MOUNT GILEAD EXEMPTED VILLAGE SCHOOL

NEGOTIATED AGREEMENT

BETWEEN THE

MOUNT GILEAD BOARD OF EDUCATION

AND THE

MOUNT GILEAD TEACHERS' ASSOCIATION

JULY 1, 2020 THROUGH JUNE 30, 2023

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ARTICLE I - RECOGNITION

1.01 Recognition

A. The Mount Gilead Board of Education, hereinafter referred to as the "Board" hereby recognizes the Mount Gilead Teachers' Association, hereinafter referred to as the "Association," an affiliate of the Ohio Education Association, and the National Education Association, as the exclusive representative for all members of the bargaining unit as defined below for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code and all other employment-related matters. Recognition of the Association shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provision of RC 4117.05 and 4117.07.

B. The bargaining unit is defined as all certificated personnel including regular classroom teachers, intervention specialists, speech-hearing therapists, librarians, guidance counselors, and full-time tutors and attendance officer(s) if said individuals hold a valid teaching certificate. Excluded from the bargaining unit are non-certificated personnel, substitutes, tutors (less than 4 hours), all certificated administrators by contract, and any other personnel as excluded under 4117.01 (C) 1-14 ORC.

Full-time tutors are defined as four (4) hours or more a day.

C. The term teacher as used in this Agreement shall refer to members of the bargaining unit.

ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.01 Scope

All matters pertaining to wages, hours and terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

2.02 Submission of Issues

Requests - Requests for negotiations shall be submitted in writing by the Association to the superintendent, or his/her designated representative, or by the superintendent to the president of the Association or his/her designated representative at least sixty (60) days prior to the expiration date of the Agreement. The first negotiations session shall be arranged by mutual agreement and shall take place within fifteen (15) days of the initial request unless otherwise mutually agreed.

Exchange of Proposals - At the first negotiations session, complete proposals shall be exchanged and future bargaining dates will be established. Upon submission of said proposals no additional items shall be submitted for negotiations except by mutual consent.

2.03 Negotiating Teams

Each party shall have the full authority to choose its own negotiating members. The Board and the Association shall be represented at all negotiating meetings by a team of negotiators not to exceed five (5) members each. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

2.04 Negotiation Meetings

The negotiating teams shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on those matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. All meetings shall be scheduled by mutual agreement as to time, place, and date for the next meeting established before adjournment of each meeting.

Negotiation meetings will not exceed three (3) hours in length unless extended by mutual agreement.

2.05 Caucus

Either team may request caucuses of up to thirty (30) minutes each during negotiations, unless the time is extended by mutual consent.

2.06 Exchange of Information

Upon request each party will provide the other all available information pertinent to the issues under negotiations which is considered a public record.

2.07 Progress Report

During negotiations any releases to the news media shall be jointly issued. Such releases shall be in writing and both parties shall approve of the news release prior to its dissemination.

2.08 Agreement

When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and signed with the approval of the negotiating teams.

This tentative agreement shall be submitted simultaneously to both the Association and the Board. Upon receipt of said tentative agreement, the Association shall have a maximum of ten (10) calendar days during the school year and thirty (30) calendar days during the summer recess to act on the agreement. In no case shall the Board take action prior to the Association. The Board shall have a maximum of thirty (30) calendar days to act on the agreement after the Association has taken action.

Both parties shall act upon the entire tentative agreement as a whole.

2.09 Impasse Procedures

A. If an agreement has not been reached, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be jointly requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).

B. The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. Mediation shall continue until the mediator, after consultation with the parties, determines that ultimate impasse has been reached.

C. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. This article does not diminish or preclude the Association rights under Section 4117.14(D)(2), provided the procedures herein have been followed.

2.10 Renegotiation of Agreement

The parties acknowledge that during negotiations, which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set

forth in this Contract. Therefore, for the life of this Contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

2.11 Further Terms of Agreement

Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of the Agreement.

2.12 Consistency With Law

If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2.13 Management Rights

The Board hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

Such powers, rights, duties and responsibilities shall be limited only by the specific and express terms of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Scope

A. A grievance is defined as an alleged violation or misinterpretation or misapplication of the negotiated agreement. Grievant is defined as any employee of the Mount Gilead School District or the Mount Gilead Teachers' Association.

B. An identical grievance by two or more teachers in one school shall be considered as a single grievance. A decision on such grievance applies to all teachers in the group and each shall be given a copy of the decision. A teacher may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the teacher then waives the right to initiate the same grievance. The maximum number of grieved teachers that may attend any meetings or hearings conducted for the resolution of a group grievance shall be equal in number to the Board and their representative(s).

C. Day means workday during the regular school year. During the summer months, "days" shall mean calendar days, excluding Saturdays, Sundays, legal holidays, and any day the Board office is closed.

3.02 Processing Grievances

A. The proceedings will be kept as informal and confidential as possible at any level of this procedure. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

B. It is understood that teachers shall, during the proceedings of any grievances, continue to observe all assignments and applicable rules and regulations of the negotiated contract until such grievance and any effect thereof shall be fully determined.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

D. Any teacher who has a complaint shall discuss it first with the person who he/she feels is responsible for the complaint in an attempt to resolve the matter informally at that level.

3.03 Formal Procedure

A. Level One

1. If not resolved within ten (10) days after the occurrence of the incident which is the subject of the grievance, the teacher will reduce the grievance to writing and present it to the building principal.

2. Within three (3) days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it. If the teacher requests, the teacher may be accompanied by a member (school employee) of the MGTA Executive Committee. The accompanying individual may not be a blood relative or related through marriage. The principal may be accompanied by another administrator, and the Association representative will be present to advise and counsel the respective parties. Board of Education is notified of the grievance issue and the administrative decision at each step in the formal grievance procedure.

3. Within three (3) days after the meeting, the principal shall communicate his/her decision to the teacher and the superintendent in writing with reasons.

B. Level Two

1. Within five (5) days after receipt of the decision, the teacher may appeal the principal's decision to the superintendent if the teacher is not satisfied. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal, and the teacher's reasons for dissatisfaction with the principal's decision, which may carry with it the recommendation of the Mount Gilead Teachers' Grievance Committee.

2. Within five (5) days after the appeal is submitted, the superintendent will discuss the grievance with the teacher and principal involved and attempt to resolve it. If the teacher requests, the teacher may be accompanied by a member of the MGTA Executive Committee as defined in Level One, and/or a qualified consultant from another source outside the Teachers' Association. The principal may be accompanied by another administrator as defined in Level One, and/or a qualified consultant from another source outside the school system.

3. Within three (3) days after the meeting, the superintendent shall communicate his/her decision to the grievant and the principal in writing with reasons.

C. Level Three

Within ten (10) days after receipt of the superintendent's decision, the parties may mutually agree to submit the matter to mediation through FMCS. The request shall be submitted to the superintendent within ten (10) days of his/her decision.

D. Level Four

If the teacher, with the concurrence of the Mount Gilead Teachers' Association, is not satisfied with the decision provided at Level Two and mediation is not agreed upon, he/she may within ten (10) days, submit the grievance to arbitration through the American Arbitration Association (AAA) whose rules and regulations shall likewise govern the proceedings. If mediation is attempted and is unsuccessful, the appeal shall be perfected within ten (10) days of the conclusion of mediation. The notice of appeal shall be filed with AAA and the Superintendent. The arbitrator may not add to, alter, or delete from the terms of Board policy or terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be binding on the parties. Neither Party may raise any claims at arbitration that were not

raised during the previous levels of the grievance procedure. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE IV - BOARD AND ASSOCIATION RIGHTS

4.01 Board and Association Rights

A. The Association shall be the exclusive representative of all teachers in the bargaining unit. Therefore, the rights and privileges contained in this article shall not be extended to any rival employee organization.

B. The Board shall provide the name(s) and address(es) of newly employed teachers in the bargaining unit within two (2) weeks following Board approval of their contract.

C. A notice of time, date and place of Board meetings, copies of job opening notices, Board minutes and agenda shall be sent to the Association president.

D. The Association shall be allowed the use of the mailboxes of teachers for Association business.

E. The Association president or designee shall be allowed to make announcements at the end of staff meetings with prior approval of the principal or superintendent.

F. The Association shall have the right to hold meetings in school buildings consistent with Board policy on the use of school facilities. There shall be no rental charge assessed the Association but the Association will be responsible for care of the facilities as any group would be who uses school facilities. Use of school facilities requires the prior approval of the principal and superintendent.

G. The Association shall have the use of bulletin boards designated by the building principal to post reasonable notices.

H. The Association and/or its representative(s) may conduct business on school property during school hours provided such business does not interfere with the educational program and the representative will report to the office upon entering the building.

I. The Association shall have the exclusive right to payroll deductions of dues.

The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees, and assessments of the Union,

upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for 16 pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

All monies deducted for such purposes shall be promptly transmitted to the Association by check. Accompanying each check will be a complete listing of names of the members for which a payroll deduction was made.

In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues form the employee's final check. If an employee cancels his/her membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's second check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

4.02 Professional Organizations

Except as specified in Article IV, Section 4.02, teachers shall have the right to join, or not to join, any teacher organization, and membership in any organization shall not be a condition of employment or continued employment in the Mount Gilead Exempted Village School District, nor shall any teacher be assessed any fee or otherwise be required to give financial support to any organization of which such teacher is not a member. This does not preclude a non-member teacher from making a voluntary contribution to the recognized teacher association to help defray the costs of negotiations.

ARTICLE V - COMPENSATION AND BENEFITS

5.01 Mount Gilead Salary/Index

A. The base salary will not be increased as follows during the term of this agreement.

2020-2021	2% increase, add step 26
2021-2022	2% increase, add step 27
2022-2023	2% increase, add step 28

Teachers will receive step progression each school year.

B. Semester hours earned for credit beyond MA must be obtained through an accredited college/university and must be in the teacher's area of certification/licensure or in the area of education be relevant for district needs and be pre-approved by the superintendent.

C. Placement on the salary schedule is grandfathered – as of 7/1/00. A teacher must work at least 120 days to advance on the salary schedule.

SALARY SCHEDULE 2020-2021

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	$33,551	$34,826	$36,738	$38,013	$39,355	$40,630
	1.0000	1.0380	1.0950	1.1330	1.1730	1.2110
1	$34,826	$36,268	$38,349	$39,791	$41,133	$42,408
	1.0380	1.0810	1.1430	1.1860	1.2260	1.2640
2	$36,101	$37,711	$39,959	$41,570	$42,912	$44,186
	1.0760	1.1240	1.1910	1.2390	1.2790	1.3170
3	$37,376	$39,154	$41,570	$43,348	$44,690	$45,965
	1.1140	1.1670	1.2390	1.2920	1.3320	1.3700
4	$38,651	$40,597	$43,180	$45,126	$46,468	$47,743
	1.1520	1.2100	1.2870	1.3450	1.3850	1.4230
5	$39,926	$42,039	$44,790	$46,904	$48,246	$49,521
	1.1900	1.2530	1.3350	1.3980	1.4380	1.4760
6	$41,200	$43,482	$46,401	$48,682	$50,024	$51,299
	1.2280	1.2960	1.3830	1.4510	1.4910	1.5290
7	$42,475	$44,925	$48,011	$50,460	$51,803	$53,077
	1.2660	1.3390	1.4310	1.5040	1.5440	1.5820
8	$43,750	$46,367	$49,622	$52,239	$53,581	$54,856
	1.3040	1.3820	1.4790	1.5570	1.5970	1.6350
9	$45,025	$47,810	$51,232	$54,017	$55,359	$56,634
	1.3420	1.4250	1.5270	1.6100	1.6500	1.6880
10	$46,300	$49,253	$52,843	$55,795	$57,137	$58,412
	1.3800	1.4680	1.5750	1.6630	1.7030	1.7410
11	$47,575	$50,695	$54,453	$57,573	$58,915	$60,190
	1.4180	1.5110	1.6230	1.7160	1.7560	1.7940
12	$48,850	$52,138	$56,063	$59,351	$60,694	$61,968
	1.4560	1.5540	1.6710	1.7690	1.8090	1.8470
13	$50,125	$53,581	$57,674	$61,130	$62,472	$63,747
	1.4940	1.5970	1.7190	1.8220	1.8620	1.9000
15	$51,400	$55,023	$59,284	$62,908	$64,250	$65,525
	1.5320	1.6400	1.7670	1.8750	1.9150	1.9530
17	$52,675	$56,466	$60,895	$64,686	$66,028	$67,303
	1.5700	1.6830	1.8150	1.9280	1.9680	2.0060
20	$53,950	$57,909	$62,505	$66,465	$67,806	$68,081
	1.6080	1.7260	1.8630	1.9810	2.0210	2.0590
22	$55,225	$59,351	$64,116	$68,242	$69,584	$70,859
	1.6460	1.7690	1.9110	2.0340	2.0740	2.1120
25	$56,500	$60,794	$65,726	$70,021	$71,363	$72,638
	1.6840	1.8120	1.9590	2.0870	2.1270	2.1650
26	$57,775	$62,237	$67,337	$71,799	$73,141	$74,416
	1.7220	1.8550	2.0070	2.1400	2.1800	2.2180

SALARY SCHEDULE 2021-2022

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	$34,222	$35,522	$37,473	$38,774	$40,142	$41,443
	1.0000	1.0380	1.0950	1.1330	1.1730	1.2110
1	$35,522	$36,994	$39,116	$40,587	$41,956	$43,257
	1.0380	1.0810	1.1430	1.1860	1.2260	1.2640
2	$36,823	$38,466	$40,758	$42,401	$43,770	$45,070
	1.0760	1.1240	1.1910	1.2390	1.2790	1.3170
3	$38,123	$39,937	$42,401	$44,215	$45,584	$46,884
	1.1140	1.1670	1.2390	1.2920	1.3320	1.3700
4	$39,424	$41,409	$44,044	$46,029	$47,397	$48,698
	1.1520	1.2100	1.2870	1.3450	1.3850	1.4230
5	$40,724	$42,880	$45,686	$47,842	$49,211	$50,512
	1.1900	1.2530	1.3350	1.3980	1.4380	1.4760
6	$42,025	$44,352	$47,329	$49,656	$51,025	$52,325
	1.2280	1.2960	1.3830	1.4510	1.4910	1.5290
7	$43,325	$45,823	$48,972	$51,470	$52,839	$54,139
	1.2660	1.3390	1.4310	1.5040	1.5440	1.5820
8	$44,626	$47,295	$50,614	$53,284	$54,653	$55,953
	1.3040	1.3820	1.4790	1.5570	1.5970	1.6350
9	$45,926	$48,766	$52,257	$55,097	$56,466	$57,767
	1.3420	1.4250	1.5270	1.6100	1.6500	1.6880
10	$47,226	$50,238	$53,900	$56,911	$58,280	$59,581
	1.3800	1.4680	1.5750	1.6630	1.7030	1.7410
11	$48,527	$51,709	$55,542	$58,725	$60,094	$61,394
	1.4180	1.5110	1.6230	1.7160	1.7560	1.7940
12	$49,827	$53,181	$57,185	$60,539	$61,908	$63,208
	1.4560	1.5540	1.6710	1.7690	1.8090	1.8470
13	$51,128	$54,653	$58,828	$62,353	$63,721	$65,022
	1.4940	1.5970	1.7190	1.8220	1.8620	1.9000
15	$52,428	$56,124	$60,470	$64,166	$65,535	$66,836
	1.5320	1.6400	1.7670	1.8750	1.9150	1.9530
17	$53,729	$57,596	$62,113	$65,980	$67,349	$68,649
	1.5700	1.6830	1.8150	1.9280	1.9680	2.0060
20	$55,029	$59,067	$63,756	$67,794	$69,163	$70,463
	1.6080	1.7260	1.8630	1.9810	2.0210	2.0590
22	$56,329	$60,539	$65,398	$69,608	$70,976	$72,277
	1.6460	1.7690	1.9110	2.0340	2.0740	2.1120
25	$57,630	$62,010	$67,041	$71,421	$72,790	$74,091
	1.6840	1.8120	1.9590	2.0870	2.1270	2.1650
26	$58,930	$63,482	$68,684	$73,235	$74,604	$75,904
	1.7220	1.8550	2.0070	2.1400	2.1800	2.2180
27	$60,231	$64,953	$70,326	$75,049	$76,418	$77,718
	1.7600	1.8980	2.0550	2.1930	2.2330	2.2710

SALARY SCHEDULE 2022-2023

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
0	$34,906	$36,233	$38,223	$39,549	$40,945	$42,272
	1.0000	1.0380	1.0950	1.1330	1.1730	1.2110
1	$36,233	$37,734	$39,898	$41,399	$42,795	$44,122
	1.0380	1.0810	1.1430	1.1860	1.2260	1.2640
2	$37,559	$39,235	$41,574	$43,249	$44,645	$45,972
	1.0760	1.1240	1.1910	1.2390	1.2790	1.3170
3	$38,886	$40,736	$43,249	$45,099	$46,495	$47,822
	1.1140	1.1670	1.2390	1.2920	1.3320	1.3700
4	$40,212	$42,237	$44,925	$46,949	$48,345	$49,672
	1.1520	1.2100	1.2870	1.3450	1.3850	1.4230
5	$41,539	$43,738	$46,600	$48,799	$50,195	$51,522
	1.1900	1.2580	1.3350	1.3980	1.4380	1.4760
6	$42,865	$45,239	$48,276	$50,649	$52,046	$53,372
	1.2280	1.2960	1.3830	1.4510	1.4910	1.5290
7	$44,192	$46,740	$49,951	$52,499	$53,896	$55,222
	1.2660	1.3390	1.4310	1.5040	1.5440	1.5820
8	$45,518	$48,241	$51,627	$54,349	$55,746	$57,072
	1.3040	1.3820	1.4790	1.5570	1.5970	1.6350
9	$46,844	$49,742	$53,302	$56,199	$57,596	$58,922
	1.3420	1.4250	1.5270	1.6100	1.6500	1.6880
10	$48,171	$51,243	$54,978	$58,049	$59,446	$60,772
	1.3800	1.4680	1.5750	1.6630	1.7030	1.7410
11	$49,497	$52,744	$56,653	$59,899	$61,296	$62,622
	1.4180	1.5110	1.6230	1.7160	1.7560	1.7940
12	$50,824	$54,245	$58,329	$61,749	$63,146	$64,472
	1.4560	1.5540	1.6710	1.7690	1.8090	1.8470
13	$52,150	$55,746	$60,004	$63,600	$64,996	$66,322
	1.4940	1.5970	1.7190	1.8220	1.8620	1.9000
15	$53,477	$57,247	$61,680	$65,450	$66,846	$68,172
	1.5320	1.6400	1.7670	1.8750	1.9150	1.9530
17	$54,803	$58,748	$63,355	$67,300	$68,696	$70,022
	1.5700	1.6830	1.8150	1.9280	1.9680	2.0060
20	$56,130	$60,249	$65,031	$69,150	$70,546	$71,872
	1.6080	1.7260	1.8630	1.9810	2.0210	2.0590
22	$57,456	$61,749	$66,706	$71,000	$72,396	$73,722
	1.6460	1.7690	1.9110	2.0340	2.0740	2.1120
25	$58,782	$63,250	$68,382	$72,850	$74,246	$75,572
	1.6840	1.8120	1.9590	2.0870	2.1270	2.1650
26	$60,109	$64,751	$70,057	$74,700	$76,096	$77,422
	1.7220	1.8550	2.0070	2.1400	2.1800	2.2180
27	$61,435	$66,252	$71,733	$76,550	$77,946	$79,273
	1.7600	1.8980	2.0550	2.1930	2.2330	2.2710
28	$62,762	$67,753	$73,408	$78,400	$79,796	$81,123
	1.7980	1.9410	2.1030	2.2460	2.2860	2.3240

SUPPLEMENTAL SALARY SCHEDULE

Salaries will be determined according to the adopted supplemental salary schedule - see below.

Years

16
H.S. Athletic Director

15.5
Football
Boys Basketball
Girls Basketball

11
Track
Volleyball

10
Baseball
Cross Country
Golf (2)
Softball

8.5
Assistant Football (4)
JV Boys Basketball
JV Girls Basketball
Asst. Boys Basketball
Asst. Girls Basketball
Bowling

8
M.S. Athletic Director
H.S. Cheerleading Adv.
Swimming
Wrestling

7.5
Band +5 days extended time
Choir

6
Freshman Basketball
M.S. Football
Freshman Football
Assistant Track (4)
Yearbook
Assistant Swimming

5.5
JV Baseball
JV Softball
Assistant Volleyball
M.S. Track (2)
Computer Coordinator
8th Boys Basketball
8th Girls Basketball
7th Boys Basketball
7th Girls Basketball

5
Assistant Baseball
Assistant Softball
Assistant Cross Country
Assistant Wrestling
9th Volleyball
Musical Director

4.5
Junior Class
Summer School

4
Senior Class
Assistant Band
M.S. Cheerleading
8th Volleyball
7th Volleyball
H.S. Student Council
Musical Pit Director
Dist. Public Relations Dir.
M.S. Cross Country

3.5
Assistant M.S. Football (2)
Technology
French
Spanish
Art
Science
Faculty Manager
Play
Freshman Class
Sophomore Class

3
M.S. Student Council
M.S. Wrestling

2.5
National Honor Society
Assistant Junior Class
Assistant M.S. Track
Bldg. Technology Coord. (4)
Dist. Department Chairs (4)
(LA, Math, Sci., Citizen)

2
M.S. Environmental
M.S. Robotics
M.S. Art
Elem Spelling Bee
Flag Corps
Mock Trial
Weight (4)
Pee Wee BB – Boys (2)
Pee Wee BB – Girls (2)
Adult Recreation – Women
Adult Recreation – Men
In the Know
Philosophy Club
Bldg. Public Relations Dir. (4)
Asst. Cheer., Theater
Technician, Destination
Imagination

1.5
Assistant Play Director
Assistant Musical Director

Volunteer
Girls Gymnastics
FCA
Drama Club
Environmental Club
Assistant 8th Grade
Girls Basketball
H.S. Open Gym – Boys
H.S. Open Gym – Girls

** Funds for any unfilled position are not transferable to any other position.

1-3 YEARS
105% of Base Supplemental Salary

4-7 YEARS
110% of Base Supplemental Salary

8 YEARS AND UP
115% of Base Supplemental Salary

10 YEARS AND UP
120% + 1% for each year over 10

HOURLY RATE - $23.50

5.02 Supplemental Contract Positions

A. Supplemental contract holders shall be compensated as shown in Exhibit C.

B. The Board may create new supplemental positions. Within thirty (30) days of creating the position, the Board shall, with the Association, bargain the compensation for the new position. If the parties are unable to negotiate compensation, the Board may still create the position and the Association may pursue whatever legal rights it may have under the Ohio Revised Code.

C. All sports teams that are to be filled will have a paid coach (7th grade/MS, whichever is applicable, freshman, junior varsity, varsity).

Any varsity sport that is to be filled that does not have a JV coach shall have a paid assistant coach if athletes exceed 15 in number at the beginning of the season.

Any student activity that is to occur shall have a paid advisor per the supplemental salary schedule.

D. A committee shall be formed no later than September 30, 2020, for the purpose of reviewing the compensation for all supplemental positions. This committee shall be comprised of three (3) Association appointed members and three (3) Board appointed members. The committee shall discuss and make recommendations through the consensus decision making process to the Association for ratification and the Board for approval prior to May 1, 2021.

5.03 Payroll Deductions

A. Payroll deductions shall be made upon written authorization from the teacher at least 30 days prior to deduction being made by treasurer's office and at no cost to the teacher. Enrollment, change or termination may be made by the teacher at any time during the year with at least 15 days' notice prior to such changes, unless otherwise specified herein, for the following deductions:

1. Tax Sheltered Annuities
2. United Way
3. Political Contributions
4. Association Scholarship Fund
5. United Education Profession (UEP) Association Dues

B. The Board treasurer will deduct the regular membership dues and any uniform assessments of the Association from the salaries of those teachers who authorize the deduction. Such deduction authorization shall continue from year to year thereafter in the amounts to be certified from time to time by the Association treasurer and/or until such time as the teacher gives

written notice to the Board treasurer and Association treasurer to discontinue such deductions, or employment with the Board terminates.

The time period for written notification for discontinuance of UEP Association dues deductions shall be between September 1 and September 10 of each year.

C. UEP Association dues deductions shall be made in equal amounts and shall begin with the first pay date in October and shall continue twice monthly through the last pay of May.

D. No new deductions will be made by the treasurer without at least five (5) employees enrolling in such deduction.

E. Annuity payment shall be forwarded to the annuity companies within three business days of the deduction.

5.04 Salary Placement

If during the term of the school year a teacher becomes eligible to be placed in a different salary column, the Board, after receipt of proper evidence and justification shall place the teacher in the new column effective no later than the first pay of the succeeding semester provided that the teacher becomes eligible and applies using the applicable form at least two (2) weeks prior to the start of the semester and be approved or disapproved by the beginning of the semester by the superintendent. The semester hours must be in the teacher's area of certification/licensure or in the area of education, be relevant for district needs, and be pre-approved by the superintendent.

A teacher with 150 hours shall be placed at the appropriate step on the BA+15 column of the salary schedule.

5.05 STRS Pick-up

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the teachers at no cost to the Board under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each teacher shall be the most current approved STRS teacher contribution rate of the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

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

C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up.

D. The pick-up shall be effective beginning 1984-85 school year, and shall apply to all compensation including supplemental earnings thereafter.

E. The negotiated salary schedule amount for each teacher shall be utilized for all other calculations for the purposes of compensation such as, but not limited to, unemployment compensation, sick leave, workers' compensation, and severance pay.

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

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

5.06 Insurance Benefits

A. The Board shall pay the monthly insurance costs (hospitalization, major medical, vision, dental, and $50,000.00 life insurance) for all eligible teachers according to the following schedule:

Family Coverage

The Board pays 85% of the first $985.00 per month of the premium and 50% of the premium in excess of $985.00.

Single Coverage

The Board pays 85% of the first $435.00 per month of the premium and 50% of the premium in excess of $435.00.

B. Life insurance will be provided as follows:

1. $50,000.00 death benefit.

2. A teacher may purchase additional coverage to a maximum of $10,000.00 if the carrier permits.

3. A teacher may convert at retirement if the carrier permits.

C. The Board may change the carrier(s) for any of the insurance plans contained in this Agreement provided that the coverage as set forth in the contract(s) is no less than the coverage as of the effective date of this Agreement. The Association shall be notified sixty (60) days in advance of any proposed change in carrier(s).

D. In the case of a married teacher whose spouse also works in the district (hereinafter "Married Teaching Couple"), the employee will be covered as all other employees pursuant to paragraph A.

E. Any employee electing insurance coverage shall be eligible to elect to have his/her portion of payments deducted from his/her salary before taxes pursuant to a salary reduction plan in accordance with applicable IRS regulations. The Board of Education shall adopt a plan under Section 125 of the Internal Revenue Code to be implemented October 1, 1994.

F. A committee of three (3) Association members, the Treasurer and two (2) Board members will be created to review health insurance options if there is a proposed change in insurance coverage and report to the Association and Board any recommended changes.

G. Insurance Committee

1. The Board and the MGTA agree to establish an ongoing insurance committee to review all aspects of the current health insurance coverage.

2. The committee will be comprised of:

   a. Three (3) representatives of the MGTA (to be appointed by the MGTA);
   b. Three (3) representatives of the Board.

3. Goals of the committee shall be:

   a. To review the current health insurance plan

   b. To research and understand the benefits of the provider.

   c. To research alternative schedules of benefits, including co-pays, deductibles, and benefit levels in order to control premiums costs, while providing appropriate coverage to employees.

   d. Any modifications to the insurance plan shall be subject to ratification by the Board and the MGTA prior to implementation.

   e. Both the Board and the MGTA acknowledges that the above goals cannot be accomplished without the assistance of an outside consultant to investigate the current plan and plans available from other providers.

   f. Prior to renewal of health insurance plans for calendar year 2021 and occurring at least once every five (5) calendar years, the insurance committee will review the services provided by the insurance broker and will request proposals for brokerage services from other brokers to provide the best services to the district and employees. By a consensus, the committee shall recommend the selection of a broker to the Board.

5.07 College Credit Reimbursement

A. Teachers who earn additional college credit and who hold a permanent teaching certificate, a resident educator license, or a professional educator license are eligible for tuition reimbursement.

The maximum amount of college credit eligible for reimbursement shall be $ 2,000.00 per teacher annually.

B. Reimbursement will not be made for course work that has been or will be reimbursed from another source (e.g., state and/or federal grants, private endowments, etc.). Reimbursement will not exceed 100% of the tuition paid by the teacher. Any outside funding will be deducted from the tuition payments.

C. Only those credit hours taken in the teacher's area of certification or in an area of benefit to the school will be eligible for reimbursement. Hours must be taken from an institute of higher education approved by the Chancellor of the Ohio Board of Regents.

D. Course work completed while a teacher is on an unpaid leave of absence shall not be eligible for reimbursement.

E. The Board agrees to spend a maximum annual amount of $21,000.00 during the term of this agreement toward tuition reimbursement with monies allocated on an equitable basis to all eligible participating teachers. Any unused funds shall rollover to the succeeding school years, with a maximum allotment for any given year of $35,000. To accomplish an equitable allocation when the number of teachers participating exceeds the maximum Board contribution, the reimbursement schedule contained in Section A above will be prorated.

F. Course work taken during the summer will be reimbursed only when the teacher has been under contract for the entire year immediately before and the entire year immediately after the summer when the course was taken.

Course work taken during the school year will be reimbursed only if the teacher was under contract for the entire year during which the course work was taken and the entire year following the school year the course work was taken.

G. In September of each year a complete report of all requests made for reimbursements will be provided to the Association president.

H. A proof of payment receipt and transcript indicating a passing grade must be submitted by September 30 in order for payment to be made in October.

I. If the reimbursed member leaves the school system within one year following the year for which reimbursement was made, that member must

repay the Board for the tuition reimbursement. If the member fails or refuses to repay the reimbursement, the Board may withhold the amounts from any wages due to the member. No repayment will be required for members who leave for reason of RIF, non-renewal, termination, disability, or retirement.

5.08 Severance Pay

Severance pay shall be a one-time, lump sum payment to eligible teachers according to the following provisions. Teachers who have previously retired and receiving STRS benefits shall not be eligible for severance.

A. Eligibility

A teacher's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The teacher retires from the school system.

2. Retirement is defined as disability or service retirement.

3. The teacher must be eligible for disability or service retirement as of the last date of employment.

4. The teacher must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

5. The teacher must have not less than ten (10) years of service with this school district.

6. The teacher must sign for severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

Severance pay shall be an amount equal to twenty-five percent (25%) of the number of days of sick leave accumulated. Such payment shall be paid at the teacher's daily rate of pay at the time of retirement.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

C. At Death of Teacher

Severance pay benefits for a teacher eligible for benefits under this article who dies while on active service or on approved leave of absence shall be paid in accordance with RC 2113.04 or to the teacher's estate.

5.09 Period Substitute Teachers

Teachers may be asked to serve as a substitute and/or cover other assignments when the teacher normally on duty is absent. The teacher has the right to refuse such an assignment without fear of recrimination. Teachers are paid $23.50 per hour to cover a class during his/her planning time or $5.00 for each student that may be assigned to his/her class for more than half of the contractual day.

5.10 Other Compensation

If a teacher is to be involved after the school day or year for the purpose of curriculum development, alignment, or approved tutoring, he/she shall be paid at the hourly rate for each hour actually worked not to exceed one hundred dollars ($100.00) per day. All curriculum development work during the school year will be voluntary. If no teachers volunteer the administration shall develop the curriculum.

5.11 Mileage

When an employee is required to use private transportation to perform his/her assigned duties, he/she will be reimbursed at the then current Internal Revenue Service rate. All expenses must be approved by a district administrator.

5.12 Teacher Attendance at School Activities

The Board shall provide an annual general admission pass to each teacher for free admission to five (5) extracurricular activities. The pass is non-transferable.

ARTICLE VI - LEAVES OF ABSENCE

6.01 Emergency/Personal Leave

A. A maximum of three (3) days' absence, with pay, will be granted for emergency purposes.

B. The request form (see new form with date and time to be done by the principal) for the use of emergency/personal leave shall reach the superintendent's office three (3) school days in advance of the intended day of absence, when possible.

C. Emergency/personal leave days may not be accumulated beyond one contract year.

D. Only five (5) teachers may use personal/emergency leave on any given day. The superintendent may grant additional teachers leave at the superintendent's discretion. The superintendent's decision to grant additional days of leave shall not be subject to the grievance procedure.

E. Emergency/personal leave days may not be used for engaging in other gainful employment, during State testing periods for bargaining unit members directly involved in the testing, or on the first or last student day of school. The superintendent may grant emergency/personal leave during the State testing periods, with reason, on a case by case basis. The superintendent's decision to grant leave for this purpose shall not be subject to the grievance procedure.

Unit members found abusing personal leave shall be subject to discipline determined by the Board, and shall be required to repay the day or days to the Board through salary reduction.

F. All unused emergency/personal days will be converted to sick days credit at the end of the school year.

6.02 Sick Leave

A. Sick leave days may be accumulated to a maximum of two hundred sixty (260) days.

B. Sick leave may be used for absence due to personal illness or injury, illness or injury due to pregnancy, exposure to contagious disease which could be communicated to others, or illness, injury or death in the teacher's immediate family which includes step relationships.

1. Immediate family includes the teacher's parent (including foster or step-parent), child (including foster or step child), son- or daughter-in-law, spouse, sister, brother, parent-in-law, or any other relative who resides in the teacher's household.

2. Absence due to the death of a member of the immediate family shall ordinarily be limited to four (4) days and immediate family shall be defined to include grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, or grandchild.

3. One (1) day of sick leave may be used for absence due to the death of a teacher's niece, nephew, uncle, aunt. Additional days may be granted at the discretion of the superintendent.

4. If a member has been absent on sick leave for more than five (5) consecutive days, the member shall submit a physician's statement.

C. Sick Leave Credit Request

When requested by the MGTA, a teacher exhausting his/her available sick leave and personal leave may apply to the Board for additional sick leave day(s) to a maximum of thirty (30) days per year offered by other teachers' accumulated sick leave. Certified employees may give up to five (5) days per school year.

6.03 Parental Leave

A. An unpaid leave of absence for the purpose of child care shall be granted to a teacher as follows:

1. The teacher must file a written request at least ninety (90) days prior to the date requested. Such request shall include the proposed starting and ending dates of the leave. The superintendent may waive this requirement in unusual circumstances.

2. Leave of absence shall be approved in semester blocks with the maximum length of two (2) semesters. A leave may commence any time during a school year; however, a teacher may not return from a leave except at the beginning of a school semester. Should the leave commence during a semester, that semester shall count as a semester block unless there are thirty (30) or less school days left in that semester.

3. Upon expiration of leave the teacher shall be reinstated to the same or similar position that was held prior to the leave.

4. A teacher adopting an infant child may request a leave to commence at any time during the first year after receiving de facto custody of said child. Such leave shall be approved in semester blocks with the maximum length of two (2) semesters. A leave may commence any time during the school year; however, a member may not return from a leave except at the beginning of a school semester. Should the leave commence during a semester, that semester shall count as a semester block unless there are thirty (30) or less school days left in that semester.

5. A teacher may continue to participate in district group insurance programs if approved by the carrier and only if he/she is willing to assume the full cost of such coverage. Such payments shall be made, in advance, by the teacher in the manner prescribed by the treasurer's office. Failure to make the payments shall result in the cancellation of the insurance.

6. Time spent on an approved leave shall not count towards seniority nor shall it count towards salary placement. However, such leave shall not be considered as an interruption of continuous service.

7. Upon the expiration of the leave, the teacher shall assume the contract status held at the time the leave was granted, including any modification of that status as stated above.

B. Use of Sick Leave

The use of available sick leave for maternity/paternity/adoption leave shall be for the period of pregnancy/disability which shall be for a duration of six (6) weeks. If, in the opinion of the teacher and a practicing physician, additional use of sick leave is needed the teacher shall so notify the superintendent and shall provide the name and address of the attending doctor and the dates consulted. The superintendent has the option to require the teacher to submit to a medical examination by a Board appointed physician, or he/she may request the teacher to submit a statement from her physician as to her ability to return to work.

6.04 Professional Development

The following shall apply (1) in any year that the Board appropriates funds for professional development and so long as funds remain available to cover all expenses, or (2) if funding other than from the Board is obtained for all expenses including substitute teachers. The Board shall make every effort to ensure that leave and funding for professional development is available for all teachers in buildings.

A. Conferences, Meetings, Conventions

Any employee wishing to attend any conference, meeting, or convention directly related to his/her work may request in advance the superintendent's approval for an absence for that attendance not to exceed a period of three (3) days for any one conference, meeting, or convention. Under certain circumstances, additional leave time may be granted by the Board. No more than two persons from a building shall attend the same meeting unless there are sufficient reasons. Additionally, the Board will not reimburse the tuition and conference, meeting, or convention cost if college credit can be earned.

B. Visitations

A teacher may, with the advance approval of the principal, be absent without loss of pay for the purpose of studying the work in some other school or institution. The work to be observed shall be closely related to the regular duties of the employee. No visitation shall be allowed when the work of the schools will be unduly interrupted or hampered.

C. Reporting

Employees attending out of district conferences, meetings, or conventions will report to the superintendent in writing the results and evaluation of the meeting they attended as soon after the meeting as practical.

6.05 Family and Medical Leave

The parties agree to comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended (see Appendix C) and the Board and unit members may exercise all rights entitled to them under the FMLA. For purposes of the FMLA, year shall be defined on a rolling calendar.

6.06 Leave of Absence

Teacher requests for an unpaid leave of absence will be considered individually by the Board within the framework of the following guidelines and procedures:

A. The Board of Education must approve all leaves of absence.

B. Employees requesting leaves of absence shall make their requests in writing to the Board via the superintendent, with as much advance notice as possible, and well in advance of the requested leave. The written request must reach the superintendent no later than Monday of the week preceding the regularly scheduled Board of Education meeting where the action is to be taken.

C. In order for a teacher to be eligible for a non-disability leave of absence, that teacher must have three (3) prior years of continuous service in the Mount Gilead School District.

D. In the event the leave of absence request is for illness or disability, a physician's excuse may be requested.

E. Requests shall be limited to no more than one leave without pay per year, but extenuating circumstances may be considered.

F. Each request for a leave without pay will be considered individually, based on its own merit. Individual factors that may be considered in a decision include the following:

1. Length of employment in the Mount Gilead Schools;

2. Availability of an adequate substitute;

3. Length of the request (a request of one - three days may be looked on more favorably than an extended request);

4. Number of requests per building and per district.

G. The Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request and a physician's statement, if requested, has been provided.

H. Employees granted a leave of absence have reinstatement rights consistent with sound educational practice in the discretion of the superintendent. While every effort will be made to reinstate the teacher to his/her teaching assignment immediately preceding his/her leave, the superintendent holds the responsibility and discretion to make all grade and subject assignments. Teachers who are granted a leave of absence will not be considered to have had their continuous service broken, but their leave of absence period will not be counted as a year's service for salary credit experience or for other seniority reasons.

I. Medical insurance coverage may be continued by an employee while on leave of absence if the employee makes the required monthly payments of the full insurance premium, which may include administrative charges assessed under COBRA.

6.07 Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is assaulted while:

1. the member was performing duties required by his/her contract with the Board; and

2. a. which occurred on school premises or
   b. during a school sponsored function

   shall be entitled to assault leave.

Assault leave shall be granted for a period not to exceed twenty (20) days. Assault leave extending beyond five (5) days must be verified with a doctor's excuse.

Assault leave granted under this provision shall not be charged against sick leave earned, or leave granted under other leave provisions.

If a member becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

6.08 Association Leave

The MGTA shall have an aggregate of five (5) unpaid days available each year to conduct Association business outside of the school district. A maximum of three (3) days for any one individual would apply for this provision.

The MGTA President will submit an Association Leave form stating the date, the teacher's name, and the Association Leave date to the respective building principal at least two weeks in advance of the scheduled activity or the earliest possible date if announcement of the activity is made with less than two weeks' notice. The principal will forward the request to the superintendent for his/her authorization.

Authorization for use of Association Leave shall include payment for the substitute teacher by the Board of Education. No other expense reimbursement shall be allowed.

When requested by the building principal or superintendent, the Board and Administrators will cooperate with the MGTA President in allowing adequate time to meet with individual members concerning Association business.

ARTICLE VII - EMPLOYMENT PRACTICES AND CONDITIONS

7.01 Contracts

A. Contract Sequence

All teachers who are employed by the Board for the first time will be issued a one-year limited contract. If the teacher is renewed, he/she shall be given a series of a one-year contract, a two-year contract, and then a three-year contract. A one-year probationary contract may be issued to any teacher upon the expiration of his/her current limited contract if the teacher has been properly evaluated in accordance with the adopted evaluation procedure and the principal and/or superintendent believe the teacher is in need of further improvement. The evaluation will identify, in writing, any deficiencies noted in the teacher's classroom performance and provide written positive suggestions for improvement within a specified time frame.

The issuance of this type of probationary contract shall serve warning to the teacher that his/her classroom performance will be closely monitored during this probationary period with future employment dependent upon improvement of the deficiencies as defined during the evaluation process.

B. Continuing Contract Eligibility

If a teacher anticipates becoming eligible for a continuing contract during a year when he/she is being considered for a new contract, the teacher shall notify their respective building administrator, in writing, by October 15.

Failure of the teacher to meet this deadline/requirement shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing

contract. Notice received after October 15 shall not serve as the notice required by this section for the following school year.

Nothing herein limits the Board from issuing a continuing contract to a teacher who misses the notifications should the Board decide to do so.

Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Board believes that the teacher is in need of further professional development, the superintendent may recommend the issuance of a one-year extended limited contract to the teacher. If the superintendent intends to recommend an extended limited contract, the superintendent must advise the teacher, in writing, of the reasons for this recommendation, and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this section, and the teacher is reemployed following the issuance of that extended limited contract, the teacher shall be employed under a continuing contract.

In the event a teacher becomes eligible for a continuing contract during the term of a multi-year contract he/she may be considered by the Board for a continuing contract. This consideration will be available only once per school year at the regular May Board meeting. No cause will be shown or reason given for denying this consideration, but the teacher may discuss the situation with the superintendent.

The teacher may withdraw the request for continuing contract at any time up to the Board action on the request. Except as otherwise provided herein, continuing contracts shall be granted in accordance with Ohio Revised Code.

The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

C. Supplemental Contracts

Supplemental contracts shall be set forth in a limited contract of one (1) year. A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the treasurer of the Board within fourteen (14) calendar days. Extended service contracts shall be supplemental contracts pursuant to this provision.

D. Necessary Certification & Licensure

The Board will not hire any full-time employee who does not possess the necessary certification/licensure for the position for which he/she is being

hired. For the purpose of this section, temporary certification/licensure will also qualify as necessary certification/licensure. Only properly certified/licensed teachers as defined in ORC 3319 may be employed to provide instruction to students, and this designation shall be reflected in EMIS. No paraprofessionals/educational aides may be employed to provide instruction to students which includes independent lesson planning and assignment of grades.

E. Evaluation

The implementation of a new version of OTES/OSCES "OTES 2.0" has been delayed due to the COVID-19 pandemic. The parties agree that the new framework will be implemented during the 2021-2022 school year in accordance with the rules and regulations promulgated by the Ohio Department of Education as well as any statutory provisions related to OTES. The parties will bargain the changes prior to May 1, 2021 unless delayed further by the State of Ohio.

Teacher

All bargaining unit members meeting the statutory definition of teacher pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board-adopted evaluation policy, "Standards-Based Teacher Evaluation System" (Appendix E of this Agreement) and any memoranda of understanding entered into by the parties. "Pinning" the evaluation documents on the eTPES system equates to a signature and digital access equates to providing a written copy to the bargaining unit member.

School Counselor

Pursuant to R.C. 3319.113, all bargaining unit members meeting the statutory definition of school counselor shall be evaluated in accordance with the Board-adopted evaluation policy, "Standards-Based School Counselor Evaluation System" (Appendix F of this Agreement) and any memoranda of understanding entered into by the parties. "Pinning" the evaluation documents on the eTPES system equates to a signature and digital access equates to providing a written copy to the bargaining unit member.

Other Bargaining Unit Members

Bargaining unit members who do not meet the statutory definition of teacher or counselor shall be evaluated according to this Article. Those members shall be observed and evaluated using the same frequency for OTES teachers as set forth in the Board adopted evaluation policy and any memoranda of understanding entered into by the parties. Timelines for the evaluation of these bargaining unit members are noted in Appendix H.

It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

F. Committee Work

Each member of any building or district committee that meets outside of the regular work day will be paid at the negotiated hourly rate. The parties will agree on a list of such committees at the beginning of each school year. If additional committees are added throughout the year, they will automatically be included. This shall not apply to the SLO committee, whose members will be paid $250 each year nor shall it apply to any work on voluntary committees.

7.02 Vacancy/Transfer and Promotion

A. Letter of Intent Form

On or before February 1 of each year, the superintendent will distribute a letter of intent form to each teacher. The form will be designed to survey the interests of the teacher for the next school year (desire for a vacancy/transfer and/or promotion to a different class, grade level, building, position, including administrative positions, etc.). The completed form must be returned to the superintendent on or before March 15 of each year.

B. Notification of Assignment

Each teacher shall be notified of his/her grade level and/or subject assignment and building assignment for the next school year as soon as possible, but no later than June 30. A change in assignment made after that date shall be considered an "involuntary transfer" as provided herein.

C. Vacancy

1. Vacancies in teaching positions, if they are to be filled, shall be e-mailed to each staff member at the district e-mail account prior to the positions being filled. The position shall remain open for at least five (5) days prior to the position being filled. Administrative postings shall be sent to teachers who indicated interest in such postings on the letter of intent form and to the MGTA president.

2. Extended sick leave or unpaid leaves of absence are not considered vacancies.

3. All notices will contain a cutoff date for application from within the district.

4. This section shall be applicable except for vacancies that occur after June 15 and the two (2) weeks after the opening of a new school year. Between June 16 and the first two (2) weeks after the opening of a new school year the vacancies shall be posted for one (1) day.

D. Voluntary Transfer and Promotion

Teachers who desire a change in assignment may indicate such on the letter of intent form. Should a vacancy occur which reflects the desired change, said teacher will be considered for the position. The teacher must be or will be properly certificated by the effective date of the position considered.

If a teacher is not awarded a position after he/she has submitted a letter of intent form, he/she may submit a written request to the superintendent for the reason(s) why he/she was not transferred and/or suggestions for possible ways to improve qualifications for subsequent vacancies. The right to such a request shall not be construed to limit in any way the discretion of the superintendent to assess the qualifications of teachers.

E. Involuntary Transfer

An involuntary transfer shall mean a change in a teacher's assignment without the teacher's consent. The teacher may request, in writing, a meeting with the superintendent or his/her designee and an association representative to discuss the reason(s) for the transfer. No teacher shall be transferred to a position for which he/she does not hold certification.

F. Supplemental Positions

Any teacher interested in a supplemental position will indicate such on the letter of intent form.

Within 30 days of the Board meeting at which the action is taken to non-renew the supplemental contract, the position shall be posted if it is to be filled. A teacher may update their letters of interests as vacancies occur.

Any newly created supplemental position shall be posted in accordance with C above.

7.03 Teacher Contract Year

A. The regular teacher contract shall be written to include up to one hundred eighty-five (185) full days. At least one (1) day shall be scheduled prior to the opening day of instruction, one (1) day shall be scheduled at the end of the first semester, and at least one (1) day shall be scheduled after the final day of instruction. Open House will not be scheduled during a day set aside as a Teacher Work Day. All teachers new to the district will be required to attend one (1) additional day of teacher orientation prior to the first teacher workday. The actual calendar dates shall not be subject to the negotiations

process and shall be determined by the Board with recommendations made by the superintendent. Changes in the calendar due to reasons of calamity will also not be subject to the negotiations process.

B. If a teacher is required to assist in moving from one building or classroom to another outside of the regular work day or school year, he/she shall be paid at the hourly rate for up to ten (10) hours. Teachers will be required to verify the hours worked.

C. If any additions or changes in existing extended contracts are being considered by the Board of Education, the Mount Gilead Teachers' Association will be requested to provide input prior to a final decision.

D. Any changes that may be proposed that would change the traditional school calendar to a balanced school calendar would need to be approved by the majority of the members of the Mount Gilead Teachers' Association and by a four-fifths vote of the Board of Education.

E. Teachers who are required to IEPs shall be released for two (2) work days per year to help complete this work. A substitute teacher will be provided at district expense and the scheduling will be coordinated with the building administrator.

7.04 Length of School Day

A. Unless the school day is extended a maximum of 1.25 hours per day for calamity days in accordance with the Ohio Revised Code, the length of the school day shall be as follows:

1. The elementary student day (K-5) shall be a maximum of six (6) hours and forty (40) minutes including the noon recess and lunch.

   The teacher workday shall extend an additional fifty (50) minutes for planning and conference time (suggested fifteen [15] minutes before students arrive and thirty-five [35] minutes after the dismissal bell). This time may be assigned by the building principal in order to protect the safety and welfare of students.

2. The middle and high school student day (6-12) shall be a maximum of seven (7) hours including the lunch period. The teacher workday shall extend an additional thirty (30) minutes for planning and conference time (suggested fifteen [15] minutes before the tardy bell and fifteen [15] minutes after the dismissal bell). This time may be assigned by the building principal in order to protect the safety and welfare of students.

B. Each full-time teacher shall have at least a thirty (30) minute continuous and uninterrupted lunch period each day. The teacher may leave the

building during the 30 minute period with approval of the principal or designee.

C. Each full-time teacher shall have at least a forty (40) minute continuous and uninterrupted duty-free planning and conference period each school day. Both parties acknowledge that on days when the start of school is delayed or on those days when school is released early, the planning time contemplated herein may not be available.

D. The Board expressly retains the right to determine the number and/or length of class periods consistent with the provisions contained herein.

E. Efforts will be made not to schedule two (2) parent-teacher conference evenings during the same week and not prior to a holiday.

F. The number of hours for parent-teacher conferences will be consistent across the school district.

G. With respect to Section 7.04, Length of School Day, the parties agree to the following:

1. The term "school day" is defined as the hours a teacher is required to be in the building.

2. The term "student day" is defined as the hours in which a teacher is required to be responsible for students.

3. "Student supervision" is defined as any hours a teacher is responsible for students other than during class time, i.e., before and after school.

4. If teachers in a building feel that the current scheduling practices of student supervision is unequal and does not allow for the efficient use of planning time, they may request a meeting with the building representative and the building principal to discuss adjustment and/or equalization of student supervision time. Additional persons may be requested to be involved in the meeting. Changes and adjustments to scheduling practices will be communicated in a staff meeting or by a memorandum to all staff.

Every effort will be made to provide two weeks' advance notice (verbal or written) of school activities occurring outside of the school day.

Attendance shall not be mandatory but shall be paid at the hourly rate.

Each staff member shall be required to attend one staff meeting no more than forty-five (45) minutes in length each month. One week's notification will be provided if a teacher's meeting will begin more than 30 minutes

prior to the beginning of the teacher workday or extend more than 30 minutes after the end of the workday. For all other meetings/activities which may occur outside the regular workday for which staff attendance will be mandatory, every effort will be made to provide at least two weeks' notice (either verbal or written) of the date of the meeting/activity. The staff member shall be paid at the hourly rate for attendance at all mandatory meetings occurring outside the regular workday, except the monthly staff meeting. If staff attendance is not mandatory, and a staff member chooses to attend a meeting/activity, the staff member shall not be entitled to any compensation for that attendance.

H. Classes shall be dismissed one hour early on the last day of the school year.

I. Each staff member who participates in grade level or departmental meetings shall be paid at the hourly rate. The time will be approved by the appropriate administrator.

J. Every effort will be made to create planning time that does not include the time the teacher escorts his/her students to classes or time traveling between buildings.

K. Teachers assigned by their building administrator student supervision duties occurring outside the regular school day and which are not covered by a supplemental contract (e.g., detention and Wednesday school) shall be paid at the hourly rate for time actually worked.

7.05 Calendar

The Association may present to the Board any recommendations for the development of the school calendar no later than December 1 of each year. Such recommendations will be considered by the Board, which shall adopt the ensuing year(s) calendars no later than March 1.

7.06 Personnel Files

A. Location and Maintenance - The official personnel files of all teachers shall be kept at the Board building and maintained by the superintendent.

B. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluation, and such other information as may be required by the state or considered pertinent. No anonymous letters, reports, or communications shall be included in the teacher's file.

C. All personnel records of individual teachers will be maintained in accordance with provisions contained in ORC 149.43 and 1347. Each item in the file shall be dated as to its entrance therein.

D. Each teacher will have the unlimited right to review the contents of his/her own personnel file. Such request will be made to the superintendent who will schedule a time for the teacher to have access to his/her file in the presence of a witness.

E. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will become part of the teacher's personnel file.

F. Lists of teachers' home addresses will be released only to governmental agencies as required for official reports as required by state and/or federal law.

G. A copy of any information to be placed in a teacher's personnel file shall be given to the teacher.

7.07 Reduction in Force

The Board may reduce in force for the following reasons:

1. Decrease in enrollment from the previous school year on a district level, grade level, or program area
2. Suspension of schools or territorial changes
3. Return to duty of a teacher from a leave of absence or disability retirement
4. Curriculum changes
5. Financial reasons
6. Any mandated reason set forth in Ohio Revised Code Section 3319.17.

If the Board determines it is necessary to reduce the number of bargaining unit positions, those reductions shall be made in accordance with Ohio Revised Code section 3319.17. Comparability shall be determined using the performance evaluation ratings of each teacher or counselor over a three-year average, with numerical values assigned to each rating as follows: Accomplished-4; Skilled-3; Developing-2; and Ineffective-1. Seniority will be the basis of a reduction in force only between teachers who are comparable, i.e., have the same three-year average score.

A. The Association shall be notified in writing of any proposed staff reduction. Such notification shall include:

   1. The positions for reductions being considered, and
   2. Reasons for such proposals.

B. Seniority will be defined as the length of continuous service as a certificated/licensed employee under the regular contract in this district.

   1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

2. The Superintendent shall provide the MGTA President with a seniority list on or before November 1 of each school year. The President shall notify the Superintendent of any corrections by December 15. The seniority list shall include each area of licensure/certification with unit members placed on all lists for which they are licensed/certified. Part-time unit members, if any, shall appear on the seniority lists but shall be listed separately from the names of full-time unit members.

3. If two or more teachers have the same length of continuous service, seniority will be determined by:

   - the date of the Board meeting at which the teacher was hired, and then by;

   - the date the teacher signed his/her initial employment contract in the district, and then;

   - if there are any remaining ties, they will be broken by lot.

C. The names of teachers rated ineffective or developing whose contracts are suspended in a reduction in force will be placed on a recall list for twelve (12) months from the date of reduction. The names of teachers rated accomplished or skilled whose contracts are suspended in a reduction in force will be placed on a recall list for twenty-four (24) months from the date of reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

2. Teachers on the recall list will be recalled based upon licensure/certification, fit, and prior evaluations.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

5. If available through the insurance carrier the teacher shall have the right to any and all insurance benefits provided by the Board. Said premium shall be paid by the teacher by money order or bank draft made payable to the insurance company and received in the office of the treasurer as specified by the treasurer.

D. The parties agree that these procedures apply only to the suspension of contracts for reduction in force. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

7.08 Class Size

A. The Board and the Association agree that class size should be consistent with the standards of quality education. The parties agree that every effort should be made to provide one full-time equivalent regular classroom teacher for each twenty-four (24) pupils in average daily membership in the district. However, due to a lack of facilities, impacted growth areas, and a lack of proper financing, it may be difficult to reach this goal.

B. As used in this section "classroom teacher" and "educational service personnel" shall be defined pursuant to the Ohio Revised Code, Section 3317.023.

C. Every effort will be made not to place pupils in a classroom in larger numbers than the capacity of the teaching stations allow.

D. The parties agree that every effort should be made to provide one educational service personnel for each 200 pupils in average daily membership in the district.

E. An administrative response will be triggered when a K-2 unit member's class size exceeds 22 pupils.

F. An administrative response will be triggered when a 1-2 elementary unit member's class size exceeds the desired limits of the district ratio established in Section A by more than 10%.

G. An administrative response will be triggered when a secondary or 3-5 elementary unit member's class size exceeds the desired limits of the district ratio established in Section A by more than 20%.

H. Courses that have been traditionally taught in large groups shall be excluded from these limitations.

I. The administrative intervention shall be determined by the superintendent. In no case will that intervention result in the creation of a new section that has less than fifteen (15) students in membership.

7.09 Teacher Education and Certification and Licensure

The Mount Gilead Local Professional Development Committee (LPDC) shall provide district leadership in this area.

A. The Mount Gilead LPDC shall consist of at least five (5) members. Three-fifths (3/5) of its membership shall be identified as classroom teachers. Two-fifths (2/5) shall be identified as administrative personnel.

1. The Association shall select the teacher members of the LPDC from the Association membership. If possible, each building should be represented.

2. If a teacher member is unable to fulfill a full term of membership, an Association member shall fill the position. If possible, the replacement member should represent the same building as the original member.

3. The superintendent shall select the administrative members of the LPDC.

4. The superintendent shall determine the recall and replacement of the administrative members.

B. The terms of office for the LPDC teacher members shall be three years beginning on July 1. One teacher member shall rotate off the LPDC each year.

C. The LPDC shall consist of the following officers: chairperson, vice-chairperson, and recorder. In addition, a data entry clerk shall be appointed with the mutual agreement of the LPDC and superintendent.

D. The LPDC shall determine its meeting schedule.

E. The decision(s) of the LPDC shall be by majority vote. A quorum shall include at least one (1) administrative member.

F. Each LPDC bargaining unit member shall be paid at the hourly rate for meetings scheduled outside of the school day or regular school year, not to exceed $650.00 per year. Members will be issued a supplemental contract and will be required to submit time sheets verifying hours worked.

G. Decisions of the LPDC may be appealed through the channels established in the LPDC guidelines.

H. The LPDC shall approve all CEU programs and coursework for all certificated/licensed employees, as well as other activities that may provide CEU's. The LPDC shall establish criteria for the above programs.

I. At least one member of the LPDC Committee shall be placed on any district committee involved with staff development issues.

7.10 Hiring Retired Teachers

A. Definition of Retiree

A retiree is an individual who has attained service retirement status with the State Teachers Retirement System (STRS) and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

B. Employment

The Board retains the right to reemploy retired teachers. The Board will make this determination on a case-by-case basis. Any bargaining unit member or any other retiree of STRS who retires and is subsequently reemployed in the Mount Gilead Exempted Village School District may be hired at a rate of pay different from his/her years of service as specified in the salary schedule contained in this Agreement. This provision and such salary and individual contracts with a member expressly supersede Ohio Revised Code Section 3317.13 and all other applicable laws.

C. Salary Placement and Index

The teacher shall be placed at the salary step that is agreed to by the teacher and the Board of Education. Actual training credit will be awarded.

D. Insurance

A retiree may purchase dental and vision service at district cost. Medical and prescription drug coverage shall not be provided unless STRS denies such coverage due to employment.

E. Contracts

The retiree shall be granted an automatically non-renewing one-year limited contract. The retiree shall not accumulate seniority. It shall not be necessary for the Board to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

F. Sick Leave/Severance Pay

Retirees will accrue sick leave pursuant to the Agreement and ORC. A retiree is not eligible to receive a severance payment upon leaving employment in the district.

G. Vacancy

The retiree's position shall be posted annually. The retiree may bid on the position after the Agreement's posting period has expired.

H. All of the terms and conditions of employment set forth in the preceding subsections shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to, Sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.08, 3319.141, 3317.13, and 3317.14.

7.11 National Board Certification

A teacher who seeks National Board Certification (NBC) shall notify the administration of his/her intent to participate in the process.

A teacher who seeks NBC shall be granted, on a one-time basis, two (2) professional leave days for preparation and testing. These days are in addition to other professional days permitted herein.

Unreimbursed application and testing fees shall be reimbursed under the provisions of Article V, Section 5.04, College Credit Reimbursement, upon successful passage of the program. If a teacher's education program includes self-paid credit for working on NBC, tuition reimbursement shall also apply. The combination of these two reimbursements shall not exceed $1,500.00 as provided in Article V, Section 5.04. The tuition reimbursement form shall be revised to reflect this benefit.

If a teacher's education program does not include credit hours for pursuing NBC, a teacher shall be granted six (6) semester hours of credit toward advancement on the salary schedule only.

All such benefits shall be provided once per teacher.

7.12 Advisory Council for the Superintendent

A. Any teacher representatives and teacher alternates who are to serve on the Advisory Council for the superintendent shall be selected from each building by a majority vote of that building's faculty. This selection shall take place in the month of September. In addition, the Association president shall also serve on the committee. Other personnel including principals, treasurer, curriculum director, technology director, etc., may be invited to attend council meetings at the discretion of the superintendent.

B. All Advisory Council members will be provided with a schedule of the meetings which will be established at the first Advisory Council meeting in September.

C. The issues discussed by the Advisory Council shall not be construed to be negotiations and shall not alter or amend the terms and conditions of this Agreement.

7.13 Pay Periods

Each teacher shall receive twenty-four (24) equal pays during the regular work year. The pay dates are the 10th and 25th of each month. When the 10th and 25th are on a weekend or holiday, payment is made on the previous business day. In the first year of employment, teachers who did not hold a regular teaching position in the previous year will be advanced on-half (1/2) of his/her September 10 pay on August 25th.

7.14 Court Appearance

A teacher serving as a juror or who is subpoenaed to testify in a court of law shall receive the difference between his regular pay and any remuneration received for such services. This leave shall not be chargeable to sick leave or personal leave. This provision shall not apply if the teacher is a party to the court matter.

7.15 Special Education

Each unit member who participates in the IAT or MFE process or who will be providing instructional or other services specified on the IEP or "504" to a student with special needs shall be invited to participate in the IAT, MFE, IEP or "504" meeting by the building administrator using the Student Education Meeting form, the IEP Notification form, or other form developed by the administration.

A. Every reasonable effort will be made to schedule such meetings during the contract day.

B. If such meetings must be scheduled outside the contract day, the participating unit members shall be eligible for payment. (Such time outside the contract day must be for a minimum block of thirty (30) minutes.) The amount of time shall be verified by a building administrator. Such verification shall be attached to the appropriate form (Appendix I). Payment will be at the hourly rate.

7.16 Copies of Board Policy

A copy of the Board policy shall be maintained on the District website.

7.17 Dress Code

The teacher shall be responsible for dressing in a professional and job-appropriate manner.

7.18 Procedure to Resolve Parent/Teacher Disagreements

Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between professional staff member, pupil, parent, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below. To that end, upon receipt of a complaint, the person receiving the complaint should refer the complainant to the teacher affected who shall meet with the complainant to attempt to resolve the complaint. If the complainant refuses or does not wish to meet with the teacher, the complainant shall be referred to the building principal who may meet with the complainant to attempt to resolve the complaint. If the building principal is able to resolve the complaint, he/she shall advise the teacher of the nature of the complaint, its resolution, and the identity of the complainant. If such conferences to not lead to understanding and resolution of problems involved, the principal may investigate the allegations and determine what action, if any, should be taken based upon the allegations in the complaint.

Anonymous complaints shall not be subject of investigation, unless they involve the health, safety, or welfare of a student or other employee.

7.19 New Programs/Curricula

Teachers shall be trained in advance of the implementation of any new programs or curricula. Training conducted outside of the contracted work day/year shall be paid at the hourly rate. Teachers who are new to the district or grade level/department shall be trained within the first three (3) months of assignment. Independent/Integrated Arts teachers who have responsibilities for implementing these programs/curricula shall be included in all training.

ARTICLE VIII - RESIDENT EDUCATOR PROGRAM

8.01 Resident Educator Program

The Board and the Association will comply with the requirements of the Ohio Resident Educator Program.

ARTICLE IX - OTHER PROVISIONS

9.01 Continuation Clause

Any negotiated item currently in effect and not changed during this round of negotiations shall remain in full force and effect and shall be carried over and placed in any successor agreement.

9.02 Superseding Clause

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement, whether or not the statutory provision is specifically enumerated herein.

9.03 This Agreement/Severability

This Agreement supersedes and cancels all prior agreements between the parties whether verbal, written or based upon alleged past practices, and all Board policy and administrative regulations, it being the intent of the parties that the Agreement shall constitute the entire agreement between the parties.

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

9.04 Duration

This Agreement shall be effective July 1, 2020 through June 30, 2023.

Board President — Date: 10·20·20

Treasurer — Date: 10-8-2020

Association President — Date: 10-8-20

Superintendent — Date: 10/11/2020

Appendix A

MOUNT GILEAD EXEMPTED VILLAGE SCHOOL

GRIEVANCE PROCEDURE FORM

1. Party with Grievance _____

2. School _____ Department or Grade Level _____

3. Party to whom Grievance is being directed _____

   School _____ Department or Grade Level _____

4. Date of Grievance submission _____

5. Statement of Grievance:

6. Relief sought by party with Grievance:

LETTER OF INTENT FORM

TO: ALL TEACHERS

FROM: _____, SUPERINTENDENT

SUBJECT: LETTER OF INTENT FOR 20 ____ - _____ SCHOOL YEAR

This Letter of Intent is designed to assist in planning for the 20 ____ - _____ school year. Please understand that your completion of this form is a very important part of the process.

If you are requesting a transfer, remember that you must have proper certification/licensure for any proposed change.

Please complete the form and return it to me no later than March 15, 20 ____.

****

TEACHER'S NAME _____

Please check the appropriate statement:

_____ I wish to continue in my current assignment during the 20 ____ - _____ school year.

_____ I would like to request a transfer for the 20 ____ - _____ school year to:

Subject Area _____

Position _____

Grade Level _____

Building _____

_____ I am interested in the following supplemental position(s):

_____

_____

YOUR RIGHTS UNDER THE
FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the Employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor, Employment Standards Administration
Wage and Hour Division, Washington, D.C. 20210

WH Publication 1420
June 1993

MOUNT GILEAD EXEMPTED VILLAGE SCHOOLS

REQUEST FOR PERSONAL LEAVE

This personal leave form must be completed and submitted to the superintendent for approval at least three (3) days prior to the intended absence (except when unavoidable).

Personal days are not to be used for personal financial gain and no more than 5 contracted employees can use personal leave on any one workday.

Requested Date of Personal Leave _____

Date and Time Received by Principal _____

_____

Employee Date

_____

Principal/Supervisor Date

_____

Superintendent Date

☐ Approved

☐ Not approved due to _____

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decision for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the MGTA (Mount Gilead Teachers' Association), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish participation by represented by the MGTA President, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" – Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following.

A. A license issued under R.C. 3319.22, 3319.26, 3319.222, 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Mount Gilead Teachers' Association.

The Superintendent, Treasurer, and any "other administrators" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education (ODE) that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

The teacher performance measure shall account for at least fifty percent (50%) of each teacher's rating and the student academic growth measure shall account for at least thirty-five percent (35%) of the rating. The remaining fifteen percent (15%) shall be one (1), or any combination, of the following:

A. students surveys

B. teacher self-evaluations

C. peer review evaluation;

D. student portfolios;

E. any other component determined by the Board in consultation with District teachers.

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the evaluation factors are combined.

Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

"Teacher Performance" – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Teacher-Student Data Linkage" (TSDL) – refers to the process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled'

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School district for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than the December 1st of the year the teacher was scheduled to be evaluated.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise at least fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

A. understanding student learning and development and respecting the diversity of the students they teach;
B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

B. Teaches on a limited contract whose contracts are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

1. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher's academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with at least one (1) observation and post conference in any year that such teacher is not formally evaluated.

2. The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher.

3. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation and who is scheduled to be evaluated may request that in place of one (1) of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

These exemptions shall not apply to any school year in which the teacher's limited contract is expiring.

The first formal observation with walkthroughs will be conducted no later than December 15 and the second formal observation with walkthroughs will be conducted no later than April 1 for those teachers who are being fully evaluated. For teachers in the final year of a limited contract whose contracts are being considered for renewal/nonrenewal, the third observation will occur no later than May 1.

A post-conference (i.e. a face-to-face meeting) between the teacher and evaluator will be held within seven (7) school days of the observation. The formal observation report will be completed within five (5) school days after the post-conference.

Evaluations will be completed by May 1st and each teacher will be provided a written report (may be provided to teacher electronically via eTPES) of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

A. evidence of planning

B. lesson delivery

C. differentiation

D. resources

E. classroom environment

F. student engagement

G. assessment, or

H. any other component of the standards and rubrics approved for teacher evaluation

A walkthrough shall consist of at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively;

A2. Teachers instructing in value-added courses, but not exclusively[1];

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C. Teaches instructing in areas where no teacher-level value-added or approved vendor assessment available.[2]

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for "B" teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for District teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District of OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES:

(5) Most Effective

(4) Above Average

(3) Average

(2) Approaching Average

(1) Least Effective.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures and any other locally determined alternative measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

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[1] For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

[2] If used, only one (1) "shared attribution" measure can be utilized per instructor.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by TBD annually by Superintendent.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than TBD annually by Superintendent.

A. The SLO Committee shall review all submitted SLOs by TBD annually by Superintendent.

B. Any SLO that is rejected by the SLO Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by with five (5) days for the resubmittal of the corrected SLO.

Teacher shall administer the final assessment to determine student growth as defined in the approved SGMs.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "Ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

"Retention" – for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" – as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" – refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" – since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Mount Gilead Teachers' Association (MGTA). The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards-based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

Definitions

"OSCES" – Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor" – For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teaches and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy.

"Credentialed Evaluator" – For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education of the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" – is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six (6) State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" – the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on the selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Indirect Services; Partnerships and Referrals;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge, and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

B. A high performing school counselor will be evaluated less frequently as follows.

1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

These exemptions shall not apply to any school year in which the school counselor's limited contract is expiring. Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that required confidentiality.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation may be unannounced.

The first formal observation with walkthroughs will be conducted to later than December 15 and the second formal observation with walkthroughs will be conducted no later than April 1 for those teachers who are being fully evaluated. For teachers in the final year of a limited contract whose contracts are being considered for renewal/nonrenewal, the third observation will occur no later than May 1.

A post-conference (i.e. a face-to-face meeting) between the teacher and evaluator will be held within seven (7) school days of the observation. The formal observation report will be completed within five (5) school days after the post-conference.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of observation.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

B. School counselors with a final summative rating "Skilled" will develop a professional growth plan collaboratively with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by TBD each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School Counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention" – for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on

contract suspensions, except in the instance of comparable evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate an employment contract are not limited by the existence of this policy.

"Promotion" – as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors" – refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluations system.

"Comparable Evaluations" – since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Poorly performing school counselors may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when receipt of an "Ineffective" rating by a school counselor has been demonstrated.

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the MGTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

R.C. 3319.02, 3319.11, 3319.113, R.C.3319.16
A.C. 3301-24-05
H.B. 64

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MOUNT GILEAD SCHOOLS
PHILOSOPHY/GOALS

PHILOSOPHY:

The purpose of the evaluation/staff development program shall be to improve instruction by recognizing individual teacher strengths, by providing assistance to teachers for identified weaknesses, and by providing a system of continuous professional growth through ongoing cooperative communications.

This evaluation instrument is extremely important to the teachers, the administrative staff, and the Board of Education of the Mount Gilead School District. Therefore, every reasonable means will be taken to ensure that this system will be followed.

GOALS:

1. To improve the quality of the educational services offered.
2. To keep informed concerning educational trends and issues.
3. To make administrative decisions concerning employment.
4. To recognize individual needs and differences.
5. To provide an opportunity for self-analysis.

Appendix H

PERFORMANCE REVIEW

The Performance Review provides for a systematic assessment of the teacher's professional performance. The teacher will be evaluated on the basis of the district's performance characteristics which can be found in this document. Evaluations shall be conducted by only building principals, assistant principals, dean of students, and the superintendent who hold an administrator certificate/license.

The Performance Review Cycle will be closely linked to the contractual situation for each teacher. It is hoped that this review will provide for a description of strengths and/or deficiencies and allow ample time for remediation.

The time line for the Performance Review is as follows:

A. The building level administrator will distribute the Performance Review Instrument to teachers at the beginning teacher's meeting for the school year.

B. Pre-performance Review form and conference conducted at least five (5) days prior to first observation.

C. First observation and conference with written report by December 15.

D. Second observation and conference with written report by April 1.
(Either the teacher or administrator may request additional observations.)
Complete observations by May 1.

E. Completion of Final Performance Review/Staff Development form by May 10.
(Copies of the Final Performance Review/Staff Development form, Supervisory Review, Teacher Response [optional] and Pre-evaluation form will be sent to the superintendent and filed in the teacher's personnel file.)

Violation of Board policy at any time may be communicated in writing to the affected teacher and may result in the teacher being placed on a full Performance Review.

Committee to be formed to develop non-OTES Teacher Evaluation form for 2014-15 school year. Two (2) teachers, two (2) administrators – complete by October 1.

MOUNT GILEAD SCHOOLS
PERFORMANCE CHARACTERISTICS

Domain A: Planning and Preparation

A-1 Has materials, supplies, and equipment ready at the start of the lesson or instructional activity.

A-2 Utilizes assessments that is appropriate for students and congruent with instructional goals in both content and process.

A-3 Uses assessment results to plan for individuals and groups of students.

A-4 Has instructional plan that is compatible with the school and district curriculum goals.

A-5 Has instructional plan that matches and aligns objectives, learning strategies, assessment, and student needs at the appropriate level of difficulty.

A-6 Uses available human and material resources to support the instructional program.

A-7 Plans varied instructional groups and techniques as appropriate to different instructional goals.

Domain B: The Classroom Environment

B-1 Has established a set of rules and procedures that govern the all phases of the classroom-routine administrative matters, instructional activities, etc.

B-2 Interacts with students in a manner that demonstrates mutual respect, caring and understanding.

B-3 Demonstrates interest and enthusiasm for the content being taught.

B-4 Communicates high expectations for each student's learning and achievement.

B-5 Effectively plans and monitors instructional groups.

B-6 Performs non-instructional duties efficiently with minimal loss of student learning time.

B-7 Makes expectations for student behavior clear to everyone.

B-8 Manages student discipline consistently

B-9 Off-task behavior is monitored and corrected in as manner while on-task behavior is recognized and encouraged as well.

B-10 Maintains a neat and safe physical environment.

Domain C: Teaching for Student Learning

C-1 Communicates clearly and accurately directions, procedures, expectations, and curricular information.

C-2 Uses correct and expressive spoken and written language understandable to the students.

C-3 Demonstrates a mastery of the subject matter.

C-4 Uses a variety of instructional methods, including activities that lead to independent, creative, or critical thinking.

C-5 Adapts materials, methods, and activities to the individual student needs.

C-6 Introduces the lesson or instructional activity and specifies the learning objectives when appropriate.

C-7 Conducts lesson at an appropriate pace, slowing when necessary for student understanding but avoiding unnecessary delays.
C-8 Makes transitions between lessons and instructional activities within lessons efficiently and smoothly.
C-9 Summarizes the main point(s) of the lesson or instructional activity at its conclusion.
C-10 Circulates during class work to check all students' performances.
C-11 Ensures that assignments are clear and realistic for all students.
C-12 Teaches to a variety of learning styles, i.e., oral, visual, hands-on, etc.

Domain D: Professional Responsibilities & Interpersonal Skills

D-1 Follows the adopted course of study.
D-2 Maintains and delivers adequate records as requested, i.e., lesson plans, grades, attendance, and other school reports and correspondence.
D-3 Interacts in an effective manner with parents, staff, community, students.
D-4 Expands educational effectiveness through professional development opportunities.
D-5 Participates in school and district-wide committees, projects and events as needed.
D-6 Carries out non-instructional duties as assigned or as need is perceived.
D-7 Adheres to established board policies, rules, regulations and laws.
D-8 Files and follows a plan for professional development (IPDP) and demonstrates evidence of growth.
D-9 Builds and maintains cooperative, professional relationships with colleagues and administrators.
D-10 Establishes a pattern of being punctual.

PRE-EVALUATION FOR FULL PERFORMANCE REVIEW

At least five days prior to the first evaluation, the teacher and the administrator will meet to begin the evaluation process. The teacher should review the performance characteristics and identify those areas that he/she would like to target for improvement during the present evaluation period.

The administrator should identify those areas that he/she recommends to the teacher for consideration as target areas.

Performance characteristics mutually agreed upon:

Date: _____

Signature of Teacher _____

Signature of Administrator _____

MOUNT GILEAD SCHOOLS
TEACHER PERFORMANCE EVALUATION

Name: _____

Position: _____

Date: _____

The Performance Review provides for a systematic assessment of the teacher's professional performance. The teacher will be evaluated on the basis of the district's performance characteristics which can be found in this document.

At least five days prior to the first evaluation, the teacher and the administrator will meet to begin the evaluation process. The teacher should review the performance characteristics and identify those areas that he/she would like to target for improvement during the present evaluation period.

The timeline for Performance Review is as follows:

A. The building level administrator will distribute the Performance Review Instrument to teachers at the beginning teacher's meeting for the school year.

B. Pre-performance Review form and conference conducted at least five (5) days prior to first evaluation.

C. First observation and conference with written report by January 25.

D. Second observation and conference with written report by April 10.
(Either the teacher or administrator may request additional observations.)

E. Completion of Final Performance Review/Staff Development form by May 30.
(Copies of the Final Performance Review/Staff Development form, Supervisory Review, Teacher Response [optional] and Pre-evaluation form will be sent to the superintendent and filed in the teacher's personnel file.)

MOUNT GILEAD SCHOOLS
PERFORMANCE CHARACTERISTICS

Domain A: Planning and Preparation

A-1 Has materials, supplies, and equipment ready at the start of the lesson or instructional activity.

A-2 Utilizes assessments that is appropriate for students and congruent with instructional goals in both content and process.

A-3 Uses assessment results to plan for individuals and groups of students.

A-4 Has instructional plan that is compatible with the school and district curriculum goals.

A-5 Has instructional plan that matches and aligns objectives, learning strategies, assessment, and student needs at the appropriate level of difficulty.

A-6 Uses available human and material resources to support the instructional program.

A-7 Plans varied instructional groups and techniques as appropriate to different instructional goals.

Commendations:

Recommendations:

_____ Superior

_____ Well Above Standard

_____ Above Standard

_____ At Standard

_____ Below Standard

_____ Unsatisfactory

Domain B: The Classroom Environment

B-1 Has established a set of rules and procedures that govern the all phases of the classroom-routine administrative matters, instructional activities, etc.

B-2 Interacts with students in a manner that demonstrates mutual respect, caring and understanding.

B-3 Demonstrates interest and enthusiasm for the content being taught.

B-4 Communicates high expectations for each student's learning and achievement.

B-5 Effectively plans and monitors instructional groups.

B-6 Performs non-instructional duties efficiently with minimal loss of student learning time.

B-7 Makes expectations for student behavior clear to everyone.

B-8 Manages student discipline consistently

B-9 Off-task behavior is monitored and corrected in as manner while on-task behavior is recognized and encouraged as well.

B-10 Maintains a neat and safe physical environment.

Commendations:

Recommendations:

_____ Superior

_____ Well Above Standard

_____ Above Standard

_____ At Standard

_____ Below Standard

_____ Unsatisfactory

Domain C: Teaching for Student Learning

C-1 Communicates clearly and accurately directions, procedures, expectations, and curricular information.
C-2 Uses correct and expressive spoken and written language understandable to the students.
C-3 Demonstrates a mastery of the subject matter.
C-4 Uses a variety of instructional methods, including activities that lead to independent, creative, or critical thinking.
C-5 Adapts materials, methods, and activities to the individual student needs.
C-6 Introduces the lesson or instructional activity and specifies the learning objectives when appropriate.
C-7 Conducts lesson at an appropriate pace, slowing when necessary for student understanding but avoiding unnecessary delays.
C-8 Makes transitions between lessons and instructional activities within lessons efficiently and smoothly.
C-9 Summarizes the main point(s) of the lesson or instructional activity at its conclusion.
C-10 Circulates during class work to check all students' performances.
C-11 Insures that assignments are clear and realistic for all students.
C-12 Teaches to a variety of learning styles, i.e., oral, visual, hands-on, etc.

Commendations:

Recommendations:

_____ Superior
_____ Well Above Standard
_____ Above Standard
_____ At Standard
_____ Below Standard
_____ Unsatisfactory

Domain D: Professional Responsibilities & Interpersonal Skills

D-1 Follows the adopted course of study.
D-2 Maintains and delivers adequate records as requested, i.e., lesson plans, grades, attendance, and other school reports and correspondence.
D-3 Interacts in an effective manner with parents, staff, community, students.
D-4 Expands educational effectiveness through professional development opportunities.
D-5 Participates in school and district-wide committees, projects and events as needed.
D-6 Carries out non-instructional duties as assigned or as need is perceived.
D-7 Adheres to established board policies, rules, regulations and laws.
D-8 Files and follows a plan for professional development (IPDP) and demonstrates evidence of growth.
D-9 Builds and maintains cooperative, professional relationships with colleagues and administrators.
D-10 Establishes a pattern of being punctual.

Commendations:

Recommendations:

_____ Superior
_____ Well Above Standard
_____ Above Standard
_____ At Standard
_____ Below Standard
_____ Unsatisfactory

ADDITIONAL COMMENDATIONS:

ADDITIONAL RECOMMENDATIONS:

POST-CONFERENCE

DATE OF POST-CONFERENCE _____

I have received a copy of my evaluation and have had the opportunity to respond.

_____ _____
Teacher's Signature Date

_____ _____
Administrator's Signature Date

SYNOPSIS OF ACTIVITIES
COMMENTS RELATED TO CLASSROOM OBSERVATION

TEACHER _____ DATE(S) _____ SUBJECT _____

GRADE _____ TIME OF VISIT(S) _____ ADMINISTRATOR _____

TO: Superintendent of Schools

FROM: _____ Principal

TEACHER'S NAME: _____

BUILDING ASSIGNMENT: _____

CYCLE YEAR: _____

The above-named teacher was on the following cycle:

This School Year

_____ Performance Review

_____ Developmental Activity

_____ Non-Evaluative

Teacher report concerning Developmental Activity (report may be attached):

_____

_____

_____

_____

PRINCIPAL'S REPORT:

I. If the teacher is on Performance Review:

A. _____ The teacher is meeting the district's performance characteristics and is performing in a satisfactory manner.

B. _____ The teacher is not meeting the district's performance characteristics and is performing in an unsatisfactory manner.

II. If the teacher is on Developmental Activity (a report of the activity):

_____

_____

_____

_____

_____ _____

Teacher's Signature Date

_____ _____

Principal's Signature Date

This form is to be placed in the teacher's personnel file.

PROBLEM AREA FORM

DATE _____

SPECIFIC PROBLEMS:

RECOMMENDATIONS FOR IMPROVEMENT:

TIMELINE:

SIGNATURES: Principal _____

Teacher _____
(Signature denotes receipt of this form only.)

TEACHER'S RESPONSE

The teacher may respond to the Full Performance Review or Developmental Activity.

POINTS OF CLARIFICATION

Performance Characteristics - Area of Emphasis

Performance characteristics have been grouped under the following headings:

Domain A: Planning and Preparation
Domain B: The Classroom Environment
Domain C: Teaching for Student Learning
Domain D: Professional Responsibilities & Interpersonal Skills

Meets performance characteristic expectations - Commendations - Recommendations

Meets job description expectations - A person will receive a check mark ***in one of the performance descriptions listed on the evaluation form (i.e., Superior, Well Above Standard, At Standard, Below Standard, and Unsatisfactory). If a person receives a check mark in the Below Standard or Unsatisfactory areas,*** the administrator must provide specific recommendations for improvement which will lead to a satisfactory evaluation.

Commendations - This heading will include both positive comments and general observations.

Recommendations - This heading should not be construed as an area of negative evaluations. Constructive comments, suggestions, district-wide goals, etc., may all be included. However, this area will include specific recommendations if a job performance characteristic needs improvement or is unsatisfactory.

When reviewing an evaluation, one should consider the quantity and quality of commendations and the frequency and severity of job description recommendations related to areas which need improvement.

Appendix I

MOUNT GILEAD SCHOOLS
SPECIAL PROJECTS TIME SHEET

NAME_____ PROJECT_____

POSITION_____ BUILDING_____

DATE	TYPE OF WORK	Time In/Lunch/Time Out	TOTAL HRS. (DO NOT INCLUDE LUNCH)
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____
_____	_____	_____/_____/_____	_____

TOTAL HOURS _____
@ $ _____ = $ _____

* Please submit time sheets on a weekly basis.
** Time sheets must be received in the treasurer's office no later than Monday AM of pay week.

DATE_____

APPROVED_____

OFFICE USE ONLY

Pay Account _____

# of Days _____

NOTES