

ARTICLE 7 EMPLOYEE EVALUATION

- A. The evaluation process shall be in accordance with the District's evaluation policy.
- B. At the beginning of the school year a copy of the District's evaluation procedure will be provided to all employees via the District's website. Hard copies will be made available upon employee request.
- C. Observations of work performance shall be conducted openly and with full knowledge of the employee.
- D. In preparation for a formal observation, a pre-observation conference, which includes but is not limited to establishment of performance goals based on performance standards, and post-observation conference will be held with the employee.
- E. Copies of all written reports concerning a classroom employee which are placed in the personnel file shall be signed by the employee and a copy shall be given to the employee.
- ~~F. Before changes are made to the evaluation policy, the District will meet and consult with representatives of the Association.~~
- F. **Senate Bill 290 requires the District and the Association to collaboratively update the District's evaluation policy to conform with this new law. The parties agree to do this by creating a committee comprised of association members and district administrators for that purpose. This committee will create an evaluation policy that meets the requirements of SB 290, with implementation slated for the 2013-14 school year.**

MEMORANDUM OF UNDERSTANDING

~~At the request of either the District or MCEA, a Review Committee may be formed in April consisting of members of the union and District administration to examine the evaluation procedure and make recommendations for change. The District administration will consider the recommendations and, if they are accepted, will pass them on to the Morrow County School Board. If the recommendations are rejected, the Superintendent will provide an explanation of the rejection in writing to the Review Committee.~~

ARTICLE 21

INSURANCE

- A. The District shall provide each regular licensed employee and his/her family with insurance benefits. The Association and the District shall pick the insurance carrier and coverages given the constraints in Section B herein. The district and the association will explore comparable coverage in the state pool, without increasing out-of-pocket expense, and within the cap.
- B. The District's contribution towards the total cost of premiums for insurance coverage as provided in this contract shall be:
1. From October 1, ~~2011~~ 2012 to September 30, ~~2012~~ 2013, the District's obligation toward the premium cost shall not exceed ~~\$1060~~ \$1140 per employee per month. Additionally money will be added to an "insurance pool" based on the number of opt-out VEBA participants (See "F" below).
 2. For new licensed staff hired for the 2012-13 school year and beyond, the district will pro-rate the district's contribution for the total cost of health insurance premiums as provided in this contract, based on the assignment FTE of the employee in a regular teaching position. (i.e., .75 FTE will receive 75% of benefits; .50 FTE will receive 50% of benefits, etc.).
- C. Insurance benefits, as provided, shall be effective for the entire term of the Agreement. In the event that no new Agreement has been realized by June 30, 2011, the parties stipulate that the benefits provided and the Board's contribution towards the costs of premiums for benefits shall remain in effect at the "status quo" until such time as a successor Agreement is ratified.
- D. The District will provide insurance for repair or replacement of personal items which are used as teaching aids and which are itemized and listed on the District's insurance policy with a \$25.00 deductible. This will be a part of the District's insurance program.

- E. The District maintains the right to determine the method of premium payment for all insurance agreed upon at the most reasonable cost to the District provided that the method chosen does not reduce the insurance benefit to the individual employee.
- F. Subject to the rules and regulations of the insurance carrier, OEGB, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution towards insurance premiums, may receive 50% (~~\$530~~) **(\$570)** of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) VEBA, as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Of the remaining ~~\$530~~ **\$570** eighty percent (80%) or ~~\$424~~ **\$456** will go into an insurance pool and will be divided among the remaining active employees enrolled in OEGB plans. Opt-out decisions must be made at annual enrollment and the "pool" will be based upon opt-outs at annual enrollment.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District sponsored group insurance coverage.

Around April 1st of each year the parties agree to a limited re-opener to discuss salary and the insurance cap for the following year.

ARTICLE 24

PAID LEAVES OF ABSENCE

- A. Types of Leave: Employees shall be entitled to the following temporary non-cumulative personal leave of absence with full pay each school year:

Personal Leave *

1. Each licensed employee will be granted twenty-four (24) hours non-cumulative personal leave per year. The first sixteen (16) hours of the leave will be at no cost to the employee [seventeen (17) hours during 4-day student week calendar]. The licensed employee will provide a minimum of two (2) days notice, if possible, before taking such leave. The third day of leave will be at the cost to the employee equal to the District's cost of an appropriate substitute. In the event that the teacher is on approved OFLA/FMLA/ADA/Workers Comp leave, the cost of the 3rd day will be borne by the district. The Board agrees to reimburse employees who do not take the first and second day of leave an amount equal to a substitute teacher's pay for each unused day.
2. Good Cause: Other leaves of absence with pay may be granted by the Board for good reason.

B. Bereavement

~~In cases of death in the family or close associate, the employee will be granted twenty four (24) hours paid bereavement leave. If bereavement is to be used for other than family, it shall be approved by an administrator. Sixteen (16) additional hours for bereavement purposed will be granted, upon request, when long distance in state or our of state travel is required for death in the family.~~

Up to 32 hours bereavement leave, per event, will be granted upon the death of a member of the immediate family or death of a person who, because of close association, is perceived as a family member.

Federal definition of immediate family: parents, spouse, in-laws, children by blood, adoption or marriage, siblings, grandparents or grandchildren.

Federal definition of family member: "Family member" means the spouse, same-sex domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, biological parent, grandparent, parent-in-law, parent of employee's same-sex domestic partner or a person with whom the employee is or was in a relationship of "in loco parentis." It also includes the biological, adopted, grandchild or foster child or stepchild of an employee, child of same-sex domestic partner or a child with whom the employee is or was in a relationship of "in loco parentis."

In the event of a death involving other than those mentioned above, only the superintendent may approve the request for leave.

SALARY

APPENDIX A

Note: Step placement on these salary schedules is determined as follows:

- Employees hired before August, 1998 and thereafter are placed on the step consistent with previous experience recognized by the District.
 - Employees hired in August of 1998 and thereafter are placed on the step consistent with their current year of employment recognized by the District.
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Salary for ~~2011-12~~ **2012-13** will be steps and columns to all who qualify, plus longevity if it is earned.

Longevity will be based on years of service in Morrow County School District will be paid on the first pay period of the school year.

Starting at the beginning of the 10th year through the 14th year will be \$250
Starting at the beginning of the 15th year through the 19th year will be \$400
Starting at the beginning of the 20th year through the 24th year will be \$550
Starting at the beginning of the 25th year through the 29th year will be \$700
Starting at the 30th year longevity pay will be \$850 for each year thereafter.