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MASTER AGREEMENT

between the

MCCOMB LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

MCCOMB TEACHERS EDUCATION ASSOCIATION

July 1, 2026 through June 30, 2029

ARTICLE PAGE

I. NEGOTIATIONS PROCEDURES

A. Recognition 1
B. Scope of Negotiation 1
C. Request for Negotiations 2
D. Negotiations Meetings 2
E. Representation 2
F. News Releases 3
G. Agreement 3
H. Dispute Resolution Procedure 3

II. GRIEVANCE PROCEDURE

A. Definitions 3-4
B. Procedural Steps 4-5
C. General Provisions or Conditions 5
D. Grievance Form 6

III. LEAVES (PAID AND UNPAID)

A. Sick Leave/Sick Pool 6-9
B. Personal Leave 9-10
C. Professional Leave 10-12
D. Building Leave 12
E. Association Leave 12
F. Leave of Absence (Unpaid) 12-13
G. Jury Duty Leave 13
H. Military Duty 13
I. Assault Leave 14
J. Sabbatical Leave 15
K. Dock Days 15
L. Return from Leave of Absence 15
M. Other Legal Obligations 15

IV. SALARIES AND FRINGE BENEFITS

A. Salary Schedule 16-17
Advance on Salary Schedule 16
Experience Credit 16-17
Extended Service Pay 17
B. Supplemental Salary Schedule 17-18
C. Paychecks 18

ARTICLE PAGE

D. Payroll Deduction of Association Dues 18-19
E. Background Checks 19
F. Substitute Teaching by Staff Members 19
G. Mileage 20
H. College Credit Plus 20
I. Tuition Reimbursement for College Credit 20-21
J. Severance Pay 21-22
K. Insurances 22-24
1. Hospitalization and Major Medical 22-24
2. Life Insurance 24
3. Dental Insurance 24
4. Vision Insurance 24
L. Insurance Committee 25
M. Daily Rate of Pay 25
N. STRS Pick-Up 25-26
O. Complimentary Passes 26

V. EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. Class Size 26
B. Assignments 26
C. Association Rights 27
D. Building Leadership Teams 27
E. Labor Management Meetings 28
F. Resident Educator Program/Mentor Pay 28-29
G. Local Professional Development Committee 29
H. Open Enrollment of Members Children 29-30
I. Non-Discrimination Provision 30
J. Drug/Alcohol Policy 30
K. Facilities 30
L. Individual Contract 31
M. Master Agreement Distribution 31
N. New Teacher Orientation 31
O. Personnel Files 31-32
P. Receipt of Public Information 32
Q. School Calendar 32-33
R. Calamity Days 33
S. Sequence of Contracts 33-34
T. Student Teachers 34-35
U. Teacher Input 35
V. Use of Buildings, Facilities, Equipment and Supplies 35
W. Lesson Plans and Content Standards 35
X. Work Year/Work Day/Work Week 35-36

ARTICLE PAGE

Y. Intervention Specialists 36

VI. REDUCTION IN FORCE

A. Procedure 37
B. Seniority 37-40
C. Reemployment and Non Renewal Procedure 40-41

VII. DISCIPLINE PROCEDURE 41

VIII. TEACHER EVALUATION

A. Definition/OTES Committee 42
B. Evaluation Procedure 42-49

IX. TRANSFERS AND VACANCIES 49-50

X. OTHER PROVISIONS

A. Entire Agreement Clause 50
B. Zipper Clause 50
C. Waiver of Negotiations 51
D. Amendment Procedure 51
E. Conflict with Law 51
F. Board Rights 51-52
G. Reemployment of Retirees 52-53
H. Term of Agreement 54

APPENDIX

A Teacher Salary Index 55
B Teacher Salary Schedule 2026-2027 56
C Teacher Salary Schedule 2027-2028 57
D Teacher Salary Schedule 2028-2029 58
E Supplemental Salary Schedule 59-61
F Substitute Teaching by Staff Members 62
G Resident Educator/Mentor Log 63
H Application for Courses or Workshops 64

APPENDIX PAGE

I	Grievance Form	65-68
J	Intention Notice	69
K	Oral Reprimand	70
L	Technology Supervisor Evaluation Instrument	71-72
M	Continuing Contract Flow Chart	73

ARTICLE I – NEGOTIATIONS PROCEDURES

A. RECOGNITION

The Board recognizes the McComb Teachers Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all certificated/licensed personnel employed by the Board under regular contract, full or part-time, for the purpose of collective bargaining as defined in Chapter 4117 Ohio Revised Code. The Board agrees not to negotiate with any teachers' organization other than the MTEA for the duration of this agreement.

Specifically excluded from the bargaining unit are all supervisors and management-level employees as defined in Ohio Revised Code 4117.01(F) and (K) which includes, but is not limited to, the Superintendent and all principals.

DEFINITIONS

1. Association – The McComb Teachers Education Association and/or Ohio Education Association and the National Education Association, the sole and exclusive representatives for the teachers of McComb School District.

2. MTEA – McComb Teachers Education Association.

3. Board – McComb Local Board of Education.

4. Employer – McComb Local Board of Education.

5. Employee – A member of the MTEA bargaining unit.

6. Bargaining Unit – All employees listed in the recognition section of this Agreement.

7. District – The Board or employer known as the McComb Local Schools.

8. Days – Calendar days except as defined in the grievance procedure.

9. Bargaining Unit Work – All work performed by bargaining unit members.

B. SCOPE OF NEGOTIATIONS

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

C. REQUEST FOR NEGOTIATIONS

1. If either of the parties desires to open negotiations on changes in salaries or other terms and conditions of employment, it shall notify the other party in writing at least ninety (90) days prior to the end of the current agreement. This notification shall include the date of writing and the signature of the individual making the request. Notification from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

2. Within ten (10) working days after receipt of such notice an initial meeting will be scheduled for the purpose of establishing future meetings, the date for exchange of proposals and the date(s) of bargaining. Proposals for negotiations shall be written and in detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. After the proposals are submitted for negotiations, neither party shall submit additional items without mutual consent.

D. NEGOTIATIONS MEETINGS

The initial meeting shall be scheduled by mutual agreement. Future meeting times and dates will be set before any meeting is recessed. All negotiation meetings shall be in executive session unless mutually agreed by both parties. All participants will be released from normal duties to attend all bargaining sessions. If mutually agreed, the parties may agree to enter into expedited compact bargaining and agree that if no settlement is reached after compact bargaining that the parties will be at impasse and will follow the procedures outlined in Section H below.

E. REPRESENTATION

1. Representatives of both parties agree to negotiate in "good faith." Neither party shall have any control over the selection of representatives of the other party. Each team shall be limited to a maximum of five (5) members.

2. Either party may call upon an attorney or consultant. The costs of such consultants shall be absorbed by the requesting party.

3. The parties may appoint joint study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be shared equally by the Board and the Association.

F. NEWS RELEASES

No news releases or statements to the media shall be made during the negotiations and/or expedited compact bargaining process unless by mutual agreement. If, however, a state of impasse is reached, the requirement of mutual news releases shall no longer apply.

G. AGREEMENT

1. As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall not be construed as final agreement until all items have been initialed.

2. When tentative agreement has been reached on all items, the package will be presented to the Association within ten days for ratification and to the Board for approval at the next regular Board meeting, unless the Board calls a special meeting which could be held at an earlier date.

3. When ratified by the Association and approved by the Board, the items shall be signed by the President of the Association and the President of the Board and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute revisions of the Master Agreement.

H. DISPUTE RESOLUTION PROCEDURE

1. Within five (5) days of impasse, a mediator shall be obtained through the Federal Mediation and Conciliation Service, according to their voluntary rules and regulations.

2. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in O.R.C. §4117.14.

3. If mediation fails, the teachers may exercise their rights under O.R.C. §4117.14(D)(2).

ARTICLE II – GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance – An alleged violation, misapplication, or misinterpretation of the Master Agreement.

Days – All days school is in session and days during the summer when the administrative offices are open.

Grievant – An employee, a group of employees, or the Association.

B. PROCEDURAL STEPS

Informal Step

1. Within ten days following an incident giving rise to a grievance, the teacher shall first discuss the matter, with or without a representative. This discussion will be with a principal and/or the Superintendent, whichever is appropriate.

Step I

2. If the grievance is not mutually resolved within five (5) days after the discussion at the informal step, the grievant may, within twenty days following the incident giving rise to the grievance, present to the principal and/or Superintendent a written claim on Appendix I. Within five days after receipt of such claim, the principal and/or Superintendent shall indicate the disposition of the grievance by completing the appropriate portion of the grievance form and returning one copy to the Superintendent, one copy to the grievant, and one copy to the Association President.

Step II

3. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may, within five (5) days after receipt of the disposition above, submit the grievance to the Superintendent. The grievant shall have the right to request a hearing before the Superintendent. A hearing shall be conducted within five (5) days after receipt of the grievance. The grievant shall have the option of representation when the grievance is discussed with the Superintendent. If desired by the grievant, this representative may speak on behalf of the grievant. The Superintendent shall answer the grievance within five (5) days after the hearing. The disposition and reason for the disposition will be sent in writing to the grievant, the principal and the Association President.

Step III

4. If the grievant is not satisfied with the disposition of the grievance through Step II, he/she may, within five (5) days following the receipt of such disposition, submit the grievance to the Board. Upon receipt of the grievance, a date will be set for the hearing and notification will be made to the grievant as to the time and place of such hearing. This hearing must take place no later than the next regular Board meeting or within ten (10) days. The disposition by the Board and the reasons therefore will be given in writing within five (5) days of the hearing with copies sent to the Superintendent, the building principal, the grievant and the Association President.

Step IV

5. If the grievant is not satisfied with the disposition of the grievance in Step III, the grievant, with the approval of the MTEA, may request that the grievance be submitted for arbitration. Such request shall occur within fifteen (15) working days following the receipt of the Board's disposition. An arbitrator shall be selected in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties to this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Any cost or expense will be borne by the party that incurs the expense, except the costs and services of the American Arbitration Association and the expenses of the arbitrator shall be equally shared by the Board and the Association.

C. GENERAL PROVISIONS OR CONDITIONS

1. The number of days indicated at each step is considered a maximum. However, the time limits may be extended by a written mutual agreement.

2. If no response to a grievance is made within the stipulated time limits, the grievant may, within ten (10) days of the deadline for such response, file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified above for each step, then the grievance shall be considered waived at such point.

3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance at Step II.

4. Hearings shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the teacher or teachers involved, except as may be arranged with the approval of the administrator involved. A teacher engaged during the school day on behalf of the Association in a hearing shall be released from regular duties without loss of salary.

5. A grievant may be represented by an individual of his/her choice. A representative of the MTEA, and/or the Ohio Education Association (OEA) and/or legal counsel may be present at any hearing held relative to the processing of a grievance under the procedure as outlined above.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

D. GRIEVANCE FORM

The grievance form is Appendix I.

ARTICLE III – LEAVES (PAID AND UNPAID)

A. SICK LEAVE

1. Sick Leave Credit Earned

   a. Each full-time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth days for each completed month of service as complies with state minimum requirements. These days of sick leave shall be cumulative up to two hundred fifty-five (255) days. Those who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

   b. Each full-time employee shall have five (5) days of sick leave available at the beginning of employment. If an employee uses all or part of the five (5) days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned. The reimbursement shall be from the employee's final pay.

   c. Any employee may transfer sick leave days accumulated while employed in other Ohio public service positions or public schools. Credit for up to a maximum of two hundred twenty-five (225) days of sick leave will be accepted upon presentation by the employee of certification of such days.

   d. Sick leave accumulation shall appear on each check stub, if possible.

   e. Falsification of sick leave shall be grounds for termination from employment.

2. Sick Leave Credit Used

   a. Sick leave credit shall be deducted upon use in terms of full days or half days.

   b. Employees may use sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. For the purposes hereof, the term

"immediate family" shall mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchild, guardian.

For persons who live permanently in the members household but do not fall into the categories listed above, sick leave may be used for catastrophic illness or injury as defined in Article III, Section A(2)(h).

c. Employees shall provide a doctor's statement for sick leave when falsification is suspected.

d. For less immediate relatives – uncle, aunt, nephew, niece, cousin, one day sick leave shall be allowed to attend the funeral. One day of sick leave may be allowed to attend the funeral of a friend if approved by the Superintendent. Additional days may be granted upon approval by the Superintendent.

e. When an employee knows in advance that he/she must use sick leave for an extended period of time, notification shall be submitted in writing to the Superintendent. The employee shall be responsible for preparing lesson plans and materials for a two-week period of time. The substitute teacher shall be responsible for lesson plans and materials beyond two weeks, for all paper grading, and for any other duties normally performed by the regular employee.

f. A member will be required to utilize the Family Medical Leave Act (FMLA) leave concurrently with sick leave.

g. In the event of a personal catastrophe of an employee (i.e. fire, tornado, flood) after exhausting all personal days, the employee may request up to five (5) days of sick leave with approval of the Superintendent to deal with the situation.

h. Sick Leave Pool for Catastrophic Illness/Injury

A Sick Leave Pool is hereby established to provide a member who has exhausted all available paid leave with an opportunity to apply for additional sick leave days for a catastrophic illness or injury of the member or a member of his/her immediate family. The following principles govern the operation of the Pool.

a. The Pool shall be administered by a committee composed of two (2) members appointed by the MTEA Executive Committee and two members appointed by the Superintendent. In the event of a tie, the Superintendent shall make the final decision. All decisions shall be made by secret ballot and by majority vote of all

committee members. Decisions are final and cannot be grieved under Article II of this Agreement or challenged by any other means.

b. The member (or some other member if the employee requiring additional leave is incapacitated) shall present the request for additional leave to the Association President, with a specification of the number of days requested. The President shall present the request to the committee, which may demand medical proof of the catastrophic nature of the illness/injury and confirmation of the estimated recuperation time. The request shall be submitted using the form that the Committee has devised.

c. The Committee shall devise a form upon which a member may elect to contribute earned and accrued sick leave days to the Pool. A member cannot contribute more than five (5) days in a school year and that member's sick leave balance, after the contribution, cannot be fewer than twenty-five (25) days. The Committee will compile the executed forms and forward them to the Board's Treasurer. The Treasurer will provide notice to the contributing member of the number of days being deducted from that member's sick leave balance.

d. The maximum number of days in the Pool that can be awarded by the committee to a requesting member is: Twenty (20) days if the member has less than four (4) years of Ohio public school teaching service; Fifteen (15) days if the member has at least four (4) but not more than ten (10) years of Ohio public school teaching service; Ten (10) days if the member has more than ten (10) years of Ohio public school teaching service. The pool shall never exceed one hundred twenty-five (125) days. Any donations that exceed the maximum number of days shall be returned or divided proportionately to equal the maximum.

e. The Pool is not intended to be used in lieu of seeking disability benefits under O.R.C. Chapter 3307 and the committee, in acting on a request, may take into account whether the member has or will apply for such disability benefits.

f. The following definitions apply for purposes of administering the Pool:

"School year" means July 1 through June 30.

"Immediate family" means the requesting member's father, mother, spouse, children, step-parent, step-children, mother-in-law, father-in-law.

"Catastrophic illness or injury" means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic.

B. PERSONAL LEAVE

1. All bargaining unit members shall be entitled to three (3) days of unrestricted (except as specified below) personal leave per year. Use of these personal days shall result in no loss of pay nor shall these days be deducted from the employee's sick leave. Personal leave usage is subject to the following conditions:

   a. Not more than four bargaining unit members can take a personal leave day on any one day. These days will be awarded on a first come first serve basis. Emergency personal leave days may be granted by the Superintendent if the maximum has been reached.

   b. No member will be approved for personal leave during the first five (5) days of the school year or the last five (5) days of the school year except for an immediate family event (i.e. attend graduation ceremonies, attend an awards ceremony, field trip). Immediate family shall be defined as spouse, father, mother, children, step-parents, step-children, mother-in-law, father-in-law, and grandchildren. The member shall secure coverage for their classes a minimum of three (3) days in advance of such leave.

   c. Written notice requesting personal leave should be given to the building principal not less than three (3) days prior to the requested personal leave day.

   d. Only one day (one time) per year may be used before or after a holiday or breaks (paid day off).

   e. A bargaining unit member may take up to three (3) days consecutively, but not before or after a holiday or break (paid day off).

   f. Each bargaining unit member will be allowed only one (1) day of personal leave in the month of May except for an immediate family event (i.e.

attend graduation ceremonies, attend an awards ceremony, field trip). Immediate family shall be defined as spouse, father, mother, children, step-parents, step-children, mother-in-law, father-in-law, and grandchildren. The member shall secure coverage for their classes a minimum of three (3) days in advance of such leave.

2. Personal leave may be taken in one-half day or full-day blocks of time. Part-time employees will be granted half the amount of personal leave days a full-time employee is allotted. They may only take their allotted days in one-half (1/2) day blocks of time.

3. Request for personal leave must be made on the form in the electronic leave program.

4. The Superintendent may approve other requests notwithstanding the above requirements based upon the unique and special circumstances in the request.

5. All employees will begin a school year with a $450.00 personal day bank bonus. The bank bonus shall be reduced by $150.00 for each personal day used during the school year. Any remaining bank balance at the end of the school year will be paid the first pay in July. This personal day bank will be prorated for part time members.

C. PROFESSIONAL LEAVE

1. Teachers will be approved a leave of absence for up to one (1) day during each year of this negotiated agreement to attend professional meetings and/or workshops relating to their area of assignment without the loss of pay. However, additional leave days or numbers of persons granted leave may be approved by the Superintendent or his/her designee. Workshops attended should relate to the subject area of the teacher, and information gained from the meetings may be shared with the faculty and the Board in the form of a written or oral report.

2. Notice of planned attendance shall be submitted in writing to the principal and Superintendent ten (10) days prior to the date of absence.

3. If seeking reimbursement, estimated expenses must be submitted using the professional leave request report form on the absence management system. A printed copy of that form with itemized receipts and expenses must be submitted to the appropriate building principal upon return prior to reimbursement.

4. Prior to attending a professional leave, teachers shall be given a district credit card on which reasonable meal expenses (both in-town and out-of-town) excluding alcohol, may be incurred. A maximum of twenty percent (20%) gratuity may be added.

Category A

Where an employee has been invited to serve in an official capacity at regional, state or national professional meetings, or where an employee has been directed by the local Superintendent to attend a professional meeting. These days do not count against the teacher's days of guaranteed approval.

Reimbursement:

a. Provide and pay for substitute, if needed.

b. Pay mileage expenses for automobile travel in the amount of the IRS rate in effect as of July 1 each year. The Superintendent/designee may mandate the use of a school van or carpooling if feasible when more than one employee will attend the same professional development program.

c. Pay for bus, train, or plane fare whichever is judged as the most satisfactory means of transportation.

d. For overnight stays, pay the actual cost of lodging and food up to sixty dollars ($60) per day.

e. Pay actual costs for registration. Late registration fees shall be paid by the employee unless the late registration was directed by the Administration.

Category B

Where attendance is designed to benefit the employee and the school system, but where the school administration has not specifically requested this attendance. These days are specifically teacher choice.

Reimbursement:

a. Provide and pay for substitute, if needed.

b. Pay mileage expenses for travel in the amount of the IRS rate in effect as of July 1 each year, not to exceed 500 miles total reimbursement. Additional mileage reimbursement may be approved at the discretion of the Superintendent.

c. With overnight stays, pay actual amount of the room at the conference center per day and actual food not to exceed forty dollars ($40). If conference does not provide housing facilities, maximum housing reimbursement will be up to one hundred fifty dollars ($150) per night based upon a receipt for actual cost.

d. Pay actual cost of registration. Late registration fees shall be paid by the employee unless the late registration was directed by the Administration.

4. Professional leave shall be considered to any teacher who is attending at his/her own expense. The Board will pay the substitute.

D. BUILDING LEAVE

Building leave will be granted if approved by the Superintendent for the following assigned activities:

a. Teachers accompanying students on field trips, competing in academic contests and/or being recognized for academic or social accomplishments.

b. District curriculum development.

c. District committee assignments.

d. Any other event(s) approved at the discretion of the Superintendent.

Request for building leave shall be made on the form provided in the electronic leave program.

E. ASSOCIATION LEAVE

The Association shall be granted up to four (4) days per year for Association leave. The leave may be used by the President or his/her designee. Additional days may be approved by the Superintendent with sub costs paid by the Association. Request for Association Leave shall be made on the form provided in the electronic leave program.

F. LEAVE OF ABSENCE (Unpaid)

1. A teacher, after five (5) years of experience in the District, will be granted a one (1) year leave of absence for the following reasons:

a. Personal illness.

b. Physical or Mental Disability.

c. Maternity/Paternity/Adoption.

2. A teacher, after five (5) years of experience in the District, may be granted a one (1) year leave of absence without pay for the following reasons:

   a. Continuing Education (must be a full-time student as defined by the college of attendance).

   b. Any other reason the Board may deem appropriate.

3. Teachers with less than five (5) years of experience in the District may be granted a one (1) year leave of absence without pay for reasons mentioned in paragraphs 1 and 2 above, upon approval by the Board.

4. Except in case of illness, disability, maternity, paternity, and adoption, all requests must be made in writing to the Superintendent before June 1. Leaves requested after June 1 may be granted at the Board's discretion. A notification of request because of pregnancy should be made as soon as possible before expected birth.

5. If the teacher desires, insurance benefits normally provided by the Board will be continued during the period of leave, at the expense of the teacher on leave.

G. JURY DUTY LEAVE

1. Permission to be absent from school for jury duty shall be granted teachers, provided the request is received in writing by the Superintendent. A teacher shall receive regular pay based upon their daily rate if the money received for the Jury Duty is paid to the school treasurer.

2. Time taken off for jury services shall not be charged against any other leave.

H. MILITARY DUTY

Members of the National Guard, or the Active or In-Active Reserves may be called into state or federal service. The Board of Education will pay the difference between what is earned while on active duty and the pay of the employee for up to thirty-one (31) days, and provide insurance benefits, but in no case will the total pay be more than what is earned as an employee of the Board of Education. This policy will pertain only to teacher days within the school year.

In accordance with O.R.C. §3319.14, a military leave of absence will be granted to any member of the bargaining unit who is called to active duty with any branch of service of the United States. Upon returning, the bargaining unit member shall be reemployed under the same type of contract as he/she last held in the District. Upon application, the teacher shall be reemployed at the first of the next school semester. For the purposes of seniority and placement on the salary schedule, years of absence shall be counted as though teaching service had been performed during such time.

I. ASSAULT LEAVE

1. An employee may be absent from duty due to an assault which occurs in the course of employment. The assault must result in a physical injury.

2. In order to qualify for assault leave, which shall not be charged against sick leave, or against other leave granted under Section 3319.08 of the Ohio Revised Code, the following guidelines should be observed:

   a. The incident, resulting in the absence due to the physical or psychological disability as a result of the assault of the employee to perform duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of employment with the Board.

   b. The determination as to whether the physical or psychological disability is a result of an assault which occurred in the course of Board employment shall be made by the Board. However, the employee must secure from a certified physician for physical disability or from a psychiatrist for psychological disability a written statement as to the injuries sustained in any assault claimed as a basis for assault leave. It is preferable that the employee's own personal practitioner make this determination. The past history of the employee's physical condition must be considered.

   c. If there is a physical or psychological disability confirmed by a physician resulting from an assault which occurred in the course of employment, the period of time the employee will be maintained on a full pay status shall not exceed forty-five (45) school days.

   d. The return to duty of any employee on authorized assault leave shall be predicated on the establishment by the employee of his/her fitness to return to duty. The Board shall make a determination based on a licensed physician's statement stating the employee may return to duties similar to those duties performed prior to the assault.

   e. All earnings paid to an employee under an authorized assault leave shall be in lieu of lost-time benefits payable under Workers' Compensation Insurance.

3. In the event of a threat of physical injury that is direct to the employee, specific, and plausible, a member may be granted leave without loss of pay pursuant to the following guidelines:

   a. A police report is filed with local authorities.
   b. A written request for the leave is filed with the Superintendent.
   c. The leave request does not exceed two (2) days.

J. SABBATICAL LEAVE

The Board may grant sabbatical leave in accordance with O.R.C. §3319.131.

K. DOCK DAYS

1. Unpaid leave of absence may be granted for special leaves as approved by the Superintendent. All requests for unpaid leaves shall be submitted to the Superintendent at least three (3) days in advance of the day or days requested unless in emergency situations.

2. Existing health insurance according to Article IV, Section K shall be uninterrupted on unpaid days and employee's contribution shall be the same as on paid days.

3. Unless prohibited by another provision of this Agreement, personal leave will be exhausted prior to the use of leave under this provision.

L. RETURN FROM LEAVE OF ABSENCE

Personnel will be reinstated from leave of absence to fill existing vacancies any time during the year, but in general it shall be at the beginning of the school year. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than March 1. If the teacher returns from a leave at the start of a new school year, he/she shall be entitled to the same teaching assignment as the one held prior to the commencement of the leave; however, if due to a staff reduction fewer teachers are required in the teaching assignment previously held by the teacher returning from a leave, that individual will be returned to the same teaching assignment only if his/her seniority is greater than that of another individual in the same teaching assignment. When a teacher returning from a leave cannot be returned to the same teaching assignment due to the circumstances outlined in the previous sentence, he/she shall be entitled to a teaching assignment which is as similar as possible to the one held prior to going on leave.

M. OTHER LEGAL OBLIGATIONS

The Board will grant leave with pay to those bargaining unit members who are subpoenaed or required to make a court appearance (other than personal criminal or civil prosecution if found guilty) for McComb Local School District related matters, so long as the employee is not the plaintiff against the District.

If a bargaining unit member has exhausted their personal leave days and have been required by subpoena to attend court proceedings on non-related matters, the Superintendent may grant additional paid days at his discretion.

ARTICLE IV – SALARIES AND FRINGE BENEFITS

A. SALARY SCHEDULE (3%, 3%, 2.5%)

1. For the 2026-2027 school year, teachers shall be paid in accordance with the attached salary schedule which reflects a starting salary of $40,058 (see Appendix B).

2. For the 2027-2028 school year, teachers shall be paid in accordance with the attached salary schedule which reflects a starting salary of $41,260 (see Appendix C).

3. For the 2028-2029 school year, teachers shall be paid in accordance with the attached salary schedule which reflects a starting salary of $42,292 (see Appendix D).

4. Advance on Salary Schedule

   a. When a teacher has completed additional coursework which would qualify him/her for another column on the salary schedule, an official transcript from an accredited institution shall be submitted to the Superintendent and School Treasurer.

   b. If the transcript or official documentation is filed on or before October 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year.

   c. Effective with the second semester, a teacher will be advanced to the appropriate column if the transcript or official documentation is filed after October 15 and prior to February 15.

   d. Advancement on the salary schedule will be given for courses taken from universities listed on the U. S. Department of Education (USDE) accreditation list as required by the Ohio Board of Regents and the Ohio Department of Education, and so long as they relate to the areas of certification and instruction for the teaching profession.

   e. New employees hired on or after July 1, 2003, who are not eligible to be placed at Step 3 or higher will be initially placed at Step 2 on the salary schedule and shall remain at Step 2 until they would normally be eligible to move to Step 3 on the schedule.

5. Experience Credit

   In giving a candidate with prior teaching and/or military experience credit for salary purposes, the candidate will receive credit for the number of years mutually

agreed to by the candidate and the Superintendent, except that no candidate will be credited with more years of experience than the person actually has.

6. Extended Service Pay

Teachers on extended service contracts will be paid the same per diem rate they receive during the normal school year. The per diem rate is calculated by dividing the teacher's salary by the number of contract days in the regular school year.

B. SUPPLEMENTAL SALARY SCHEDULE

1. Individuals who serve in supplemental positions shall be paid according to the schedule attached as Appendix E.

2. Individuals who assume a supplemental position in the District for the first time will be credited with previous experience in that position or a similar position as determined by the Superintendent or designee.

3. Individuals who move from one position to another within the same activity shall be entitled to credit for all experience in that activity within the limits set by other provisions of this agreement.

4. All supplemental contracts will be treated as limited contracts and limited to one (1) year and shall automatically expire without action by the Board. If the Superintendent intends to recommend the same bargaining unit individual for re-employment for the same duty, the position need not be posted. The supplemental contracts shall include:

   a. Year the contract will be in force.
   b. Specific assignment (i.e., Freshman Football, National Honor Society Advisor, etc.).
   c. Step and percentage by which compensation will be paid.
   d. Signature of the employee and date of signing.

5. No supplemental contract shall be required or contingent upon any current teaching assignment or teaching contract.

6. These contracts will be separate from and in addition to regular teaching contracts.

7. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate in good faith with the Association with respect to the salary for the position.

8. Supplemental contracts will be paid in a lump sum immediately following the completion of the duty upon receipt by the Treasurer of confirmation of completion or contracts will be paid in regular paychecks. The employee may choose either option.

9. Bargaining Unit Members may voluntarily choose to split the stipend for a supplemental position upon written request and prior approval of the Superintendent. This will not set a precedent from year to year and administration cannot mandate the splitting of supplementals.

C. PAYCHECKS

There shall be twenty-four (24) pay periods (including STRS being equally divided among the twenty-four (24) pays per year) with checks issued on the 10th and 25th of each month unless those days fall on Saturday, Sunday or on a legal holiday. In those cases, then such paychecks/transactions will be issued/dated for the last business day before the 10^{th} or 25^{th}. Direct deposit of pay to a financial institution of the employees' choice shall be mandatory to all members of the bargaining unit. Direct deposits will be made by nine o'clock a.m. (9:00 a.m.) on each pay day. If possible, checks will be split between more than one (1) financial institution.

The direct deposit notification email shall be issued by 6:00 p.m. on the day before the pay is direct deposited into the employee's account.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. Payroll deductions for MTEA, NWOEA, OEA, and NEA dues will be deducted from the pay of those teachers who so desire beginning with the first pay in October payroll and will be deducted over an eleven-month period ending in August. This amount will be direct deposited into the MTEA checking account at Hancock Federal Credit Union.

2. For those who authorize same, such payroll deductions will be on a continuous basis from year to year unless the teacher notifies the MTEA President otherwise in writing (with a copy to the School District's Treasurer) between September 10 and September 25 of any given school year.

3. Payroll deductions will also be made upon authorization for OEA Fund, Annuities, Credit Union, United Way, Savings Bonds, Supplemental Insurance and any other appropriate deduction, providing at least five (5) members enroll in a deduction. Deductions must be maintained for the entire year (September to September). Exception will be approved by the Superintendent in extenuating circumstances. Annuities shall be in accordance with IRS rules and regulations regarding 403(B) deductions and contributions as prescribed in Federal law. The Association shall be informed and be given the opportunity to give input to the Board regarding vendors used by the District before changes in vendors occurs.

4. Additional Payroll Deductions

Payroll deductions shall be made twice monthly for all members who authorize same for purposes of diverting a portion of their salary to any financial institution of the member's choice. The Treasurer shall not be involved in any other forms of deductions other than the one form of recognized and approved savings plan. Initial starting period for those desiring payroll savings deductions will commence with the first pay in September. Change of amounts to be deducted will be allowed up to four (4) times during the school year.

5. Indemnification

The Association agrees to indemnify and to save harmless the Board and its employees and agents from all costs, expenses, damages, and reasonable attorney fees incurred directly or indirectly arising out of or in any way connected with payroll deductions pursuant to the provisions of this Section. This paragraph of this Article survives the Agreement.

E. BACKGROUND CHECKS

As long as the District provides fingerprinting on site, employees will be required to complete fingerprint checks on site. If the district discontinues fingerprinting on site, the District shall pay for the employee to have the required Federal Bureau of Investigation fingerprint checks and the required Ohio BCI fingerprint checks performed once during the term of this Agreement.

F. SUBSTITUTE TEACHING BY STAFF MEMBERS

In the event that a substitute teacher is not available when a teacher is absent, another teacher may be asked to take extra students, although no teacher will be required to take extra students. Should the teacher be asked to miss a conference period, or if students are sent for his/her supervision, the teacher, upon request, will be reimbursed at Twenty-Five Dollars ($25) per conference period. No teacher will be required to supervise students during his/her conference period.

If an elementary teacher is required to supervise students due to the absence of a special teacher (art, music, physical education, etc.), the teacher will be reimbursed at Twenty-Five Dollars ($25) per day. Partial coverage time will be pro-rated.

If a teacher takes a split class for a day, the teacher shall receive 50% of the current substitute rate.

The approved reimbursement form can be found in Appendix F.

G. MILEAGE

1. Mileage reimbursement shall be at the IRS rate in effect as of July 1 each year. The I.R.S. rate will be posted in each teacher work support area or shared at a staff meeting within the first two (2) weeks of each school year.

2. This mileage will only be paid to approved teachers as deemed necessary by the Board of Education.

H. COLLEGE CREDIT PLUS

1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all bargaining unit members who are qualified to teach the course. If more than one teacher in the district is qualified to teach the CCP course, the teacher with the most seniority in the district shall be offered the position first.

2. No teacher will be required to become credentialed to teach a CCP course.

3. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.

4. Any member who teaches a CCP course shall be paid a stipend of $1,000 per course per year. The stipend shall be paid as part of the employee's regular pay and shall be paid over the regular pay periods.

5. All members who participate in the CCP program shall be provided at least one (1) professional development day to visit the participating institution of higher education to engage in planning the cooperating college instructor. The member shall be paid his/her per diem rate of pay for the in-service day if it occurs on a non-contractual day and will be provided a professional leave if it occurs on a contractual day.

6. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as result of the District's participation in the CCP program.

7. To the extent possible, all students enrolled in a College Credit Plus class shall be scheduled together into one class for instruction.

I. TUITION REIMBURSEMENT FOR COLLEGE CREDIT

1. Upon receipt of prior approval of the Superintendent, bargaining unit members shall be reimbursed for tuition costs for graduate or undergraduate courses. The pre-approval form is in Appendix H of this agreement. To qualify for reimbursement, a course must fit into one of the following categories:

a. relate to the bargaining unit member's teaching assignment and/or related area of responsibility

b. lead to another area of certification

c. lead to another advanced degree in the profession of education

d. necessary for renewal or upgrading of a teaching certificate/license

e. is not a Board-paid professional leave day

f. is taken from universities listed on the U. S. Department of Education (USDE) accreditation list as required by the Ohio Board of Regents and the Ohio Department of Education, and so long as it relates to the areas of certification and instruction for the teaching profession.

2. The Board will reimburse each teacher making application to the Superintendent an amount of One Hundred Seventy-Five Dollars ($175) per quarter hour or Three Hundred Dollars ($300) per semester hour up to a maximum of Three Thousand Dollars ($3,000) per year per teacher with a ceiling of Twenty-Five Thousand Dollars ($25,000) per school year for the entire bargaining unit. The year will be continuous from July 1 to June 30. Requests will be approved in order of the date of application until the ceiling is reached. The classes must begin prior to June 30 of any given year to be included in this Three Thousand Dollars ($3,000) reimbursement. The amount to be reimbursed will be based on the starting date of the class. Following the satisfactory completion of the course work, a proof of payment and a transcript of said work must be presented to the Treasurer before payment will be made. Reimbursement will be paid within thirty (30) days.

3. The reimbursement will be made only to individuals who are currently employed by the school district, or to those on a Board approved leave of absence, or to those who were employed but had their contracts suspended due to a Reduction in Force. However, teachers whose contracts have been suspended due to a Reduction in Force will not receive approval for tuition reimbursement after April 30.

J. SEVERANCE PAY

1. Upon retirement from teaching, a unit member who has taught for ten (10) or more years in the McComb School District and who has provided written notification of State Teacher Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit up to 62.5 days.

2. Payments will be made at the member's per diem rate in effect his/her last full day of employment in the district. The member's per diem rate will be computed on the basis of the number of contract days per year for the member.

3. Payment will be made not later than thirty (30) days, following verification from STRS that retirement has been processed, after retirement unless the member requests that payment be deferred until after January 1 of the following year, but such payment will not be made later than the first pay of the following calendar year.

4. Any payment will be made only after the member becomes a retiree of the State Teachers Retirement System. Once such severance payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a member.

5. In case of the death of a member before retirement, any accrued severance pay will be paid to the estate of said member.

6. An additional One Thousand Dollars ($1,000) of severance pay will be granted to teachers who submit a written resignation for the purpose of retirement to the Board by February 1, or Five Hundred Dollars ($500) by April 1, prior to the effective date of retirement after the end of the school year.

K. INSURANCES

1. Hospitalization and Major Medical

   a. A High Deductible Health Plan (HDHP) will be offered through the Hancock County Health Insurance Consortium. The Board/Employee premium split will be 85% to 15%.

      The Board will provide the following contribution into the employee's Health Savings Account (HSA) in January each year, provided correct documentation is received by the Treasurer's office prior to January 1st. New hires approved by the Board shall have one-third (1/3) of the following contribution placed into the new-hires' HSA prior to the new hires' first day of employment in the District. The Board will provide the remaining two-thirds (2/3) of the new hires' contribution in January.

      i. Single plans: $1,000.00. Additionally, the Board will match up to $500.00.

      ii. Family plans: $2,000.00. Additionally, the Board will match up to $1,000.00.

iii. Employees must elect whether to receive matching funds during the open enrollment period, by December 1. Once this election is made, it cannot be changed until the next open enrollment period. (One time per year calculation by the treasurer's office)

iv. Board contributions to the HSA only apply to full plan years of enrollment. Partial plan years due to enrollment on a qualifying event will result in prorated matching funds.

b. Part-time employees who work at least 30 hours will receive medical insurance coverage prorated on the basis of the percentage of time worked or subject to ACA regulations. Current part-time employees (as of April 30, 2014) whose hours are below 30 hours per week who take health insurance will be permitted to continue to take insurances under this section at a prorated premium share.

c. Section 125 Plan

The Board will maintain a "cafeteria plan" under Internal Revenue Code (IRC) Section 125 to permit employees to make contributions to set aside pre-tax dollars for dependent care and medical expense reimbursement. Teachers will have an opportunity on an annual basis to enroll in the "cafeteria plan."

This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

d. Stipend/Opting Out

Any employee who can demonstrate that he/she is covered by a hospitalization/surgical/major medical plan shall have the right to annually opt out of the Board-provided hospitalization/surgical/major medical insurance plan. If the employee provides written notice to the Treasurer before September 1 of any year, the Board shall pay a lump sum equal to Two Thousand Dollars ($2,000). This pay shall be forwarded to the employee on or before September 10 of the succeeding year. In order to be reinstated to the Board's Plan, however, one of the two following criteria and conditions must be followed:

i. If an employee demonstrates to the Board that he/she has lost coverage involuntarily of the non-Board Plan, then the employee will be reinstated immediately to the Board Plan and receive the applicable prorated amount.

ii. If the employee chooses to voluntarily re-enroll in the Board Plan, without loss of coverage as described in (i) above, the employee and his/her dependents must be free of any condition which did not exist prior to opting out for at least ninety (90) days after re-enrolling. Reinstatement may be only on September 1.

iii. Eligible part-time employees or employees who opt out for a portion of the year will be paid on a pro-rata basis. Plan Year goes from Oct. 1 – Sept. 30.

e. The Board of Education reserves the right to place the hospitalization and major medical insurance coverage up for bid in an attempt to lower costs under the following conditions:

i. The MTEA shall have the right and adequate time to investigate any carrier being considered by the Board and to raise questions and/or concerns regarding same through the insurance committee.

f. The Board will offer the HPDP plan available through the Hancock County Health Consortium.

2. Life Insurance

The Board shall pay 100% of the cost for each employee for $50,000 term life insurance with accidental death benefit.

3. Dental Insurance

The Board shall pay a maximum of Fifty Dollars ($50) per month for the dental insurance (family or single) for each bargaining unit member, and shall be prorated for part-time employees.

4. Vision Insurance

The Board will offer vision insurance paid 85% by the employer and 15% by the employee.

L. INSURANCE COMMITTEE

An Insurance Committee shall be established by and between the Board and the MTEA to discuss the status of the District's medical insurance and to continually evaluate the status and cost-effectiveness of the District's medical insurance plan and to make recommendations to the Board and the Association regarding the same and areas for improvement. Said Committee shall meet a minimum of two (2) times per year. Either side has the authority to call a meeting. Membership on the Committee shall consist of three (3) representatives of the Association and three (3) representatives/designees of the Board. The Association representatives shall be appointed by the Association President. If either party requests that the District's insurance consultant be present at the next meeting, there will be a mutually agreed upon date for such a meeting to occur. Upon request, information from the insurance consultant will be provided within a mutually agreed upon timeframe. Quarterly consortium reports and/or meeting minutes will be provided to all members of the Insurance Committee.

M. DAILY RATE OF PAY

An employee's daily rate of pay shall be calculated by dividing the employee's basic teaching salary, exclusive of all supplemental salary, by the number of contract days in the regular school year.

N. STRS PICK-UP

The Board herewith agrees with the Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions.

1. The amount of the "pick-up" on behalf of each employee shall be the amount required by the STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amounts "picked-up" by the Board for the state and federal tax only.

2. The pick-up shall be uniformly applied to all members of the bargaining unit.

3. The pick-up shall apply to all compensation including supplemental earnings.

4. Payment for all paid leaves, sick leave, personal leave, severance pay and supplemental earnings, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance with respect to the "pick-up" and combination with other tax-deferred compensation plan.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinion, or other governing regulation, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

O. COMPLIMENTARY PASSES

Complimentary General Admission passes for all local school athletic events will be issued to each member. These passes, for athletic events only, will cover the admittance of the bargaining unit member. Passes available upon request from the Athletic Director.

ARTICLE V – EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. CLASS SIZE

If either the Association or a teacher believes that an imbalance or overload in either an individual class size or in the total teaching load of a teacher exists, the following procedure will be used:

1. Either the teacher or the Association shall refer the problem, in writing, to the Building Principal. Thereafter, the Building Principal will confer with the teacher and an Association representative in an effort to resolve the problem.

2. If the conference with the Building Principal fails to resolve the problem, the Association may refer the problem, in writing, to the Superintendent. Thereafter, the Superintendent will confer with the Association representative(s) and the teacher(s) involved in an effort to resolve the problem.

B. ASSIGNMENTS

1. Teacher assignments shall be on the basis of licensure and endorsement. Any teacher who allows their license or endorsement within their teaching assignment to lapse shall be subject to dismissal from employment. Such dismissal shall occur immediately following an informal meeting with the teacher to confirm the lapse. Once the lapse has been confirmed, the dismissal from employment shall not be subject to statutory appeal or the grievance procedure.

2. Each teacher shall be notified in writing of a change in his/her teaching assignment for the next year by June 30. However, changes can be made later if deemed appropriate by the Superintendent. When such is the case, a conference will be held between the Superintendent and the teacher to discuss the reasons for the change.

C. ASSOCIATION RIGHTS

1. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

2. Representatives of the Association may make brief announcements during school faculty meetings.

3. Representatives of the Association may make brief announcements on the public address systems during morning and afternoon announcements and at other times mutually agreed to by the Building Principal and Association representative.

4. The Association may use the District inter-school mail and e-mail service and teacher mailboxes for communications to teachers.

5. The Association President and/or his/her designated representative shall have the right to comment on any agenda item at Board meetings during the "Reception of Visitors."

6. An employee who is engaged during the school day on behalf of the MTEA in negotiations, mediation, bargaining, grievances or arbitration with any representative of the Board shall be released from regular duties without loss of salary. Such appearances(s) shall not be charged against any other leave in this Agreement. This provision applies to meetings scheduled by mutual agreement of the Board and the MTEA.

7. The MTEA shall have the right to represent bargaining unit members and non-members on any employment related matters.

D. BUILDING LEADERSHIP TEAMS

The Association and the Administration will form building leadership teams in each level for the purpose of providing a vehicle for communication between teachers from within the building and the administrative staff of the building.

Principals will solicit input from the Building Leadership Teams (BLT) regarding Professional Development programming.

District level professional development will be planned by the Superintendent with input from the District Leadership Team (DLT). The Superintendent shall have the final approval for all professional development.

E. LABOR MANAGEMENT MEETINGS

The Superintendent shall meet a minimum of once a month with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both parties.

F. RESIDENT EDUCATOR PROGRAM/MENTOR PAY

Mentors will be paid Five Hundred Dollars ($500) for each resident educator.

Mentors will complete the verification form found in Appendix G and submit this form to the Treasurer by May 15 of each year in order to receive their mentor pay by the 2nd pay in June.

RESIDENT EDUCATOR/MENTOR PROGRAM: (will conform to ODE requirements)

A Resident Educator Mentor will be assigned to an individual who is in the first two years of employment under a two (2) year Resident Educator License.

Observations and feedback given by the resident educator mentor teachers are non-evaluative, confidential, and will not become a part of any teacher file or teacher evaluation.

Being a Resident Educator Mentor is voluntary.

Mentor Selection Guidelines:

a. Licensure Requirement

   1) Five-year Professional License; or
   2) Two-year Provisional License that has been renewed two or more times.

b. Five years of teaching experience

c. Classroom teaching experience within the last five years

d. Successfully complete state-sponsored mentor training. Must complete two ODE courses:

   1) Instructional Mentoring (IM) course; and
   2) Resident Educator-1 (RE-1) course.

e. Complete any application process that the District has put in place (determined locally)

f. Bargaining Unit member; unless no volunteers

g. Subject Area

h. Same Building

i. At least five (5) years experience in the McComb Schools

j. Mentors chosen by seniority and/or a rotating basis

k. Management Selection (if all else is equal)

The final selection of a mentor shall rest with the Superintendent or designee.

If the mentor or the Resident Educator feels that the mentoring relationship is not satisfactory, either may ask the building principal to intervene during the first six (6) weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss their concerns and attempt a resolution. If unsuccessful by the end of the first nine (9) weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

G. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The McComb Teachers Education Association (MTEA) and the McComb Board of Education will appoint a Local Professional Development Committee (LPDC) in accordance with SB 230. The committee will consist of five (5) members; one clerk and three members who will be selected from the MTEA by election on a rotating basis, as well as one administrator, selected by the administration. LPDC members shall be elected to staggered terms as follows. The clerk will be selected by all members through election and will serve a 5 year term. Teacher representatives will be elected by building levels (K-4, 5-8 and 9-12) with one representative for each building level. Teacher representatives will serve 3 year terms. One administrator will be chosen for a 2 year term.

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of the LPDC. Any decision rendered by the LPDC is not subject to collective bargaining grievance procedures.

Teacher Members of the LPDC will be paid as per the Supplemental Salary Schedule (Appendix E).

H. OPEN ENROLLMENT OF MEMBERS CHILDREN

The District will allow children of bargaining unit members to attend the McComb Local School K-12 open enrollment. Teachers' children will receive priority for placement in

the District run Pre-school after IDEA, screened at risk, and kindergarten hold students. Out of District members will be eligible to enter the pool for pre-school lottery selection.

I. NON-DISCRIMINATION PROVISION

The Board and the Association agree that the Board's discrimination policy applies to all bargaining unit members.

J. DRUG/ALCOHOL POLICY

No employee of the district engaged in work or in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, alcohol, barbiturate, marijuana, or any other controlled substance as defined in Federal and State law.

"Workplace" is the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities (at other sites off school property); or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of the school authorities and in which a federal grant is involved.

As a condition of employment, each employee who is engaged in work in connection with a directly funded federal grant program, shall notify his supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed on employees who violate the standards of conduct set forth in this policy.

K. FACILITIES

1. Each school shall be provided with at least one clean faculty lounge. Separate restroom facilities shall be provided for teachers, unless temporarily closed.

2. Teachers will be provided a designated parking lot. The administration and faculty will maintain this area as parking for faculty and visitors only.

3. The use of any tobacco products is not allowed on school property, within school facilities or school-owned vehicles.

L. INDIVIDUAL CONTRACT

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.

M. MASTER AGREEMENT DISTRIBUTION

Copies of the Master Agreement shall be presented by the Superintendent to all certified personnel within thirty (30) days after it has been approved by both parties or by the first day of the new school year, whichever is later. Any amendments shall be furnished by the administration to all certified personnel within thirty (30) days of enactment.

The Master Agreement is to be prepared for printing by the Association. The Association will be responsible for printing the contract once the final copy of changes from negotiations is approved by both sides.

New employees to the District shall be given a copy of the Master Agreement at the time of employment.

N. NEW TEACHER ORIENTATION

1. Two weeks before the start of a new school year, the President of the MTEA will be provided with the names, addresses, and telephone numbers of all teachers who are new to the District. This list will be updated if additional employment occurs.

2. Time shall be provided to the Association during the General Teachers Meeting on the first day of school each year. The time provided shall be at least one-half hour in length.

3. All teachers new to the District may be required to attend one (1) day of new teacher orientation without receiving additional compensation. If a second day is required by the administration, such teachers will receive $100 compensation for this day.

4. The Association President or his/her designee shall have the right to attend all formal orientation meetings for new employees.

O. PERSONNEL FILES

1. One official personnel file shall be maintained for each employee. This file will be kept in the Superintendent's office. The file shall be kept as confidential as applicable law allows. Requests for access to the file shall be made to the Superintendent or the Treasurer of the Board. The staff member will be entitled to one copy, at no cost, of any material in his/her file. If anyone other than administration, the secretary, the Treasurer or the Board needs to review a

teacher's file, an attempt will be made to notify the teacher twenty-four (24) hours in advance.

2. Any notation made in the file which adversely reflects upon the teacher's conduct, service, character or personality shall be reported to the teacher and he/she will be permitted to read the notation. The teacher will acknowledge having read the notation by signing it and has the right to answer the notation and the answer shall be attached to the file copy.

3. When a complaint is made by a parent of a student or any other member of the public which is deemed serious enough to become a matter of record in the teacher's personnel file, the teacher shall be informed of the complaint and will have the right to read it, sign it, and answer the complaint with the teacher's answer attached to the file copy. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.

   Any material that is mutually agreed to be inaccurate, irrelevant or untimely shall be expunged from the file immediately upon the teacher's request.

P. RECEIPT OF PUBLIC INFORMATION

1. The Association shall receive notice of all Board meetings (regular or special) at least one (1) day in advance. Such information shall be directed to the Association President.

2. The Association shall receive in advance a copy of the agenda for each Board meeting. Such agenda shall be sent to the Association President at the same time it is sent to the Board. In addition, the Association shall be given such non-confidential enclosures as are requested by the MTEA President and those which the Superintendent believes to be appropriate.

3. Minutes of Board meetings will be made available on the District website.

4. Upon request, the Association shall be given a copy of any financial documents which are routinely prepared.

5. The Administration shall provide to the Association President, on a timely basis, a Board Policy Manual and all updated policies electronically.

Q. SCHOOL CALENDAR

1. The MTEA will be supplied with all calendars that the Board will consider and prior to Board adoption of or revision of said calendar, the MTEA shall be given an opportunity to survey the bargaining unit. The results of any MTEA survey shall be taken into consideration by the Board. The MTEA's response to the proposed calendar shall be provided to the Board within seven (7) days after the

MTEA receives the proposed calendar. The Board retains the right to make the final decision on the annual calendar or revisions to the calendar. Its selection, however, will be based on one (1) of the options submitted for the above survey.

R. CALAMITY DAYS

1. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school busses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use.

2. Teachers will not be required to report to work on calamity days when the District has cancelled classes for students due to reasons which also unreasonably risk the safety of teachers, as determined by the Superintendent. The parties expressly agree that fog and the inoperability of school busses do not risk the safety of teachers.

   Notice of teachers' duty to work on a calamity day shall be issued through the District's text message alert system, following the declaration of the calamity day. Teachers shall report to work at their assigned buildings on such calamity days by 10:00 a.m. Teachers may be assigned to engage in professional development activities, department meetings, or other similar work, as determined by the Building Principal.

3. The Board may choose to make up any days missed after the first five (5) days. The Association and the Administration shall jointly determine the length of the work day(s) and when such day(s) shall be worked.

4. On or before May 1, the MTEA President and/or his/her designee shall meet with the Superintendent to develop a contingency plan for makeup days for the following school year to be presented to the Board of Education for their approval.

S. SEQUENCE OF CONTRACTS

1. For all teachers hired after July 1, 2017 duration of contracts will be as follows:

1st contract offered	1 year contract
2nd contract offered	1 year contract
3rd contract offered	1 year contract
4th contract offered	2 year contract
All subsequent contracts offered	2 year contract

2. For all teachers hired prior to July 1, 2017 the duration of the contracts will be as follows:

1st contract offered	1 year contract
2nd contract offered	1 year contract
3rd contract offered	1 year contract
4th contract offered	2 year contract
5th contract offered	3 year contract
6th contract offered	5 year contract

3. The Board reserves the right, in special cases, to deviate from the above formula, but the reason(s) for the deviation must be issued in writing to the party involved.

4. A teacher holding a temporary certificate will be given a one-year contract.

5. Part-time teachers will be issued contracts on the same sequence as full-time teachers.

6. Continuing contracts will be issued as defined in Ohio Revised Code 3319.08. To be eligible for a continuing contract, a teacher must complete all eligibility requirements (Appendix M) and notify the Superintendent in writing, no later than September 30 in the school year he/she expects to meet all eligibility requirements by April 1. If such notice is given and the employee meets all eligibility requirements by April 1, the Board shall, at its regular April meeting, consider the staff member for a continuing contract effective the following school year.

   At the Expiration of a Limited Contract:

   If a teacher becomes eligible for continuing contract status at the expiration of his/her current limited contract, the Board may enter into a continuing contract with that teacher effective the next school year.

   During Term of Limited Contract:

   If a teacher becomes eligible for continuing contract status before the expiration of his/her current multi-year limited contract, the Board may enter into a continuing contract with that teacher effective the next school year.

   If any provision above conflicts with Ohio law, Ohio law will prevail.

T. STUDENT TEACHERS

1. A student teacher shall not be used as a substitute teacher unless he/she:

   a. is substituting for his/her cooperating teacher.

b. is so recommended by his/her cooperating teacher.

c. has had at least two (2) weeks of student teaching experience.

d. is protected by liability insurance.

2. No classroom teacher shall be assigned a student teacher unless mutually agreed to after consultation between the classroom teacher and the Administration.

3. The Board will notify the classroom teachers when checks are received for student teachers to be used on classroom supplies.

U. TEACHER INPUT

Teachers shall have input into policies that they are required to enforce.

V. USE OF BUILDINGS, FACILITIES, EQUIPMENT AND SUPPLIES

1. At no cost, the Association has permission to use for MTEA business buildings, school facilities, individual school equipment, computers, other duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. Supplies in connection with such equipment will be furnished or paid for by the Association.

2. Prior to Association use of school equipment, the condition of the equipment will be checked by the building principal, or his designated representative, and a representative of the Association to verify that the equipment is in proper working order. In the event of damage or breakage while using improperly, the Association will be responsible for necessary repairs.

W. LESSON PLANS AND CONTENT STANDARDS

1. Teacher lesson plans will be available for the teacher's respective building principal to review upon request. The principal may require a copy be turned into the office by Monday at the start of day for that week. Content standards may be required to be recorded and turned in monthly (dates set by the principal at the start of the school year).

2. Teachers shall use the approved grade reporting and parent communication online platform. Grades shall be posted weekly.

X. WORK YEAR/WORK DAY/WORK WEEK

1. The Board of Education shall determine annually the days and the hours when school shall be in session for instructional purposes.

The regular contract year for a member of the bargaining unit shall be no more than one hundred seventy-eight (178) days (1,335 hours). The work year shall consist of the following:

a. 1 day prior to the student school year, one-half (1/2) day for Administrative Meetings; one-half (1/2) day for teachers to work in their classroom uninterrupted.

b. 1 day following the student school year.

c. 1 day (7.5 hours) Professional Development.

d. 3 days (22.5 hours) Flex Days as needed including conferences.

2. The normal full-time teacher work day shall be no more than seven and one half (7 ½) hours inclusive of planning-conference time and a thirty (30) consecutive minute duty free lunch. The normal starting time will be ten (10) minutes before the student day begins and no later than 8:10 a.m.

All bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of five (5) class periods per week to be used as planning-conference time.

All members assigned to the elementary level shall be provided a minimum of two hundred (200) minutes a week of planning-conference time.

It is important to note that the time before and after the student day for which teachers are required to be present is not planning time.

Employees are expected to attend scheduled meetings.

3. The work week shall be Monday through Friday.

Y. INTERVENTION SPECIALISTS

Each Intervention Specialist shall be provided substitutes for one (1) day per year to prepare for and confer with parents for the purpose of IEPs and Progress Reports. This day may be taken in ½ day increments. The Intervention Specialist must provide three (3) days notice to secure a substitute teacher.

ARTICLE VI – REDUCTION IN FORCE

A. PROCEDURE

1. A reduction of instructional staff members may be made by suspending teachers' contracts in the event that a reduction becomes necessary pursuant to O.R.C. §3319.17.

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

   a. Implementation of a RIF program shall be effective as of August 1 unless the District receives a fiscal caution, watch or emergency letter from the Ohio Department of Education.

   b. The Association President shall be notified in writing of the Board's intent to consider a RIF program at least thirty (30) days prior to Board action.

   c. A meeting shall be held between representatives of the Association and the Board of Education 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 Association President as provided for in paragraph 2.b. above.

B. SENIORITY

1. A seniority list will be compiled by the President/Association by areas of licensure no later than October 1 of each year. The teacher and/or the Association will have thirty (30) days to resolve any disputes over the accuracy of the list. Seniority is broken only when an employee resigns, is non-renewed or is terminated from the District. Seniority list placement shall not be subject to Article II after the accuracy of the list has been confirmed by both parties.

2. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

3. Teachers with the highest summative OTES rating will be restored to employment first.

4. Procedures for determining seniority list:

   a. A seniority list(s) shall be prepared of all teachers according to continuous service in the district within all areas of certification. Those on continuing contracts shall be listed first according to continuous service in the district;

then, those on limited contracts shall be listed by continuous service in the district. This list(s) shall be maintained and updated on an annual basis. All approved "leaves of absence" will be applied toward continuous service for seniority purposes. The list(s) shall include the following information: date of initial employment (continuous), areas of certification. The Association President shall receive a copy of the seniority list(s).

b. A formalized list shall be prepared indicating the specific positions to be abolished. The Association President shall receive a copy of said list upon receipt of the 30-day notice.

c. A reduction in force will be accomplished by applying the following steps:

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

2) Teachers whose summative OTES rating is comparable will be RIF'd according to seniority. Seniority will not be a factor for determining a RIF if a less senior teacher has a higher OTES performance rating.

3) The teacher(s) who presently hold those position(s) are the teacher(s) whose contracts are to be suspended, unless it is possible for the involved teacher(s) to bump a teacher(s) with less seniority in another area for which the involved teacher(s) is properly certificated/licensed. Teachers with less seniority but higher summative OTES ratings will not be subject to bumping by more senior teachers.

4) Comparable evaluations shall be defined as follows based on the final summative OTES rating:

(1) Accomplished

(2) Skilled

(3) Developing

(4) Ineffective

d. Where the summative OTES ratings are comparable, if two or more teachers have the same length of continuous service, seniority will be determined by:

1) The date of the Board meeting at which the teacher was hired, and then by:

2) The date the teacher signed his/her initial limited contract in the district.

3) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available.

4) If any ties remain after 1), 2), and 3), they will be broken by lot.

e. A teacher(s) whose contract(s) is suspended as a result of a RIF program shall be given written notification by registered mail. This notification shall occur within ten (10) days of Board action. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher(s).

f. Contract suspensions will be effective on August 1 of the year of implementation of a RIF program, unless paragraph 2.a. above is triggered.

5. Reemployment of teachers whose contracts were suspended by the RIF program:

a. Teacher(s) whose contract is suspended shall be placed on a recall list stating years of continuous service to the district, subject(s) certified to teach, and type of contract held prior to suspension and the summative OTES rating at the time of contract suspension.

b. A teacher on the recall list shall be offered a contract, for a position for which he/she is certificated/licensed (or can become certificated/licensed), as set forth on said recall list, as positions become available. Notification will be made by registered mail. It is the responsibility of the involved teacher(s) to advise the Board of the address where they can be reached.

c. A teacher who is offered a contract under the provisions of this policy must respond within seven (7) days of the receipt of said offer. If an individual does not accept a contract or fails to respond in the time stated, the individual will be removed from the seniority list. If the offer of a contract is returned unopened, that individual will retain his/her seniority

position and will be offered the next available opening for which he/she is properly certificated/licensed.

d. Transfers of teachers employed but not affected by the RIF program shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be offered first to teacher(s) who are properly certificated/licensed and whose name(s) appear on the recall list (as developed in Section 7.a.). Transfers may be made to a position affected by the RIF program after the position(s) have been offered to all properly certificated/licensed teachers on said recall list.

e. No teacher new to the district will be employed until all properly certificated/licensed teachers on the recall list have been offered a contract for the position in accordance with the provisions of this policy.

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

6. Teachers not employed as a result of the RIF program will be given preferential consideration as substitute teachers.

7. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not exceeding three (3) years.

8. Administrative and supervisory positions are excluded from the provisions of this Article.

C. REEMPLOYMENT AND NON-RENEWAL PROCEDURE

1. Continuing Contracts – In the termination of a continuing contract, the procedures set forth in the Ohio Revised Code are to be followed.

2. Limited Contracts – The non-renewal of a limited contract shall be in accordance with O.R.C. §3319.11.

Non-renewal of limited teaching contracts for certified employees who have been employed for three (3) years or less and have not shown sufficient growth through an improvement plan and administrative support shall be subject to the following procedures:

a. At least ten (10) days prior to the Board action, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract,

such teachers shall have the right to a meeting with the Board in executive session with representation to present their case.

b. This non-renewal procedure for certified teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge non-renewal pursuant to O.R.C. §3319.11 or §3319.111 or through the negotiated grievance procedure.

ARTICLE VII – DISCIPLINE PROCEDURE

1. A bargaining unit member may be represented at any disciplinary conference or hearing by an MTEA representative, LRC and/or OEA legal counsel.

2. It is understood that any disciplinary action shall be commensurate with the severity of the offense and may be initiated at any level, and may include the repetition of an action without progression.

3. When, after the investigation of the allegation(s), the administration determines that the reprimand of a teacher is warranted, the teacher may first receive an oral reprimand in private which shall occur within two (2) working days of the conclusion of the investigation. The administrator shall document an oral reprimand on a form that includes subject topic only (no details), date, signature of the administrator and staff member involved, and a copy going to both parties. (See Appendix K for form).

4. A written reprimand shall be signed by the individual who may submit a written reply to the reprimand, and both shall become a part of the individual's personnel file. If a conference occurs to discuss the written reprimand, the principal and/or Superintendent and the teacher each may be accompanied by a representative.

5. After the bargaining unit member has had an opportunity to meet with the Superintendent, hear the allegations against him/her and respond to the allegations with the benefit of representation as noted in paragraph 1 above, the Superintendent may suspend a teacher without pay for up to five (5) days if a suspension is warranted according to paragraph 2 and if good and just cause exist for a suspension.

6. A teacher may be terminated according to O.R.C. §3319.16 and appeal shall be limited to the appeal outlined in that law.

7. No teacher shall be disciplined for arbitrary or capricious reasons or without good and just cause.

ARTICLE VIII – TEACHER EVALUATION

A. DEFINITION/OTES COMMITTEE

1. The Board shall implement and maintain a standards based evaluation procedure for teachers and school counselors pursuant to OTES and OSCES (including any changes to the policy requirements as issued by the Ohio Department of Education) as adopted in Board Policy in consultation with the Association. This evaluation procedure shall be consistent with O.R.C. §3319.111 and §3319.112. Teachers and counselors who are subject to the Ohio Teacher Evaluation System and the Ohio School Counselors Evaluation System shall be evaluated in accordance with the procedure outlined below.

2. The Board shall not change the evaluation procedure currently in effect without consultation with the Association. The District OTES committee will reconvene when necessary to monitor OTES development over the term of this Agreement and make recommendations, as appropriate, to the parties.

3. The District OTES Committee shall consist of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association.

4. Compliance with the adopted evaluation procedure is subject to the grievance procedure.

B. EVALUATION PROCEDURE

Section 1. Each teacher will be evaluated according to the Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.

Section 2. Criteria for Performance Assessment

a. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument available online on the Ohio Department of Education's website.

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

c. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being

evaluated. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

d. No teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

Section 3. Evaluators

a. Each teacher subject to OTES will be evaluated by one credential evaluator who is an administrative employee of the Board. The teacher will be notified of the identity of his/her evaluator at the beginning of the school year.

b. No member of the bargaining unit, nor any other teacher employed by the Board, shall evaluate another teacher or bargaining unit member.

c. In assessing a teacher's performance, evaluators shall not make judgements, or otherwise discriminate, based on a teacher's age, length of service, gender, race, ethnicity, religion, sexual orientation, marital status, disability, union membership, or union activism.

Section 4. Frequency of Evaluations

a. A teacher receiving a rating of Accomplished may be evaluated every three years.

b. A teacher receiving a rating of Skilled may be evaluated every two years.

c. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, the evaluator will conduct at least one observation of the teacher and hold at least one conference with the teacher within ten (10) school days to review and discuss the observation and any related evaluation documents, unless an extension of the timeline is mutually agreed upon by the evaluator and teacher.

d. The administration may elect not to conduct an evaluation of a teacher who was on leave for 50 percent or more of the school year; or has submitted notice of retirement on or before December 1 of the school year.

e. Teachers new to the district shall be evaluated using the full evaluation cycle for the first three years regardless of final summative rating.

f. Resident Educators in the district shall be evaluated using the full evaluation cycle for the first three years regardless of final summative rating and may be evaluated in year four at the discretion of the evaluator.

Section 5. Evaluation Cycles

a. Components of a Full Evaluation Cycle:

- Professional Growth/Improvement Plan
- Formal Holistic Observations Followed by Conference
- Classroom Walkthroughs
- Formal Focused Observations-Emphasis on Focus Area(s)
- Final Summative Conference

b. Components of a Less Frequent Evaluation Cycle:

- Professional Growth Plans
- One Observation
- One Conference with Discussion of Progress on PGP

Section 6. Observation

a. A credentialed evaluator shall perform two (2) formal observations in a year in which the teacher is on a full evaluation cycle. Each formal observation shall be at least thirty (30) continuous minutes. There shall be at least 3 weeks between formal observations.

b. One (1) formal observation shall occur in a year in which a teacher is on a less frequent evaluation cycle.

c. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, a school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.

d. A teacher may request a formal observation at any time in addition to those required by this procedure.

e. All dates and times of formal observations shall be agreed upon between the teacher and the credentialed evaluator.

f. A pre-observation conference shall occur between the evaluator and the teacher not less than two (2) working days prior to each formal observation.

g. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than ten (10) working days following the formal observation unless an extension of the timeline is mutually agreed upon by the teacher and the evaluator. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

h. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

Section 7. Walkthroughs

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

- Evidence of planning
- Focus for learning
- Knowledge of students
- Lesson Delivery
- Differentiation
- Resources
- Classroom Environment
- Student Engagement
- Assessment
- Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

b. A walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

c. An evaluator may perform an appropriate number of walkthroughs at his/her discretion. A teacher wishing to limit the number of walkthroughs used by the evaluator in completing the summative evaluation may request a limit of (4) total walkthroughs for a given school year. The request must be received in writing by the first Friday in September. A teacher's request to limit the number of total walkthroughs will not prevent the evaluator or other members of the administration from entering the teacher's classroom or observing the teacher at any time for any reason.

d. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, not later than two (2) work days following the walkthrough.

e. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.

f. Walkthroughs shall not disrupt the learning environment in the classroom.

g. Teachers may request a walkthrough at any time.

Section 8. Professional Growth and Improvement Plans

a. Professional Growth Plans or Improvement Plans will be developed annually. Each plan will be based upon results of the Evaluation and aligned to any existing school district or building improvement plan.

b. Professional Growth and Improvement Plans shall be developed as follows:

(1) Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle.

(2) Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle.

(3) Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator.

(4) Teachers whose evaluation rating is Ineffective shall develop an improvement plan with their assigned evaluator.

(5) Teachers new to the district and new teachers will develop a professional growth plan collaboratively with their credentialed evaluator.

c. 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.

d. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement, and support poorly performing teachers.

e. Professional Growth and Improvement Plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building Level Improvement Plan.

f. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

g. The Professional Growth Plan or Improvement Plan will be completed and submitted to the evaluator by October 10, unless a later date is selected by the evaluator.

h. The templates for the Professional Growth and Improvement Plans can be found online on the Ohio Department of Education's website.

Section 9. High Quality Student Data (HQSD)

a. Each evaluation shall contain two (2) measures of high-quality student data (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) source of HQSD.

b. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

- Knowledge of the students to whom the teacher provides instruction.
- The teacher's use of differentiated instruction practices.
- Assessment of student learning.
- The use of assessment data.
- Professional responsibility and growth.

c. HQSD may be selected from among state approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

d. No Evaluation Factor shall be impacted by student performance on a test or tests.

e. HQSD shall not be aggregated to provide "shared attribution" among teachers in the District, building, grade, content area, or other group.

Section 10. Selection and Use of High Quality Student Data

a. The teacher evaluation will use at least 2 measures of district-determined HQSD to provide evidence of student learning attributable to the teacher being evaluated.

b. 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) source of HQSD.

c. The high-quality student data instrument will be reviewed by the OTES committee to meet all of the following criteria:

(1) Align to learning standards.

(2) Measures what is intended to be measured.

(3) Be attributed to a specific teacher for course(s) and grade level(s) taught.

(4) Demonstrate evidence of student learning (achievement and\or growth).

(5) Follow protocols for administration and scoring.

(6) Provide trustworthy results.

(7) Not offend or be driven by bias.

d. The teacher must use the data generated from the high-quality student data instrument by:

(1) Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning.

(2) Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students.

(3) Informing instruction and adapting instruction to meet students' needs based upon the information gained from the data analysis.

(4) Measuring student learning (achievement and\or growth) and progress towards achieving state and local standards.

Section 11. School counselors who are members of the bargaining unit will be evaluated using a Board approved form created specifically for school counselors.

Section 12. Other non-teaching members of the bargaining unit, who provide no instruction will be evaluated by a Board approved form created specifically for their position.

Section 13. Finalization of Evaluation

a. Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

c. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10. Electronic signatures (e.g. PIN) may be used.

ARTICLE IX – TRANSFERS AND VACANCIES

1. When the Board determines a vacancy to exist, such vacancy shall be posted via District e-mail.

2. No vacancies shall be permanently filled by an individual outside the existing bargaining unit until ten (10) working days after the vacancy is posted via District e-mail. From July 15 through September 15, in the absence of an intent form for the open position, the position will be filled as necessary by the Superintendent. Transfers shall only be granted after filing the request for transfer (Appendix J) with the Superintendent.

3. The ten (10) working days after receipt of the vacancy notice may be waived by the Superintendent if no staff member is properly certified. If a bargaining unit member is certified for a position and requests the transfer, they will be considered for the vacancy and shall be granted an interview. After August 1, no vacancies shall be permanently filled by an individual outside the existing bargaining unit until five (5) working days after such posting.

4. When vacancies occur after the end of the school year, the Superintendent will contact those employees who have filled out a request for transfer form. It shall be the employee's responsibility to notify the Superintendent of a local address and/or telephone number where he/she may be reached during the summer. Such employees shall be given consideration and be granted an interview.

5. A vacancy shall be determined to exist when the Superintendent has received a letter of resignation, non-renewal that the Board intends to fill, creation of a new position, or retirement from a teacher, or other means as determined by the Superintendent.

6. Transfers

A teacher may submit, in writing, a request for a voluntary transfer to the Superintendent of Schools at any time whether or not a vacancy exists. The request shall be kept on file for a period of one (1) year. After one (1) year, the teacher may re-activate his/her request for another one (1) year. Any teacher making a request for a voluntary transfer, and whose request is denied, shall be given written reason(s) for the denial if he/she requests.

7. Involuntary Transfer

a. No teacher shall be arbitrarily or capriciously transferred. Any teacher involuntarily transferred shall be given written reason(s) for such a transfer if he/she requests.

b. Notice of an involuntary transfer will be given to teachers prior to June 30 preceding the school year in which the transfer is to take place, except in cases of emergency.

c. An involuntary transfer will be made only after a meeting between the teacher involved, the principal, and the Superintendent. On a system-wide basis, any involuntary transfer will be communicated to the Association President prior to any such action.

ARTICLE X– OTHER PROVISIONS

A. ENTIRE AGREEMENT CLAUSE

This Master Agreement supersedes and cancels all previous negotiated agreements.

B. ZIPPER CLAUSE

This agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

C. WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this Master Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Master Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Master Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Master Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Master Agreement, except as provided in the Amendment Procedure section of this document.

D. AMENDMENT PROCEDURE

Recognizing that circumstances may dictate the advisability of amending negotiated agreements, it shall be possible to do so by mutual consent of both parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. A meeting for this purpose shall be held within ten (10) work days of the request. To be valid, an amendment must be properly signed and ratified by each party. Such amendments shall then be attached to the Master Agreement.

E. CONFLICT WITH LAW

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If, however, any provision of this Agreement is determined to be contrary to state or federal law by a court of competent jurisdiction, only such provision shall be null and void and the remainder of the Agreement shall remain in full force and effect. Within thirty (30) days, the parties shall schedule a meeting to renegotiate the provision found contrary to law.

F. BOARD RIGHTS

Except as otherwise agreed in this Agreement between the Association and the Board, the employer retains the following rights and responsibilities:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on the subjects reserved to management in the preceding paragraph except as they effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

G. REEMPLOYMENT OF RETIREES

1. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

2. A Retiree shall be placed at salary step five (5) in the appropriate training column and thereafter may advance on the schedule on the same basis as other teachers.

3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111. A retiree is eligible for a supplemental contract only at the discretion of the Board, O.R.C. 3313.53 is superseded.

4. A Retiree shall accumulate and may use sick leave in accordance with Article III(A) of the Negotiated Agreement but shall not be entitled to severance

pay under Article IV(K) of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

5. A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article IV(L) of the Negotiated Agreement, unless they are not eligible for coverage through STRS.

6. A Retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force under Article VI(B) of the Negotiated Agreement. A reduction in force of a Retiree shall result in the automatic termination of the Retiree's contract. This section supersedes Chapter 3319 of the Ohio Revised Code.

7. The Board and the Association expressly intend that this Article supersedes any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

8. Except as modified by this Article, all other terms and conditions of this Negotiated Agreement remain in full force and effect.

9. The Association President will be notified in writing of any reemployment of a retiree.

H. TERM OF AGREEMENT

This Master Agreement shall be in effect for a three year period starting 12:01 A.M. July 1, 2026 and shall remain in full force and effect through midnight, June 30, 2029.

This agreement is executed at McComb, Ohio, on this 8th day of April, 2026.

McCOMB BOARD OF EDUCATION

BOARD PRESIDENT

SUPERINTENDENT

TREASURER

BOARD NEGOTIATOR

BOARD NEGOTIATOR

McCOMB TEACHERS EDUCATION ASSOCIATION

MTEA PRESIDENT & NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

NEGOTIATOR

LABOR RELATIONS CONSULTANT
OEA/NEA

APPENDIX A

MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY INDEX 2026-2029

Step	BA	150 SH	MA	MA+15	MA+30
0	1.000	1.038	1.095	1.143	1.191
1	1.038	1.081	1.143	1.191	1.240
2	1.076	1.124	1.191	1.240	1.290
3	1.114	1.167	1.240	1.290	1.340
4	1.152	1.210	1.290	1.340	1.390
5	1.190	1.253	1.340	1.390	1.440
6	1.228	1.296	1.390	1.440	1.490
7	1.266	1.339	1.440	1.490	1.540
8	1.304	1.382	1.490	1.540	1.590
9	1.342	1.425	1.540	1.590	1.640
10	1.380	1.468	1.590	1.640	1.690
11	1.418	1.511	1.640	1.690	1.740
12	1.418	1.554	1.690	1.740	1.790
13	1.418	1.597	1.740	1.790	1.840
14	1.418	1.597	1.790	1.840	1.890
15	1.456	1.640	1.840	1.890	1.940
16	1.456	1.640	1.840	1.890	1.940
17	1.456	1.640	1.865	1.915	1.965
18	1.456	1.640	1.865	1.915	1.965
19	1.456	1.640	1.865	1.915	1.965
20	1.494	1.683	1.890	1.940	1.990
21	1.494	1.683	1.890	1.940	1.990
22	1.494	1.683	1.915	1.965	2.015
23	1.494	1.683	1.915	1.965	2.015
24	1.494	1.683	1.915	1.965	2.015
25	1.532	1.726	1.940	1.990	2.040
26	1.532	1.726	1.940	1.990	2.040
27	1.532	1.726	1.990	2.040	2.090
28	1.532	1.726	1.990	2.040	2.090
29	1.532	1.726	1.990	2.040	2.090
30	1.570	1.769	2.040	2.090	2.140
31	1.570	1.769	2.040	2.090	2.140
32	1.570	1.769	2.090	2.140	2.190

APPENDIX B

MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2026-2027

Step	BA	150 SH	MA	MA+15	3% MA+30
0	40,058	41,580	43,864	45,786	47,709
1	41,580	43,303	45,786	47,709	49,672
2	43,102	45,025	47,709	49,672	51,675
3	44,625	46,748	49,672	51,675	53,678
4	46,147	48,470	51,675	53,678	55,681
5	47,669	50,193	53,678	55,681	57,684
6	49,191	51,915	55,681	57,684	59,686
7	50,713	53,638	57,684	59,686	61,689
8	52,236	55,360	59,686	61,689	63,692
9	53,758	57,083	61,689	63,692	65,695
10	55,280	58,805	63,692	65,695	67,698
11	56,802	60,528	65,695	67,698	69,701
12	56,802	62,250	67,698	69,701	71,704
13	56,802	63,973	69,701	71,704	73,707
14	56,802	63,973	71,704	73,707	75,710
15	58,324	65,695	73,707	75,710	77,713
16	58,324	65,695	73,707	75,710	77,713
17	58,324	65,695	74,708	76,711	78,714
18	58,324	65,695	74,708	76,711	78,714
19	58,324	65,695	74,708	76,711	78,714
20	59,847	67,418	75,710	77,713	79,715
21	59,847	67,418	75,710	77,713	79,715
22	59,847	67,418	76,711	78,714	80,717
23	59,847	67,418	76,711	78,714	80,717
24	59,847	67,418	76,711	78,714	80,717
25	61,369	69,140	77,713	79,715	81,718
26	61,369	69,140	77,713	79,715	81,718
27	61,369	69,140	79,715	81,718	83,721
28	61,369	69,140	79,715	81,718	83,721
29	61,369	69,140	79,715	81,718	83,721
30	62,891	70,863	81,718	83,721	85,724
31	62,891	70,863	81,718	83,721	85,724
32	62,891	70,863	83,721	85,724	87,727

APPENDIX C

MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2027-2028

Step	BA	150 SH	MA	MA+15	3% MA+30
0	41,260	42,828	45,180	47,160	49,141
1	42,828	44,602	47,160	49,141	51,162
2	44,396	46,376	49,141	51,162	53,225
3	45,964	48,150	51,162	53,225	55,288
4	47,532	49,925	53,225	55,288	57,351
5	49,099	51,699	55,288	57,351	59,414
6	50,667	53,473	57,351	59,414	61,477
7	52,235	55,247	59,414	61,477	63,540
8	53,803	57,021	61,477	63,540	65,603
9	55,371	58,796	63,540	65,603	67,666
10	56,939	60,570	65,603	67,666	69,729
11	58,507	62,344	67,666	69,729	71,792
12	58,507	64,118	69,729	71,792	73,855
13	58,507	65,892	71,792	73,855	75,918
14	58,507	65,892	73,855	75,918	77,981
15	60,075	67,666	75,918	77,981	80,044
16	60,075	67,666	75,918	77,981	80,044
17	60,075	67,666	76,950	79,013	81,076
18	60,075	67,666	76,950	79,013	81,076
19	60,075	67,666	76,950	79,013	81,076
20	61,642	69,441	77,981	80,044	82,107
21	61,642	69,441	77,981	80,044	82,107
22	61,642	69,441	79,013	81,076	83,139
23	61,642	69,441	79,013	81,076	83,139
24	61,642	69,441	79,013	81,076	83,139
25	63,210	71,215	80,044	82,107	84,170
26	63,210	71,215	80,044	82,107	84,170
27	63,210	71,215	82,107	84,170	86,233
28	63,210	71,215	82,107	84,170	86,233
29	63,210	71,215	82,107	84,170	86,233
30	64,778	72,989	84,170	86,233	88,296
31	64,778	72,989	84,170	86,233	88,296
32	64,778	72,989	86,233	88,296	90,359

APPENDIX D

MCCOMB LOCAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE 2028-2029

Step	BA	150 SH	MA	MA+15	2.5% MA+30
0	42,292	43,899	46,310	48,340	50,370
1	43,899	45,718	48,340	50,370	52,442
2	45,506	47,536	50,370	52,442	54,557
3	47,113	49,355	52,442	54,557	56,671
4	48,720	51,173	54,557	56,671	58,786
5	50,327	52,992	56,671	58,786	60,900
6	51,935	54,810	58,786	60,900	63,015
7	53,542	56,629	60,900	63,015	65,130
8	55,149	58,448	63,015	65,130	67,244
9	56,756	60,266	65,130	67,244	69,359
10	58,363	62,085	67,244	69,359	71,473
11	59,970	63,903	69,359	71,473	73,588
12	59,970	65,722	71,473	73,588	75,703
13	59,970	67,540	73,588	75,703	77,817
14	59,970	67,540	75,703	77,817	79,932
15	61,577	69,359	77,817	79,932	82,046
16	61,577	69,359	77,817	79,932	82,046
17	61,577	69,359	78,875	80,989	83,104
18	61,577	69,359	78,875	80,989	83,104
19	61,577	69,359	78,875	80,989	83,104
20	63,184	71,177	79,932	82,046	84,161
21	63,184	71,177	79,932	82,046	84,161
22	63,184	71,177	80,989	83,104	85,218
23	63,184	71,177	80,989	83,104	85,218
24	63,184	71,177	80,989	83,104	85,218
25	64,791	72,996	82,046	84,161	86,276
26	64,791	72,996	82,046	84,161	86,276
27	64,791	72,996	84,161	86,276	88,390
28	64,791	72,996	84,161	86,276	88,390
29	64,791	72,996	84,161	86,276	88,390
30	66,398	74,815	86,276	88,390	90,505
31	66,398	74,815	86,276	88,390	90,505
32	66,398	74,815	88,390	90,505	92,619

APPENDIX E

MCCOMB LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

For years of experience from 0-3 the percentage indicated for each position shall be multiplied by the starting salary (BA-zero) on the Teachers Salary Schedule. For years of experience from 4-14 the percentage indicated for three (3) years of experience shall be multiplied by each successive step in the Bachelors column on the Teachers Salary Schedule. This schedule is applicable for these positions only:

STEP LEVEL	0	1	2	3
Athletic Director	15%	16%	17%	18%
H.S./J.H. School Game Supervisor	$18.00/hr.			
Head Football	15%	16%	17%	18%
Assistant Football	7%	8%	9%	10%
Junior High Football	5%	6%	6.5%	7%
Head Basketball (Girls & Boys)	15%	16%	17%	18%
Assistant Basketball (Girls & Boys)	7%	8%	9%	10%
Junior High Basketball (Girls & Boys)	5%	6%	6.5%	7%
Head Wrestling	13%	14%	15%	16%
Assistant Wrestling	6%	7%	8%	9%
Junior High Wrestling	5%	6%	6.5%	7%
Head Volleyball	13%	14%	15%	16%
Assistant Volleyball	6%	7%	8%	9%
Junior High Volleyball	5%	6%	6.5%	7%
Head Baseball/Softball	10%	10.5%	11%	12%
Junior Varsity Baseball/Softball	6%	7%	8%	9%
Head Track (Girls & Boys)	10%	10.5%	11%	12%
Asst. Track (Girls & Boys)	6%	7%	8%	9%
Junior High Track (Girls & Boys)	5%	6%	6.5%	7%
H.S./J.H. Cross Country (Girls & Boys)	5%	6%	6.5%	7%
Golf (Girls & Boys)	9.5%	10%	10.5%	11%

APPENDIX E

STEP LEVEL	0	1	2	3
Weight Room Supervisor	Summer session (June, July, and August) @ $20.00/hour not to exceed $1,900.00			
	Fall session (September, October, and November) and Winter session (December, January, and February) and Spring session (March, April, and May) @ $20.00/hour not to exceed $850.00 per session			
Class Advisor (Senior & Junior)	2%	3%	4%	5%
(Sophomore & Freshman)	1%	2%		
H.S. Student Council	2%	3%	4%	5%
M.S. Student Council	2%	3%	4%	
Elementary Student Council	2%	3%		
H.S. Honor Society	2%	3%		
M.S. Honor Society	1%	2%		
H.S. Quiz Bowl	1%	2%		
M.S. Quiz Bowl	1%	2%		
H.S. Cheerleader Advisor	10%	10.5%	11%	12%
M.S. Cheerleader Advisor	5%	6%	6.5%	7%
H.S. Yearbook Advisor	7%	8%	9%	10%
Spanish Club	2%	3%		
Art Club	2%	3%		
Elementary Art Club	2%	3%		
Web Advisor	2%	3%		
Stem Club	2%	3%		
P.A.W.S.	2%	3%		
Builder's Club	2%	3%		
K Kids	2%	3%		
6th Grade Camp (3)	3%	4%		
Washington D.C. Positions (4)	3%	4%		
Teen Institute	1%	2%		
Band	5%	6%		
Chorus	4%	5%		
Drama Director	3%	3.5%	4%	4.5%
Asst. Drama Dir.	1.5%	1.75%	2%	2.25%
H.S. Musical Director	6%	7%	8%	9%
Assistant Musical (3)	3%	3.5%	4%	4.5%
LPDC	3%	4%		
Test Coordinator	4%	4.5%		

Summer School Teacher	$25.00/hr.			
Home Tutoring	$25.00/hr.			
After School Tutoring	$20.00/hr.			
Detention Monitor	$15.00/hr.			
IAT Coordinator	2%	2.5%		
Friday School Teacher	$50.00/day			
Extended Time:				
Technology Coordinator	22 days			
VoAg Advisor	15 days			
H.S. Guidance	15 days			
CBI	15 days			
Athletic Director	20 days			
Band	20 days			
Bonus of $300.00 for Head Coach/Advisor and $200.00 for Assistant Coach/Assistant Advisor for qualification in State or National level competition (State, State semi-final, State final, National level).				

All supplemental contracts will be filled upon the recommendation of the Superintendent to the Board of Education.

Not all listed positions may be filled in any given year depending on student interest and participation.

If, in the opinion of the supplemental contract holder and (if applicable) the Athletic Director, student participation exceeds a number of students that can be safely managed and coached/directed/supervised, the supplemental contract holder may ask the principal to recommend to the Superintendent that an additional person be added to the staff.

The employment of additional staff for athletic or extracurricular activities shall be at the discretion of the Superintendent, who shall make a recommendation to the Board regarding such employment based on consideration of relevant factors, including but not limited to, student safety and the number of participants in the athletic program or extracurricular activity. This addition to the staff will be at no reduction in salary for any of the coaches/directors already hired for that position. This request must be made within ten (10) days of the initial practice/meeting.

When more than one employee accepts the same supplemental position, the pay will be divided between the employees as recommended by the head coach.

APPENDIX F

SUBSTITUTE TEACHING BY STAFF MEMBERS

In the event that a substitute teacher is not available when a teacher is absent, another teacher may be asked to take extra students, although no teacher will be required to take extra students. Should the teacher be asked to miss a conference period, or if students are sent for his/her supervision, the teacher, upon request, will be reimbursed at Twenty-Five Dollars ($25) per conference period. No teacher will be required to supervise students during his/her conference period.

If an elementary teacher is required to supervise students due to the absence of a special teacher (art, music, physical education, etc.), the teacher will be reimbursed at Twenty-Five Dollars ($25) per day. Partial coverage time will be pro-rated.

If a teacher takes a split class for a day, the teacher shall receive 50% of the current substitute rate.

_____ substituted during their conference period on
Name

_____ for _____. ($25.00)
Date Teacher Replaced

_____ taught a split class on
Name

_____ for _____. (50% current sub rate)
Date Teacher Replaced

_____
Teacher's Signature

_____
Principal's Signature

_____
Date Approved

APPENDIX G

Resident Educator/Mentor Log

Resident Educator _____ **Year** 1 2 3 4
Mentor Teacher _____ **School Year** _____

Date	Topic	Resident Educator Initials	Mentor Initials

Date Submitted to Treasurer _____

APPENDIX H

Date_____

TO WHOM IT MAY CONCERN

_____ has been given permission to take the following courses or workshops listed below to be applied towards meeting additional hour requirements for increase increment credit on the present salary schedule.

(Course or Workshop)	(Hours) (Sem. or Qtr.)	(School)	(Date)

_____
Superintendent

APPENDIX I
(Page 1 of 4)

GRIEVANCE FORM

Grievance # _____

_____

NAME OF GRIEVANT DATE FILED

A. Date Cause of Grievance occurred _____

B. Statement of Grievance _____

_____

_____

_____

_____

_____

_____

C. Relief Sought _____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of Grievant Date

INFORMAL STEP

Discussion held on:_____

Signature of Administrator:_____

Signature of Employee/Association:_____

STEP I

_____
RECEIVED BY DATE

DISPOSITION OF PRINCIPAL_____

_____

_____

_____

_____

_____

_____

_____
SIGNATURE DATE

STEP II

RECEIVED BY DATE

DISPOSITION OF SUPERINTENDENT

SIGNATURE DATE

STEP III

RECEIVED BY DATE

DISPOSITION OF BOARD

SIGNATURE DATE

STEP IV

This grievance is hereby submitted to arbitration.

GRIEVANT DATE

ASSOCIATION PRESIDENT DATE

RECEIVED BY SUPERINTENDENT DATE

APPENDIX J

Please return to your building principal by_____

INTENTION NOTICE

Name_____ School Year 20_____ to 20_____

Present Assignment_____

Please check appropriate spaces:

_____ I am satisfied with my teaching assignment and plan to return next year.

_____ I do not plan to be here next year. A formal resignation will follow this notice.

_____ My plans are indefinite for next year. I wish a conference with the Superintendent concerning my employment for next year.

_____ I wish to be considered for possible transfer of teaching assignment(s).

Explain:_____

_____

_____ I plan to attend summer school this year.

Subject area:_____

_____

_____ Will additional college credit adjust your salary for next year?

Explain:_____

_____

EXTRA-CURRICULAR ASSIGNMENTS

_____ I am satisfied with my extra-curricular assignment and plan to return next year.

_____ I do not plan to accept my present extra-curricular assignment. A formal resignation will follow.

_____ My plans are indefinite next year. I wish a conference with the Superintendent concerning my extra-curricular assignment next year.

_____ I wish to be considered for the following extra-curricular assignments, if openings occur.

_____

_____

Signature

APPENDIX K

MCCOMB LOCAL SCHOOLS
ORAL REPRIMAND

An oral reprimand was issued to: _____

Topic (no details): _____

Date issued in private: _____

Signatures: _____
Administrator

_____
Employee

APPENDIX L

Employee Name _____
Evaluator _____

Technology Supervisor
Evaluation Instrument

Rating Scale:
1 – Unacceptable Performance 2 – Needs Improvement 3 – Average
4 – Above Average 5 – Outstanding

Performance Objective

1 2 3 4 5 Accepts responsibility for the care, condition, appearance, repair, and replacement of all TECHNOLOGY equipment on the facilities and grounds.

1 2 3 4 5 Recommends purchase of necessary parts for repair, as needed.

1 2 3 4 5 Repairs technology equipment as needed.

1 2 3 4 5 Conducts periodic inspection of the equipment to determine areas of needed repair.

1 2 3 4 5 Promotes good safety practices and procedures.

1 2 3 4 5 Establishes inventory procedures for technology equipment.

1 2 3 4 5 Assists in development and operation records.

1 2 3 4 5 Completes paperwork as required by the district administration.

1 2 3 4 5 Keeps informed of new techniques and operations.

1 2 3 4 5 Maintains and services all technology needs of district.

1 2 3 4 5 Is polite and courteous when working with the students, faculty, staff and community.

1 2 3 4 5 Performs all duties as assigned by the appropriate administrator.

1 2 3 4 5 Keeps superintendent/board of education informed of new ideas and future equipment needs of district.

1 2 3 4 5 Promotes a professional image while working at and representing McComb Local School.

APPENDIX L

Employee Name _____
Evaluator _____

The evaluation instrument is designed to assist the employee in assessing his/her performance and for the administration to assist the employee in improvement.

The employee's signature indicates awareness of the evaluation not necessarily agreement.

_____ _____
Evaluator's signature and date Employee's signature and date

Comments:

_____

_____

_____

_____

_____

_____

_____

APPENDIX M

MLSD Continuing Contract Flow Chart



Reference R.C. §§ 3313.08, 3319.11
1/30/19