (N)

_____Mentor Goals/MCS IPDP

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

LPDC Date approved_____
LPDC Date Renew_____

Mansfield City Schools

MCS Mentoring Program
Intent to participate: (check program that applies to you)
__Induction
__ Licensure (This includes visiting teachers)
__Resident Educator - Year 1
__Resident Educator - Year 2
__Resident Educator — Year 3 RESA
__Resident Educator - Year 3 NON RESA
__Resident Educator — Year 4 RESA
__Resident Educator — Year 4 RESA completed
__Mentor (IM and RE-I)/Facilitator (additional online training)

The contact information will be used by the coordinator and program participants as a means of contact throughout the year.
Name: _____

Home Address: _____

City: _____ Zip Code: _____

Day Phone: _____ Cell Phone: _____

Can we contact you via text messaging on a cell phone: Yes No

Current Building in MCS: _____

Current Teaching Assignment: _____

Signature: _____ Date: _____

Mansfield City Schools

MCS Educator Support Program End of Year Verification Form School Year:

Participant Name:_____

Select which program you participated in: ___Licensure
___Induction
___Resident Educator Year 1
___Resident Educator Year 2
___ Resident Educator Year 3
___ Resident Educator Year 4

MCS Building: _____

Teaching Assignment: _____

Mentor/ Facilitator Name: _____

a Completed all program requirements D

Failed to complete all program requirements Participant needs to:

Mentor Signature: _____ Date: _____

Coordinator Signature: _____ Date: _____

Original on file with coordinator

Copy of form sent to: Participant Mentor State and Federal Programs

Educator Support Program Employee Orientation Checklist

Client: _____

Mentor: _____

	ITEMS FOR ORIENTATION (instructions per item may change per building)	TOPIC Covered Yes / No	Date Covered
1	Additional assignments or duties	Yes / NO	
2	Adopted textbooks/book room/textbooks	Yes / No	
3	AESOP	Yes / No	



4	After school programs offered at building	Yes / No	
5	After school programs offered in community	Yes / No	
6	Annual Reviews (special education)	Yes / No	
7	Athletic opportunities	Yes / No	
8	Awareness of Staff Development opportunities	Yes / No	
9	Board of Education	Yes / No	
10	Booster Club(s)	Yes / No	
11	Building Committee - Behavior Intervention Team	Yes / No	
12	Building Committee - Intervention Assistance Team/MTSS	Yes / No	
13	Building Committee - Staff Advisory Committee	Yes / No	
14	Building expectations regarding lesson plans	Yes / No	
15	building goals and objectives	Yes / No	
16	Building Leadership Team	Yes / No	
17	Building Level - Title I procedures	Yes / No	
18	Building level student service - gifted	Yes / No	
19	Building level student service - hearing	Yes / No	
20	Building level student service - pupil services	Yes / No	
21	Building level student service - special placement	Yes / No	
22	Building level student service speech	Yes / No	
23	Building Parent - Teacher Organization	Yes / No	

24	Building policies regarding classroom parties	Yes / No	
25	Building policies regarding movies	Yes / No	
26	Building Procedures for suspected abuse	Yes / NO	
27	Building Promotion and Retention Policy	Yes / No	
28	Building Pupil Service - special education	Yes / No	

29	Building Pupil Service - testing	Yes / No	
30	Building Subscriptions	Yes / No	
31	Classroom Management	Yes / No	
32	Client's daily schedule	Yes / No	
33	Content Areas (elementary)	Yes / No	
34	Co-teaching	Yes / No	
35	Courier Service (pony)	Yes / No	
36	Cumulative folders	Yes / NO	
37	curriculum	Yes / No	
38	DASI-	Yes / No	

39	Differentiated instruction	Yes / No	
40	Discipline procedures	Yes / No	
41	District Committee - LPDC	Yes / No	
42	District Committee - Curriculum Advisory Committee	Yes / No	
43	District Committee - PACTS	Yes / NO	
44	District goals and objectives	Yes / NO	
45	District Leadership Team	Yes / No	
46	District Organization	Yes / No	
47	District Policy - emergency medical forms	Yes / No	
48	District Policy - field trip permission	Yes / No	
49	District Policy - giving medications	Yes / No	
50	District Procedures for suspected abuse	Yes / No	
51	District Promotion and Retention Policy	Yes / No	
52	Use of office/copy machines	Yes / No	
53	e-lessons	Yes / No	
54	email	Yes / No	
55	Equipment/materials/supplies	Yes / No	
56	Facilities/building use	Yes / No	
57	Grade level grade card procedure	Yes / No	
58	Grade level mid-term procedure	Yes / No	
59	Grade level testing	Yes / No	
60	Guidance programs	Yes / No	
61	Help Ticket	Yes / No	

62	IEP forms	Yes / No	
63	Inclusion	Yes / NO	
64	Information regarding contractual items	Yes / No	
65	Information regarding employee benefits	Yes / No	
66	Information regarding fire drills	Yes / No	
67	Information regarding lock down procedures	Yes / No	
68	Information regarding safety procedures	Yes / No	
69	Information regarding school policies	Yes / No	
70	Information regarding school procedures	Yes / No	
71	Information regarding school rules	Yes / No	
72	Information regarding tornado drills	Yes / No	
73	Instructional Strategies	Yes / No	
74	Insurance	Yes / No	
75	IPDP	Yes / No	
76	Laminating	Yes / No	
77	School Emergency Alert System	Yes / NO	
78	Level Literacy Intervention	Yes / No	
79	Maintenance requests	Yes / No	
80	Media Center procedures	Yes / No	
81	Media Center resources	Yes / No	
82	MSEA building representative	Yes / No	
83	MSEA organization	Yes / No	
84	NCOCC	Yes / No	

85	ODE License compared to MCS contract	Yes / No	
86	Other building specific committee(s)	Yes / No	
87	Overview of mentor responsibilities	Yes / No	
88	Parent - Teacher Conferences	Yes / No	
90	Procedure for Art	Yes / No	
91	Procedure for Music	Yes / No	
92	Procedure for P.E.	Yes / No	
93	Procedures for counselor	Yes / No	
94	Procedures for nurse	Yes / NO	
95	Procedures for psychologist	Yes / No	
96	Procedures for therapist	Yes / No	

97	Procedures involving special education supervisor	Yes / No	
98	Use of KIOSK-Personal leave, Sick leave forms	Yes / No	
99	Professional development form	Yes / NO	
100	Progress Book	Yes / No	
101	Progress Book - Special Education	Yes / NO	
102	Purpose and organization of support groups	Yes / NO	
103	Read 180	Yes / No	
104	Reading Recovery	Yes / No	
105	Record Keeping procedure	Yes / No	
106	Requisition Form	Yes / No	
107	Safety procedures related to job assignment	Yes / No	
108	School district and building calendars	Yes / NO	

109	School/Community Relations	Yes / No	
110	Social services for kids	Yes / No	
111	Special curriculum programs	Yes / No	
112	Special Education Forms	Yes / No	
113	Specials or exploratory classes	Yes / No	
114	Staff advisory committee	Yes / No	
115	staff relationships	Yes / No	
116	STRS overview	Yes / No	
117	Student discipline referrals	Yes / No	
118	Student discipline rules	Yes / No	
119	Student transfer	Yes / No	
120	Supplies	Yes / No	
121	Teacher development and evaluation	Yes / No	
122	Teacher Evaluation Form	Yes / NO	
123	Technology-sign Acceptable Use Policy	Yes / No	
124	Telephone use	Yes / NO	
125	testing procedures	Yes / NO	
126	Title I services	Yes / NO	
127	Tuition Reimbursement	Yes / No	
128	Visitors to building	Yes / No	
129	Wellness Program - EAP	Yes / No	
130	What is the literacy collaborative	Yes / No	
131	Yearly testing - not state mandated	Yes / No	

OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES) FORMS APPENDIX X

A. OSCES RUBRIC

Ohio School Counselor Evaluation System | **Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

05/18/2016

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

05/18/2016

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

05/18/2016

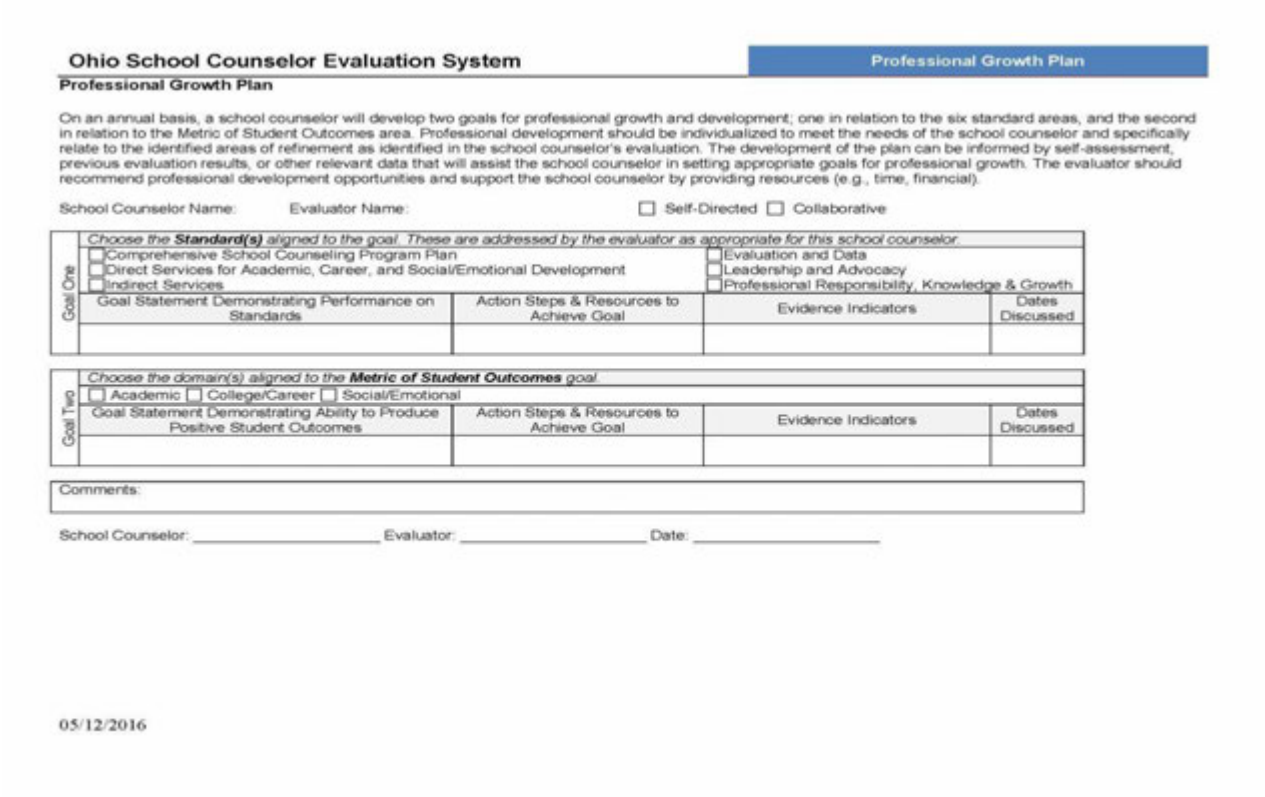
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

B. OSCES PROFESSIONAL GROWTH



Ohio School Counselor Evaluation System — Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal*

☐ Academic ☐ College/Career ☐ Social/Emotional

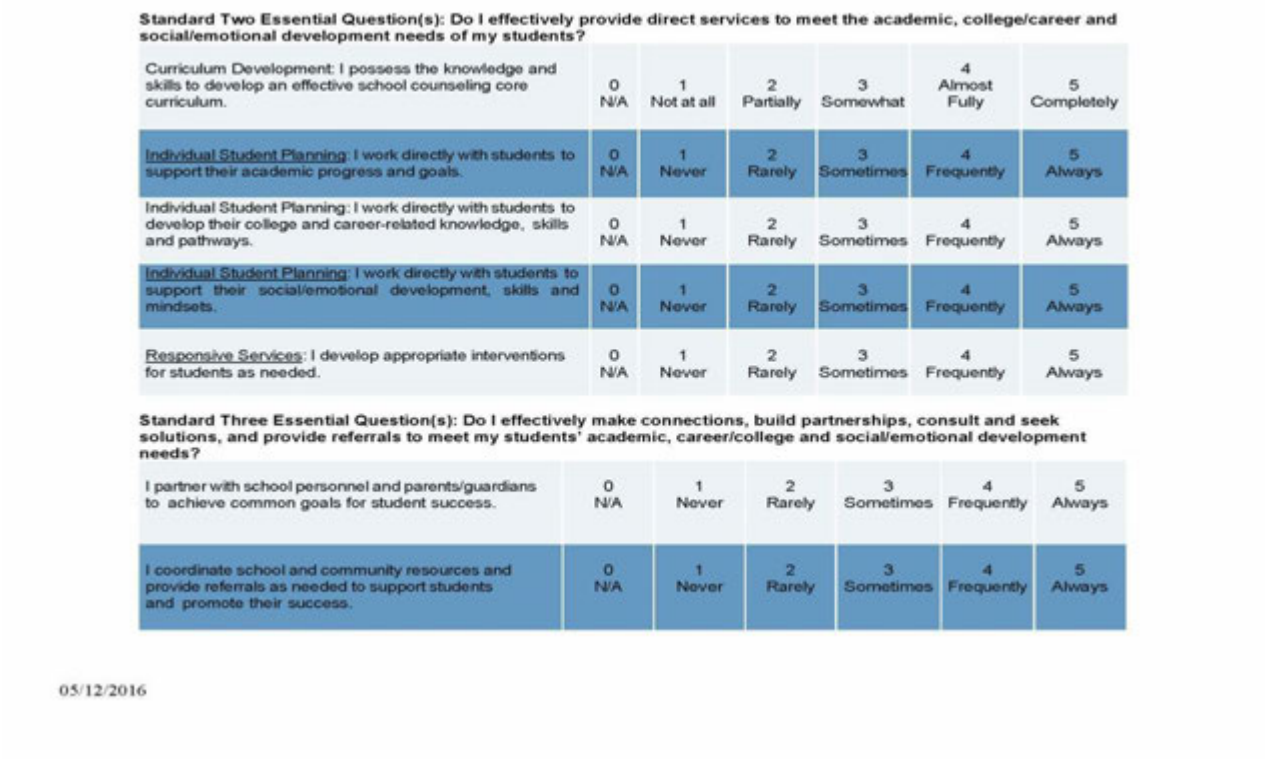
Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

05/12/2016

C. OSCES SELF ASSESSMENT SUMMARY TOOL



Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

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D. OSCES IMPROVEMENT PLAN

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

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Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

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Ohio School Counselor Evaluation System | Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

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E. OSCES PRE AND POST OBSERVATION RESOURCE QUESTIONS

Ohio School Counselor Evaluation System | **Pre- and Post- Conference Questions**

Pre-Observation Planning and Post-Observation Resource Questions
The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

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Ohio School Counselor Evaluation System | **Informal Observations**

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

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G. OSCES FINAL SUMMATIVE RATING OF SCHOOL COUNSELOR EFFECTIVES

Ohio School Counselor Evaluation System | **Final Summative Rating**

Final Summative Rating of School Counselor Effectiveness
Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ Date _____

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Evaluator Signature _____ Date _____

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H. OSCES POST CONFERENCE PLANNING

Ohio School Counselor Evaluation System | **Planning for the Post-Observation Conference**

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
   - Review conference process
   - General impression question: "How do you think the activity went?"

2. Reinforcing the School Counselor:
   - Identify an area of reinforcement (ONLY one area)
   - Ask self-analysis question
   - Provide evidence from notes

3. Refining the School Counselor's Skill:
   - Identify an area of refinement (ONLY one area)
   - Ask self-analysis question
   - Provide evidence from notes
   - Give a recommendation for future practice

Present evidence and rating connected to the rubric

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H. OSCES FORM TO DEMONSTRATE A POSITIVE STUDENT OUTCOME USING STUDENT METRICS

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):
Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional

Step Two: Identify Desired Student Outcome(s)
Based on identified focus areas of need (step one), develop student outcome goal(s).
Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.

Step Three: Determine the Metric(s) of Student Outcomes
Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.
Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.

Step Four: Relevant school counselor activities/interventions
Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).
Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.

Step Five: Monitoring
Over the course of the school year, monitor progress made on each metric of student outcomes.

Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results
At the end of the evaluation process, determine the impact for each student outcome.

Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.

Appendix Y- Evaluation for Non-Traditional Roles in the Mansfield City Schools

The purpose of evaluations is improvement in the instruction of, and service to, the children of the Mansfield City Schools. Successful instruction/service is no accident. Success results from a combination of carefully planned actions and reactions. An intelligent, well-prepared, insightful staff member is critical. A clear understanding of the requirements of the assignment is essential for all who may be involved. A familiarity with the criteria by which success or failure will be judged as a "must" for all.

Non-Traditional Roles shall include: Dean of students, Lead Teacher, In School Suspension, Psych Assistant, and other positions that may be developed or needed in the future.

Systematic evaluation enables an individual to improve through:

1. Understanding their duties and responsibilities.
2. Establish short & long term goals.
3. Placing priorities upon certain tasks which are more critical to work performance.
4. Clarifying working relationships with peers and administrators.
5. Improving day-to-day operational efficacy & efficiency.
6. Improve communication.

Areas of Focus will include Professional Responsibilities & Focus for Learning. Rating will be in accordance with ORC 3319.112 & the MSEA Certified Negotiated agreement (Ineffective (I), Developing (D), Skilled (S), & Accomplished (A)).

This evaluation shall meet both the walkthrough, holistic, and focused parts of the evaluation process outlined in 401 IV Evaluation structure and procedures. Timelines shall be the same as section 401 IV (minus the two walkthroughs). All other parts of 401 Evaluation & Observation shall remain in full force and effect for Non-Traditional Staff.

Professional Responsibilities

_____ Educator is punctual
_____ Educator is regular in attendance
_____ Educator cooperates with administrators & other staff in the overall operation of the school
_____ Educator completes forms and/or provides data needed by the building/district for reporting and program planning
_____ Educator follows negotiated agreements, district guidelines & Board Policies as related to their Position
_____ Educator is ethical in the use of confidential information about students concerning their position
_____ Educator attends/leads meeting concerning their position
_____ Educator has the capacity to communicate with others concerning their position
_____ Outside activities or personal problems do not interfere with job performance

Focus for Learning

_____ Educator establishes challenging and measurable goals concerning their position
_____ Educator collaborates with colleagues to improve building practices as it relates to their position
_____ Educator recognizes individual needs and demonstrates patience with learners as it relates to their position
_____ Educator demonstrates patience with learners as it relates to their position
_____ Educator has planned for, and has available, all materials needed for tasks to be performed as it relates to their position
_____ Educator uses a variety of techniques which addresses the individual needs of learners as it relates to their position

_____ Educator maintains a positive attitude toward the job of educating and promotes the concept that education is an important and desired goal for all
_____ Educator maintains a work environment that is safe, relevant to the job assignment
_____ Educator places importance on problem solving and skill development as relevant to the job assignment
_____ Educator demonstrates skills necessary for the job assignment in which they're assigned

Educator overall Rating: _____ Accomplished, Skilled, Developing, Ineffective

_____ _____

Educator signature Date Evaluator signature Date

Appendix Z- Evaluation of School Nurse

I	INEFFECTIVE
D	DEVELOPING
S	SKILLED
A	ACCOMPLISHED

Mansfield City Schools

Nurse Evaluation Form

Professionalism:	**I**	**D**	**S**	**A**
1. Demonstrates professionalism in behaviors, time management, resource utilization, and ethical practices				
2. Participates in professional development/continuing education as a lifelong learner				
3. Communicates/collaborates effectively with students, faculty, staff, parent/guardian and community.				
4. Provides leadership in the provision of healthcare to meet health and educational goals				
5. Examines effectiveness of health promotion, education, and prevention activities.				
6. Collaborates with school personnel in crisis planning				
7. Educator is punctual				
8. Educator is regular in attendance, follows the attendance policy in article 701				
9. Educator cooperates with administrators & other staff in the overall operation of the school.				
10. Educator completes forms and/or provides data needed by the building/district for reporting and program planning.				
11. Educator follows negotiated agreements, district guidelines and Board policies as related to their position				
12. Outside activities or personal problems do not interfere with job performance.				

Professional evidence or examples(s):

Overall evaluation Summary and Rating Earned:

___ Ineffective ___ Developing ___ Skilled ____ Accomplished

___ Recommended Improvement Plan (one or more areas are Ineffective, or two or more areas are Developing)

Areas noted for Improvement:

_____ _____ _____

School Nurse Name School Nurse's signature Date

_____ _____ _____

Administrator's Name Administrator's signature Date