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AGREEMENT

between

Miller City-New Cleveland Board of Education

and

Miller City-New Cleveland Education Association

for

July 1, 2024 – June 30, 2027

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ARTICLE I - ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

The Miller City-New Cleveland Local Board of Education (hereinafter referred to as the Board), recognize the Miller City-New Cleveland Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as set forth in this Agreement and/or as defined and set forth in ORC 4117 for all professional staff members in the employee bargaining unit as set forth in section "B" herein.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, special ED., & vocational), guidance counselors, librarians/media and/or program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, athletic directors, visiting teachers, and tutors. Substitutes employed for sixty (60) or more consecutive days shall also be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty (50) percent of their assigned time, confidential employees, management level employees, supervisors, and casual employees shall not be considered to be a part of the bargaining unit.

No teacher as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "staff member", "staff", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association.

ARTICLE II

ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. **NON-DISCRIMINATION/NON-REPRISAL**
The Board hereby agrees that every member of the bargaining unit shall have the right to organize, join, and support the Association for the purpose of engaging in professional bargaining and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not discriminate against any member of the bargaining unit because of the exercise of any of their legal and constitutional rights; the Board will not discriminate against any teacher by reason of his/her Association activities or professional membership, bargaining activities, or utilization of the grievance procedure.

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

B. **RIGHTS UNDER THE LAW**
Nothing contained herein will be construed to restrict or deny any professional staff member's rights they may have under the law or any other applicable rules or regulations.

C. **USE OF SCHOOL BUILDINGS AND EQUIPMENT**
The Association will have the right to use school buildings without cost at reasonable times for meetings. Arrangements for general membership, building, or other large meetings will be made with the respective building principal. Any added costs over and above the normal operational costs of the building will be borne by the Association.

The Association building representative will have permission to use school equipment, including typewriters, desktop computers, other duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not being used for classroom instruction or office work. Teachers using such equipment must be competent in the operation of said equipment. No equipment shall be removed from the building in which it is located without the permission of the principal. Supplies used in connection with such equipment will be furnished by or paid for by the Association at the Board's cost.

D. **ASSOCIATION BUSINESS DURING SCHOOL HOURS**
The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities

of a teacher or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place an organization identification on the mailboxes of all teachers who are members of the Association, and to place notices, circulars, and other material in all teachers' mailboxes.
2. Use the inter-school mail system to distribute material of the type described above.
3. Use, in each building, a reasonable amount of space on existing teacher bulletin boards.
4. Use of the school public address system for Association announcements.
5. Make brief announcements following the conclusion of building faculty meetings.

F. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the professional staff member:

United Teaching Profession dues--Teachers may at any time until October 1st sign and deliver to the Association and the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Association and the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction shall be made in equal amounts, for all individuals so authorizing beginning with the last pay check in October and for each of the next pay checks until and including the 1st pay check in October. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

If a member of the Association would decide to discontinue their authorization of payroll deduction for their Association dues, a copy of this request will be sent first to the Association Treasurer and the Association will forward it to the Board Treasurer within five (5) days of the receipt of written notification.

a. Credit Union
b. Income Protection Insurance

c. Tax Sheltered Annuities
d. Political Contributions

G. PERSONNEL DIRECTORY

The Administration will provide all professional staff members with a directory listing the names, addresses, listed phone numbers and teaching/duty assignments on record of all employees of the Board.

H. SCHOOL BOARD MEETINGS

1. Meeting Notice and Agenda--The president of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first
2. Association Participation--A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the agenda by submitting a written request forty-eight (48) hours in advance of the meeting to the superintendent.
3. Minutes and Other Public Documents--At no cost to the Association, the president of the Association will be supplied with minutes, attachments, addendums, special reports, financial statements and similar documents used by the Board in the course of school operations. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to Association concerns.

I. NEW STAFF

1. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract
2. The Association shall have the right to participate in the initial orientation and planning meeting for new professional staff members

J. ASSOCIATION LEAVE

Those teachers elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association, or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay No expense for such meetings, other than substitute service shall be paid by the Board.

ARTICLE III - NEGOTIATIONS PROCEDURE

A. PREAMBLE

Attainment of objectives of the educational program of the District requires mutual understanding, the cooperation among the Board of Education, the Superintendent and his staff, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all

parties participating in deliberations leading to the determination of matters of mutual concern.

Teaching is a profession requiring specialized educational qualifications. The success of the educational program in the District depends upon maximum utilization of the abilities of the teachers who are reasonably well satisfied with conditions under which their services are rendered.

The purpose of this procedure is the mutual agreement that the designated representatives of the parties will negotiate in good faith with regard to all matters of concern of either party and will use professional channels of appeal as set forth herein in the event of an impasse.

B. PARTICIPATION

The Board recognizes the school Superintendent as its chief executive officer and the person to whom it looks for education leadership. The Board shall designate two of its members who together with the Superintendent shall act as a committee to meet in accordance with established procedure with representatives of the professional organization for the purpose of discussion and reaching mutually satisfactory agreements on salary, welfare provisions, working conditions, the budget, and other problems of concern that affect the quality of the educational program of the District. Any agreement shall be subject to ratification by majority vote of the Board and the Association.

C. PROCEDURES

Meetings: The Board Committee and the representatives of the Association will meet upon the written request of either of the parties, provided the request contains a specific reason for the meeting. The initial meeting to request the opening of negotiations for a successor contract will take place before March 1 in the year the existing contract is set to expire by submitting a written request to the other party. At the initial negotiations session, the negotiations teams will exchange complete proposals. Once such exchange has occurred, new items may not be added during the negotiations process except by mutual agreement of the parties. At the initial meeting, both parties will establish additional and mutually agreed to meeting dates and times for the negotiations process.

Directing Requests: Requests from the Association normally will be made directly to the Superintendent or Board Committee. Requests from the Superintendent or the Board or their representatives will be made to the president of the Association. A mutually convenient meeting date shall be set within ten days of the request. The meeting shall be held within twenty days of the receipt of the initial request.

Official Minutes: Official minutes shall be kept and clerical assistance

provided, for the purpose of maintaining accurate records of the proceedings when desired by either party

Exchange of Facts, Views: Facts, opinions, proposals and counter-proposals will be exchanged freely during the meeting or meetings, (and between meetings, if advisable) in an effort to reach mutual understanding and agreement

Caucus: Upon the request of either party, the negotiating session shall be recessed to allow the requesting party to caucus. A caucus will last no longer than thirty (30) minutes. If additional time is needed, it must be agreed to by both parties.

Requests for Assistance: The participants may call upon competent professional and lay representatives to consider the matter under discussion, and to make suggestions, and to have the right to be represented in negotiation sessions by such professional or lay representatives

News Releases: While discussions are in progress, any release prepared for news media will be approved by both groups

D. AGREEMENT

When agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Board and the Association for their consideration The Board of Education shall take action at the next regular or special meeting of the Board of Education. Except during the summer recess, the Association will take action on the proposed Agreement within thirty (30) days of the receipt of such tentative agreement

FINAL AGREEMENT: When the participants reach agreement, the provisions, when applicable, shall appear in the individual contracts between teachers and Board. The agreement will not discriminate against any person eligible to become a member of the Association.

Upon approval by both the Association and the Board of Education, three copies of the total agreement shall be signed by the President of the Board of Education, the Superintendent, the Association President, and the Association negotiations chairperson Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties The third copy will be submitted to the State Employment Relations Board pursuant to its rules and regulations

E. DISAGREEMENT

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided

If agreement is not reached on matters being negotiated at the end of the 45 day negotiating period or not later than 40 days prior to the expiration of this agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed The mediator may be selected by agreement between the partiesIf agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names
If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse.The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expirationAll such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

ARTICLE IV - GRIEVANCE PROCEDURE

A. <u>DEFINITIONS</u>

A "Grievance" is defined as a claim by the Association on behalf of a teacher, group of teachers, or the Association (hereinafter referred to as the grievant) that there has been a violation, misinterpretation or misapplication of:

1. The written agreement entered into between the Miller City-New Cleveland Board of Education and the Miller City-New Cleveland Education Association

2. Established Board policy or school regulation affecting bargaining unit personnel, including administrative regulations affecting bargaining unit personnel

The term "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit

The term "Days" in this grievance procedure shall mean "School Days". The number of days indicated at each step shall be considered maximum but may be extended by written agreement of the parties. Every effort shall be made by all parties to expedite the process.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates

B. GENERAL PROVISIONS

The Association may bring a grievance on behalf of a teacher and all other teachers similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of itself

The grievant may be represented at all stages of the grievance procedure by any representative as defined above

When any member of the bargaining unit brings a complaint or "grievance" as written in ORC 4117.03 and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The Board, the administration, and the Association will cooperate with the investigation of any grievance. The parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend
Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides
Each hearing shall have provision for: Initial presentation of the grievant's case,presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level

A grievance may be withdrawn at any level without prejudice or record

Record of grievance proceedings will not be maintained in the grievant's personnel file

If an appeal to the next level or step is not filed by the individual or group grievant within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the administration or Board fails to submit its disposition to the grievance in a timely manner, the grievance shall be advanced automatically to the next step

STEP I

Any bargaining unit member or association representative having a complaint shall first discuss each complaint with the immediate superior or administrator

If the discussion does not resolve the complaint to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's building principal. The adopted grievance form serves as Appendix A for this agreement.If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of said grievance, such grievance shall no longer exist.The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific aforementioned provision(s) allegedly violated, misinterpreted, or misapplied.A copy of such grievance shall be filed with the Superintendent.

The grievant shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved shall be advised in writing of the time, place and date of such hearing, and of the right to be represented at such hearing by a representative of the Association.

The building principal shall take action on the written grievance within five (5) days after the receipt of the grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing.The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the Superintendent.

STEP II

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant or the Association, such grievant or the Association may appeal in writing to the Superintendent.Failure to file such appeal within five (5) days from receipt of the written disposition of the principal's action on said grievance shall be deemed a waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request.The aggrieved teacher shall have the right to be represented at such hearing by a representative of the Association.

The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested within five (5) days after the conclusion of said hearing.The action taken and the reasons for the action shall be reduced to writing and copies shall be given to the grievant and/or Association and the building principal

STEP III

If the grievance involves the alleged violation, misinterpretation, or misapplication of established Board policy, school regulations or administrative regulations affecting teacher personnel (1st paragraph

section (2) under Definitions) and the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and/or the Association, such grievant or the Association may appeal the Superintendent's decision to the Board of Education by filing a written request for such appeal with the Treasurer of the Board within five (5) days after receipt of the disposition of the Superintendent.The Board shall hear the appeal at its regularly scheduled meeting provided that five (5) days must elapse between the filing of the request for appeal with the Treasurer and the date of the Board meeting.

This five-day period may be waived if the parties mutually consent, otherwise the appeal shall be heard by the Board at its next regular meeting thereafter. The grievant and the Superintendent may be represented by counsel or other representative at the Board hearing. The final decision on the matter shall be made by the Board following the hearing within sixty (60) days. If the grievant fails to file the written request for such appeal with the Treasurer within five (5) days of the receipt of the Superintendent's disposition of the grievance, it shall be deemed a waiver of the right to appeal to the Board.

STEP IV

By mutual agreement, either party may submit the issue to mediation within five (5) days after receipt of the written notice of the action taken in the previous step by the Superintendent and or his/her designee.The mediation will be conducted by an FMCS mediator at no cost to either party.

STEP V

If the grievance involves the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the Association (1st paragraph Section (1) under Definitions), Step III shall not apply, but instead, the following arbitration procedure shall be followed:

If the appeal of a grievance through the next step shall be limited to those grievances which are related to misapplication, violation, or misinterpretation of the negotiated agreement

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step III, they may, within ten (10) days of the receipt of the Board's written response in Step III above, advance the grievance to arbitration by giving simultaneous written notice of the Association's intention to advance the grievance to arbitration.

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American

Arbitration Association.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement practices and/or procedures related to the agreement affecting bargaining unit members
The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement or practices and/or procedures affecting bargaining unit members. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has not jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may, in writing, agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association

ARTICLE V - EMPLOYMENT PRACTICES

A. <u>SENIORITY</u>

1. Seniority Defined:

Seniority shall mean the length of continuous employment in a bargaining unit position

Seniority shall begin to accrue from the first day worked in a bargaining unit position

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract

No employee shall accrue more than one (1) year of seniority in any work year

2. Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then

if a tie still remains:

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

3. Superseniority

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

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

4. Loss of Seniority

Seniority shall be lost when: An employee retires or resigns;
Is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer

5. Posting of Seniority List

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted twice annually, by October 29 and February 28 of each work year. The Employer shall prepare and submit to the Association President a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees

6. Correction of Inaccuracies

After posting of the seniority list, each employee shall be responsible for advising the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and submit the updated list as noted above. No protest shall be considered after May 10th of the posting of the seniority list and the list shall be considered as final until the next posting.

B. EVALUATION PROCEDURE

1. Provisions:
   a. The evaluation of certificated/licensed employees will occur by applying Board Policy 3220 (Appendix D).
   b. The Board agrees to evaluate limited contract

certificated/licensed employees in accordance with O.R.C. 3319.111, and 3319.112 and Board Policy 3220.

c. Any amendments or updates to Board Policy 3220 during the duration of this agreement shall not be approved by the Board without prior consultation and written approval in the form of a memorandum of understanding (MOU) with the MCNCEA.

C. PERSONNEL RECORDS

Official personnel files of all staff members shall be maintained only in the central office. Other personnel files may be maintained by the building principals. All such personnel shall be considered strictly confidential and not open or subject to public scrutiny or inspection, except for that information which is "directory information."

Upon reasonable advance request, individual staff members shall have access to all personnel files maintained in their name or with any information relevant to their conduct, performance, personality or character. Any staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

In addition to the individual staff employee, the Superintendent, authorized confidential employee, and building principals directly related to supervision of that staff member shall be the only persons authorized to have access such personnel files.

All materials placed in the personnel file of the staff member shall include the following:

1. Date the item was placed in the file, where there is no date on the document;
2. Initials of the administrator placing the entry;
3. Initials or signature of the affected staff member in whose file the material is being placed as well as the date of such signature

A staff member shall be notified of the intent of the administration to place in his/her file (including personnel files maintained by any building principal or at any location outside of the Superintendent's office) any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member. Prior to placing an evaluation, complimentary or derogatory material in a staff members file, said staff member shall be provided the opportunity to read and initial the material. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Upon refusal of the

affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material to be filed. The initials or signature of a staff member shall not constitute agreement with the contents of the file material but indicates only that the material has been inspected by the staff member.

The staff member will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in his/her file including any personnel files maintained by the building principal or at any location outside the Superintendent office and shall have the right to obtain a photostatic copy of any item in his/her file upon payment of the cost of photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

Staff members shall be informed of any complaint by a parent and or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to O.R.C. 1347.

D. VACANCIES AND TRANSFERS

Vacancy Posting

Definition: A vacancy shall be defined as a newly created position or a present position that is not filled
Vacancies will be posted on the faculty bulletin boards.

Vacancies

It shall be the obligation of the individual staff member to make known to the building principal or superintendent, by submitting in writing, their desire for reassignment should vacancies occur

Any staff member shall, upon request, be mailed a copy of the list of vacancies and/or newly created positions during the summer when school is not in session. Any staff members who are interested in the vacancy or position should notify the principal or superintendent within three (3) days of receiving the mailed list of openings if they wish to be considered for the opening.

Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of the school year.

The person most qualified for the position as determined by the Superintendent whether or not employed by the school district will be assigned to the position.

Staff members not selected will be notified by the principal or Superintendent of the selection

Voluntary Transfers

Voluntary transfer shall be defined as any transfer where affected staff has made application for such transfer or where such affected staff has agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request. All such requests shall expire annually on September 30th each year . All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

Involuntary Transfers

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are affected only when there are no qualified voluntary applicants only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the Superintendent can justify a non-seniority transfer for clear or just cause reasons.

Assignments

Prior to the end of each school year, each principal will meet with each member of the bargaining unit then under consideration for a change of assignment for the subsequent year. If a change in assignment occurs during the summer months, the bargaining unit member will be notified as soon as possible. If a change of assignment is made during the summer months, the member may be notified by email instead of in writing of the change and the reason for the change. Notices sent to the bargaining unit member via email should be sent by the building principal to the email on file with the school.

E. REDUCTION IN FORCE

1. To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons.

   To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with O.R.C. 3319.17

2. If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:
   a. Suspension and/or renewal suspension contracts shall occur to non-tenured teachers first within a specified teaching field. Preference shall not be given to any teachers based on seniority, except when making a decision between teachers who have comparable evaluations.

   b. If additional reductions are needed after all teachers within a specified teaching field who are employed under a limited contract have been reduced, then further reductions will be made

from among those teachers who are employed under a continuing contract in accordance with the recommendations of the Superintendent. Preference shall not be given to any teachers based on seniority, except when making a decision between teachers who have comparable evaluations.

c. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract - tenured or limited contract) with no non-tenured teacher exercising displacement over tenured teachers Displacement shall be limited to areas of the teacher's certification.

d. If a teacher has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract status group and according to seniority and provisional or higher certification areas shall have displacement rights.

3. If the employer determines a RIF may occur, the Employer shall make every reasonable attempt to notify the Association in writing, not less than six (6) months on or before April 15 of the prior school year in which the date the RIF is to be implemented but in any event will notify the Association as soon as possible when a RIF is necessary. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

   The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, license, or entry-level requirement as set forth

   Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association believes that the reason(s) for or implementation of the proposed RIF are contrary to the terms of this Agreement, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

4. Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be

considered as being on lay off awaiting recall and not as being terminated with the system.

Staff member(s) on lay off are to be recalled in the order of the seniority and tenure status when vacancies become available to which they are qualified or become qualified.

a. First recall shall be of tenured teachers in order of seniority with the teacher's preferred area of certification first, then by other areas of certification.

b. If vacancies cannot be filled by tenured teachers, then non-tenured teachers by seniority shall be eligible first in preferred area of certification, then by other areas of certification.

c. The recall list for those staff on limited contracts shall be maintained for a period of three years. Thereafter, a limited contract employee on layoff shall lose his/her right to recall.

    a. While a lay off continues, no substitute staff member(s) or anyother person new to the system will be hired except where:There are no staff member(s) on lay off qualified to fill a vacant position or who become qualified by retaining, or

    b. All qualified staff member(s) on lay off decline the offer to fill the vacancy

Staff members who wish appropriate notification or recall shall keep their current address on file with the Treasurer of the Board. Staff members on lay off to be recalled and the Association shall receive written notice at least twenty (20) days prior to the deadline for responding to a recall notice. Staff member(s) on suspended limited contract lay off shall continue to accrue seniority for a period of three years or until their suspended contract expires whichever is greater.

Suspended or renewed-suspended limited contracts shall not be deemed terminated for purposes of this section, (a) until a period of three years, (b) the staff member refused employment for which they are currently qualified.

If a teacher on a suspended limited contract fails to accept full-time, active employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer, shall forfeit any right to recall, and shall be

removed from the recall list.

The Board shall not contract out any work previously performed by staff member(s) in the bargaining unit unless where mutually agreed upon by the parties after due notice and consultation with the Association.

F. **TRANSFERS DUE TO REDUCTION IN FORCE**

When personnel must be transferred as a result of reduction in enrollment at the particular grade level or class, or assignment, the Superintendent shall notify all staff of the necessary reductions by position/assignment, grade level and building.

Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff members of the department(s) or grade level(s) affected by the enrollment shall be transferred on the basis of the number of years of service in the school system. The staff member with the shortest service in the school system shall be transferred first.

Except in unusual and/or emergency circumstances, the staff member to be transferred involuntarily shall be informed in a conference with the principal on or before May 15th of each year.

The teacher(s) to be transferred may schedule a conference concerning the transfer with the Superintendent at any time.

Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

G. **SEQUENCE OF TEACHING CONTRACT (LIMITED)**

1. Upon initial employment of a teacher, the contract of employment shall be for a term of one (1) year; if re-employed at the conclusion of each contract, the duration of the successor contract shall be as follows:
   a. Second contract 1 year
   b. Third contract 2 years
   c. Fourth contract 3 years

2. Upon recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:

a. The Superintendent shall notify the teacher, in writing, during the first full week of April of his/her intent to recommend such contract, with reasons directed at the professional improvement of the teacher.
b. Any teacher so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same.
c. The Board shall so notify such teacher on or before the 30th of April of its action upon the Superintendent's recommendation.

3. Continuing contracts shall be issued as provided by law.
   a. Professional staff members new to the system with previous teaching experience outside the district may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence notice in Section 1 above.

H. NON-RENEWAL OF A TEACHER CONTRACT

1. Non-renewal of contracts shall be done in accordance with the Ohio Revised Code Section 3319.11 and 3319.111
2. Termination of contract shall be done in accordance with the Ohio Revised Code Section 3319.16 and 3319.161
3. Actions by the administration and the Board on non-renewal and termination of contract shall not be subject to the grievance procedure contained in this Agreement

ARTICLE VI - LEAVES OF ABSENCE

SICK LEAVE

1. Professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred thirty-two (232) days except that all staff with the maximum accrued sick leave that use less than fifteen (15) days of sick leave per year will continue to be credited with the maximum sick leave regardless of when during the school year such sick leave had been used

   Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month

2. Pursuant to 3319.141 and 3319.08 of the Ohio Revised Code, each newly

hired certified staff member of the Board who has no accumulated sick leave, or any certified staff member who has exhausted their sick leave, will be given an accumulation of sick leave, as prescribed and as limited by 3319.08 of the Ohio Revised Code. Pursuant to 3319.141 of the Ohio Revised Code, each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month

3. For purposes of administering regulations relative to sick leave accumulation, sick leave shall be credited, if necessary, fractionally on a monthly basis by pay periods in proportion to the time paid

4. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.

5. Pursuant to 3319.141 of the Ohio Revised Code, a professional staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to two hundred twenty-five (225) days for sick leave accumulated both in the prior employ of the Board and while in the employment of other agencies of the State of Ohio as shown in the records of the last employing agency.

6. Pursuant to 3319.141 of the Ohio Revised Code, any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to two hundred twenty-five (225) days for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.

7. Professional staff members absent for purposes of sick leave when school is canceled or otherwise not in session, will not be charged with sick leave.

8. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family

    a. Injury and/or Illness in the Immediate Family

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and

in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship

b. Death in Family:

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

9. Pursuant to 3319.141 of the Ohio Revised Code, each professional staff member will furnish a written signed statement on forms provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

10. Any member of the staff who has used no sick leave during a semester will be paid a bonus at one day of his/her per diem rate. Such bonuses will be paid to eligible individuals as soon as reasonably possible following the close of each semester

11. For purposes of the Family Medical Leave Act, eligibility for the use of up to twelve weeks of unpaid leave shall begin and run concurrently with the use of sick leave

BEREAVEMENT LEAVE

Professional staff members are entitled to one (1) bereavement day per employee each academic year for relationships as already described in the agreement. (parent, child, spouse, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship to employee)

PERSONAL LEAVE

Each certificated staff member shall be authorized up to three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent seventy-two (72) hours in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave nor any other leave.

Except in cases of emergency, personal leave will not be granted for:

a. Teacher Orientation Day
b. First day of school
c. Last day of school
d. Teacher records day
e. The last 10 scheduled working days of the academic calendar

Except in cases of emergency, personal leave will only be granted to ten percent (10%) of the staff the day before or after the following holidays:

1. Labor Day
2. Thanksgiving
3. Christmas
4. New Year's Day
5. Martin Luther King Jr. Day
6. Presidents' Day
7. Easter

Each bargaining unit member will be paid at the end of the school year for each unused day of personal leave. The rate of such pay shall equal the bargaining unit member's per diem rate for each such eligible day.

PROFESSIONAL LEAVE

Requests for professional leave other than that which is requested by the administration or Board shall be submitted in writing and shall specify the purpose, duration and, whenever possible, the anticipated cost of such leave

Faculty members granted professional leave will include travel within a three hundred (300) mile radius of the school district to engage/participate in any of the following:

1. attendance of professional conferences
2. visitation of other school districts;
3. participate in a professional seminar;
4. participate in an educational leadership role;
5. attendance at meetings or functions at the request of the Board or Administration;
6. or upon approval of the Board of Education for any other activity that will promote professional growth of the requesting staff member or the school system.

Participation/attendance at any other professional activity or in any of the above listed activities where travel will exceed a three hundred (300) mile radius will require the approval of the Board of Education and/or Superintendent

For all professional leave requested by the Administration or Board, the full cost of all incurred expenses will be reimbursed by the Board

For all approved faculty requested professional leaves, the Board of Education will pay registration fees, the actual and necessary cost of meals, and the lessor of mileage for all actual and necessary mileage and/or the cost of any other form of transportation as set forth below:

As supported by receipts, approved reimbursement (exclusive of substitute salaries) will be paid for the necessary and reasonable expenses of:

a. Reimbursement for lodging will be at 100% of cost
b. Transportation equivalent to the use of a privately owned automobile on a cents per mile basis at the board's annual approved rate
c. Except where meals are a part of conference registration, meals up to $30.00/day
d. Taxi service will not be a reimbursed expense – bus transportation will be reimbursed

Should staff requested professional leave be disapproved solely for cost reasons, the faculty member requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to three (3) days unless approved by the Board of Education.

Professional leave shall not be deducted from personal leave, sick leave or any leave other than professional leave

MATERNITY LEAVE

A teacher may request in writing a leave of absence as a result of pregnancy or adoption of a child under the age of two (2) years. Leaves of absence herein provided are without pay and are not to exceed two (2) consecutive years unless renewed by the Board in which case said renewal will not exceed an additional two (2) years in keeping with the Ohio Revised Code, Section 3319.13

ASSAULT PROTECTION

Any member of the bargaining unit who is assaulted during employment by the Board of Education as a result of the performance of the unit member's employment responsibilities and who is disabled as a result of such an assault may be entitled to assault leave for up to three (3) days and may be granted more days at the discretion of the Superintendent under the following conditions:

1 . The professional staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known. The professional staff member will also be required to notify law enforcement of the assault.

2. The professional staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.

3. The professional staff member must cooperate fully with the Superintendent and other public authority(s) in the prosecution of the assailant(s). If court action arising out of the assault ensues, said teacher shall be granted leave for such court appearance and/or granted leave for days of absence as may be requested by his legal counsel, court officials, and/or law enforcement officials.

4. Assault leave shall be with full pay and benefits. Assault leave shall not be chargeable against sick leave and shall not accumulate.

ARTICLE VII - SALARY AND FRINGE BENEFITS

A. SALARY PLACEMENT & PAYROLL PRACTICES

The salary of each bargaining unit member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule and/or supplemental salary schedule where applicable.

Bargaining unit members on extended service contract shall be paid their per diem rate for each day of such service.

The salary of each bargaining unit member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule and/or supplemental salary schedule where applicable.

Bargaining unit members on extended service contract shall be paid their per diem rate for each day of such service.

Teachers not formerly employed by the Board can be given credit for appropriate years of service as found and researched from former employers or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. A year

of military service shall be defined as twelve (12) months or major fraction thereof.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year A year of military service shall be defined as twelve (12) months or major fraction thereof.

In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer.

B. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

Affected staff shall have submitted notice of intent to advance to a higher degree training by completing such notice attached as Appendix C.

The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.

Said hours must be verified by official transcript or letter[1] from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th and retroactive to the beginning of the current school year following receipt of the transcript and/or letter of verification to the Superintendent. Request and verification for advancement to a higher training level submitted after September 30 will be adjusted not later than thirty (30) days following receipt of transcripts or letter of verification after the end of the 1st semester and retroactive to the beginning of the second semester. For purposes of conversion of quarter hours to semester hours, the multiplier of .67 will be used.

For purposes of qualifying for the MA +15, the following criteria will apply: Graduate semesters taken after the receipt of the MA degree will qualify toward advanced placement.

All such college work must have been taken as part of a program

[1] Such letter will serve as temporary verification until an official transcript is received.

leading to additional certification or maintenance of existing certification, and/or where such course work has enhanced the skills or training necessary for performance of the affected members' assignment or other course work approved by the Superintendent.

C. PAY PERIODS

Except as noted below, the contract year will be divided into twenty-six (26) equal pay periods. Pay days shall be alternate Fridays throughout the school year beginning no later than the second Friday of the regular teaching school year.

All staff will receive payment of salary through direct deposit. Pay stubs will be mailed to staff throughout the summer recess period

D. DEDUCTIONS

Deductions from pay may be made for the following items:

a. Unauthorized or unpaid absence
b. Withholding tax according to information contained on the exemption certificate filed with the Treasurer
c. Retirement, dues, and contributions
d. Annuities
e. U.S. Savings Bonds
f. Political Contributions
g. Credit Union/Bank Savings Account
h. Association Dues and Assessments as per Article II herein
i. Other deductions as may be required by law or may be agreed to by the Treasurer of the Board

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least $1.00.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each quarter of the year.

E. BASE SALARY

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelors degree and no experience

F. DAILY OR PER DIEM RATE DEFINED

1. The daily or per diem rate shall be calculated by dividing the salary, as listed on the salary schedule in this Agreement, corresponding to the affected staff members training and experience by the number of work days in the adopted school calendar for regular full-time staff (excluding extended service)
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate

G. SALARY OF PART-TIME STAFF

Staff employed in part-time positions will be paid as follows:

Full day, partial week:

Scheduled staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work

Partial day schedule:

Staff employed on a partial day schedule will be paid using one of the following methods of computation:

1. Part-time high school, junior high staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s)
2. Part-time high school and junior high staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.
3. Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods; the salary will be computed on the basis of the staff member assigned pupil contact time as a fraction of the total pupil contact time required of a full-time staff member assigned to the same or similar position.

Part-time staff shall be entitled to Board paid fringe benefits prorated to

that of full time staff

H. WAIVER OF SALARY NOTIFICATION

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to ORC 3319.12 while negotiations over salaries/wages affecting such notices are underway. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules

I. STRS PICK-UP

Employee contributions to the State Teachers Retirement System will be picked-up by the Board upon behalf of each employee in the bargaining unit on the following terms and conditions:

The amount to be picked-up and paid on behalf of each employee shall be the employee's contribution towards STRS

The employee's annual compensation shall be reduced by an amount equal to that picked-up and paid by the Board as set forth in this division

J. ADVISOR'S TRAVEL EXPENSES

The School Board shall pay registration, actual & necessary lodging, meals, and mileage at the federal approved rate (when advisor uses own car and a school bus has not been provided) for advisors attending with participating students those education activities - district, regional, and state locally approved.

K. SEVERANCE PAY

An employee with a minimum of ten years of full-time service in the district, who elects to retire, shall be paid 25% of his accumulated sick leave at his or her per diem rate The bargaining unit member may select to receive his or her pay as a lump sum upon retirement in two (2) equal payments (one upon retirement and the other on January 1 in the calendar year immediately following retirement). Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased per 2113.04 O.R.C.

L. GROUP INSURANCE

1. For those staff that elect any of the insurance coverage provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve months later (or August 31, whichever is last)
2. This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave
3. Employees on all other leaves of absence (unpaid) including but not

necessarily limited to maternity leave, unpaid sick or disability leave, sabbatical leave, etc. and employees that retire prior to Medicare age qualification may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance.

4. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage
5. Summary of Benefits and Coverage will be emailed to bargaining unit members annually and will continually be available on the medical insurance website.
6. Board Pickup:
    a. From July 1, 2024 – December 31, 2024, The Board shall pay 90% of the monthly medical premium for those employees enrolled in a family health insurance plan and 87% of the monthly medical premium for those employees enrolled in a single health insurance plan provided by the Board. For those employees enrolled in the H.S.A. plan from July 1, 2024 – December 31, 2024 the Board shall pay 20% of fifty percent (50%) of the annual health plan deductible.

    b. From January 1, 2025 – December 31, 2025, The Board shall pay 90% of the monthly medical premium for those employees enrolled in a family health insurance plan and 87% of the monthly medical premium for those employees enrolled in a single health insurance plan provided by the Board. For those employees enrolled in the H.S.A. plan from January 1, 2025 – December 31, 2025 the Board shall-pay 20% of the annual health plan deductible.

    c. From January 1, 2026 – December 31, 2026, The Board shall pay 90% of the monthly medical premium for those employees enrolled in a family health insurance plan and 87% of the monthly medical premium for those employees enrolled in a single health insurance plan provided by the Board. For those employees enrolled in the H.S.A. plan from January 1, 2026 - December 31, 2026 the Board shall-pay 20% of the annual health plan deductible.

    d. From January 1, 2027 – June 30, 2027, The Board shall pay 89% of the monthly medical premium for those employees enrolled in a family health insurance plan and 87% of the monthly medical premium for those employees enrolled in a single health insurance plan provided by the Board. For those employees enrolled in the H.S.A. plan from January 1, 2027 – June 30, 2027 the Board shall-pay 20% of fifty percent (50%) of the annual health plan deductible.

e. The Board shall implement a full scale/spectrum 125 plan with a mutually agreed upon company.

M. TAX SHELTERED ANNUITY

Any member of the bargaining unit who is enrolled in the single plan for Hospital Surgical/Major Medical Insurance as provided herein, or who elects not to enroll, shall be eligible for a Board paid tax sheltered annuity as follows:

a. The Board will initiate these provisions in the 1993-94 school year if notification is given by two bargaining unit members not from the same family and currently enrolled in the family plan[2]
b. The Board will annually contribute $2,000 in lieu of the total annual single premium for bargaining unit members who have elected not to enroll in any of the single medical insurance benefits provided by the Board.
c. The Board will annually contribute $4,000 in lieu of the total annual family premium for bargaining unit members who have elected not to enroll in any of the family medical insurance benefits provided by the Board

Within ten (10) days of initial employment or September 30th, whichever is later, the employee eligible for a tax sheltered annuity shall indicate to the Board Treasurer the company from which the annuity shall be purchased

Such annuity payments shall cease when the employee elects to enroll in the family hospital, surgical, major medical.
When the employee elects to enroll on the single hospital, surgical, major medical, such annuity shall be reduced to the single annuity plan as provided above.

Such Board contributions shall be made monthly towards a tax sheltered annuity of the employee's selection.

Should the staff member elect to cease participation in the annuity plan, it will be his/her responsibility to notify the Treasurer, in writing, at least thirty (30) days prior to the desired termination of payment.

N. DENTAL INSURANCE

The Board shall purchase employee and family dental insurance protection provided by the Board. Summary of Benefits and Coverage will be emailed to bargaining unit members annually and will continually

[2] Or the equivalent of two enrollees on the family plan, i.e., 1 family plan and 2 changes from family to single; 4 single plan enrollees drop the plan.

be available on the medical insurance website. The full cost of such insurance and any increases thereof shall be paid by the Board.

O. OPTICAL INSURANCE

The Board shall purchase from Vision Service Plan or other carrier licensed by the State of Ohio, optical insurance for each certificated employee now or hereafter employed and his/her family provided by the Board. Summary of Benefits and Coverage will be emailed to bargaining unit members annually and will continually be available on the vision insurance website (VSP.com). The full cost of such insurance and any increases thereof shall be paid by the Board

P. LIFE INSURANCE

For those employees that elect to participate in this plan, the Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the school system in a dollar amount of $10,000 Such insurance shall include provisions for double indemnity in the case of accidental death, disability coverage benefit, and conversion privilege, as well as guaranteed insurability, continuance of insurance with waiver of premium during total disability. However, once employment ceases, the cost of premium must be paid by the effected individual.

The plan shall permit individual members of the bargaining unit to purchase additional amounts of coverage through deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

Q. VICTORY LAP

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is first eligible for retirement under STRS and who has been employed in the school district for at least five (5) years
2. To be eligible, the bargaining unit member must apply for this incentive in the first year of eligibility
3. Bargaining unit members who meet or exceed the qualifications set forth in Item 1 must submit their application for this incentive by March 1 of all subsequent school years to be considered for employment under this provision for the next school year
4. The Board will act to accept the bargaining unit member's application and resignation due to retirement. The employee's retirement cannot be effective prior to the end of student year.
5. For each qualified bargaining unit member who is eligible for the incentive and subject to the conditions set forth in Item 6 below, said bargaining unit member shall be entitled to employment for two (2) additional semesters beyond the bargaining unit member's retirement date

6. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Agreement, except for the exclusions contained in Item 7, and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits package (to include insurance) for which the bargaining unit member is eligible
7. The employment of the bargaining unit member in good standing shall end on June 30th without any further action by the Board. The parties intend the provisions of this Article to supersede the requirements of O.R.C. 3319.16, 3319.11, and 3319.11. However, the Board must follow the requirements of O.R.C. 3319.16 to terminate an employee's contract prior to the end of the year following retirement established by this Article.

R. PERIOD SUBSTITUTION

Staff members volunteering for or assigned to substitute duty during their planning/conference period will be reimbursed at the rate of $5.00 for each 1/2 hour or half period or $ $10.00 for each hour or full period of such duty

Individual hours of such duty will be submitted to the principal's office where a record of all such hours of duty for the semester will be maintained Payment for period substitution will be made at the end of each semester

S. CREDIT REIMBURSEMENT

Any teaching member of the bargaining unit who earns semester hours or quarter hours of credit in an accredited college or university between September 1 and August 31 shall receive, in addition to the regular salary, the following reimbursement amounts:

a. Quarter Courses - Maximum of $450 per course
b. Semester Courses - Maximum of $600 per course
c. Quarter Courses for the purpose of obtaining College Credit Plus certification or if the course is in the content area - Maximum of $750 per course
d. Semester Courses for the purpose of obtaining College Credit Plus certification or if the course is in the content area - Maximum of $1050 per course
e. Eligibility for up to $200 annually for college course textbook purchases

Total fund for such reimbursement shall not exceed $10,000. However, any unused balance of a fund shall be permitted to accumulate in an amount not to exceed $15,000 to help provide for cyclical utilization of the fund. Eligible course work shall be that required to maintain or upgrade current certification or that course work applicable to any classroom teaching field. (When reimbursement will be sought, all eligible course work must be approved by the Superintendent in advance

of the completion of such work.)

Reimbursements will be made on a first come first served basis until the fund is exhausted. Those credit hours not reimbursed because of the exhaustion of the funds will be the first paid in the succeeding years fund that no request for new credit hour reimbursement shall be accepted for the succeeding year. Reimbursement will only be made for coursework attaining a C+ or higher or a passing grade in a pass/fail course.

Payment shall be made only one time for such earned credit.

Professional growth reimbursement is renewable each year only if additional credit hours are received Only those teachers who have taught in the Miller City – New Cleveland School System for three full years, or those teachers requested to take eligible college work by the Board of Education, shall be eligible to participate in the professional growth reimbursement program.

Staff members accepting credit reimbursement must remain on the staff for at least one year after reimbursement or repay any reimbursement tuition for the prior year.

T. COLLEGE CREDIT PLUS COURSES

1. Staff members who are teaching college credit plus courses shall be paid $10 per seated college enrolled student up to a maximum of $200 per course, per semester. The administration shall have discretion on assigning College Credit Plus courses.

2. Compensation for the College Credit Plus course shall cease if the teacher of record is absent in excess of seven (7) classes per semester excluding professional leave days.

3. Compensation shall be paid by the second pay of the month following the completion of the semester.

ARTICLE VIII - WORKING CONDITIONS

A. WORK YEAR

The length of the school year shall be 182 days for regular teaching staff and staff not on extended service contracts:

1. 178 Instructional Days
2. 2 Parent-Teacher Conference Days
3. One workday at beginning of school year
4. One workday at end of school year
5. Allowance of up to but no more than five calamity days before adopted

makeup days put into use

B. WORK WEEK

The normal work week for all bargaining unit members shall be Monday through Friday

C. WORK DAY

Except as noted below, the normal length of the school day for full-time staff shall be seven (7) hours. Said work day shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period. In the event of a three (3) -hour delay, an extended day of one hour will not be utilized unless it is necessary to comply with O.R.C. 3313.48.

D. FACULTY MEETINGS

Staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings of not more than sixty (60) minutes per meeting All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time.

When extenuating or special circumstances arise, a special meeting may be called The principals will notify staff at least one (1) week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely notification. In such cases the principal will give as much advance notification as is possible.

E. EARLY DISMISSAL TEACHER IN-SERVICE

Released time will be allotted in the case of in-service meetings. All bargaining unit staff shall attend these meetings.

F. PARENT-TEACHER CONFERENCES

Parent-Teacher Conferences (PTC) shall be scheduled near Thanksgiving Week break as follows:

a. Thursday prior to Thanksgiving Day: Full school day; PTC from 3:30 PM to 7:00 PM
b. Monday of Thanksgiving Week: No School; Staff professional development (Hours to be determined); PTC from 2:00 PM to 7:00 PM
c. Middle School teachers will submit a list of students to administration which they think warrant precedent of time slots in the conference schedule by the second full week of October. These parents will get first choice of conference time selection by the third full week of October. The conference schedule for middle school will not be released to the entire public until November 1st.

G. **OTHER WORK HOURS/MEETINGS**

Except as noted above, bargaining unit members shall not be required to attend or otherwise participate in meetings, curriculum development, text book selection, college course work, in-service programs and/or workshops except where time for such activities is provided during the context of the regular student day or supplemental compensation is provided

H. **CALAMITY DAYS**

1. Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools.
2. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary.
3. If it becomes necessary to make up any days in a school year, the make-up day(s) will be mutually agreed to by the Board and the Association and the public given five (5) days notice. If there is a day to be made up, the first available day to closes to the missed day must be used.

I. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (O.R.C. 3319.22). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the Board shall be placed on the committee.

The LPDC shall be responsible for monitoring professional staff development including licensure and in-service training programs

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by a majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each committee member shall be paid twenty dollars ($20.00) per hour up to a maximum of twenty-five (25) hours for work performed outside the regular work day with approval of the Superintendent.

Training for the LPDC committee members shall be at the discretion of the Superintendent.

J. SCHOOL CALENDAR

The Superintendent will meet with representatives of the Association for the purpose of exchanging ideas and expressing the concerns of each party with respect to the school calendar for the coming school year. The parties will develop at least two acceptable calendars to be submitted to the Board.

K. PROFESSIONAL DEVELOPMENT DAYS

1. Local professional development training shall be jointly planned by the Association and Administration
2. Professional development for bargaining members shall be held annually on or around the following times:
   a. Teacher Orientation Day at the beginning of the academic year
   b. November during Parent-Teacher Conferences
   c. One day during the academic third quarter
   d. Staff Workday at the end of the academic year
   e. Beginning in the 2025-26 school year, a 2-hour delay for students for the purpose of staff professional development activities will be planned into the academic calendar twice per school year, once in each semester.

L. SUPPLIES

1. The principal shall discuss with his/her staff the amounts available for purchase ordering and the procedure for ordering
2. The district shall provide the miscellaneous and incidental supplies (such as but not limited to pens, pencils, post-it notes, dry erase markers, copy paper) for use in individual classrooms. In addition, teachers will be able to purchase additional incidental supplies for their classroom.
3. Using purchase orders, staff members will prioritize their purchase requests for purchased supplies, materials or teaching aides
4. Completed orders will be submitted to the building principal. If an order is not subsequently approved, the teacher will be notified and a meeting may be held at the teacher's request to discuss the rejection of the request.
5. This process will take place no later than April 15 each year

M. CURRENT IMMEDIATE ADDITIONAL EQUIPMENT NEEDS (CONCERNS)

If funding is available, equipment will be purchased in manner of priority established by the administration, Association and Board of Education. If

funding is not available, the Board encourages the various activity clubs to raise needed capital in order to purchase said equipment.

ARTICLE IX - OTHER PROVISIONS

A. SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and void.

All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Upon request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or court ruling as noted above, affecting this agreement or parts thereof, the parties to the agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If

such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

B. AMENDMENT

This agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

C. INTERIM BARGAINING

With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this agreement or changes that have an effect on the wages, hours, terms or conditions of employment for members of the bargaining unit, it shall be the obligation of the Association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each such subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over such subsequent subjects as they arise nor shall such failure be construed as a waiver of the Board's obligation to bargain over such mandatory subjects. Such interim bargaining shall only be precipitated by a majority vote of the Association. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education's election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the issue(s) which remain unresolved will be submitted to binding last best offer interest arbitration.

D. BOARD POLICIES/ADMINISTRATIVE REGULATIONS

The Association will be furnished with a copy of any changes made in Board policy, District school regulations and Administrative regulations affecting teachers

E. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2024 and, except as may be amended or modified or reopened pursuant to the provisions herein, shall remain in full force and effect through June 30, 2027.

Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them, to enter into negotiations at an earlier date than indicated in the negotiations procedure herein.

President, Miller City-New Cleveland
Education Association

President, Miller City-New Cleveland
Local Board of Education

Negotiations Chairperson,
Miller City-New Cleveland
Local Education Association

Superintendent
Miller City-New Cleveland
Local School District

5-13-24
Date

MILLER CITY NEW CLEVELAND SCHOOLS
CERTIFICATED SALARY SCHEDULE
2024-25 YEAR

Base Salary $ 40,135.38 5.00% Increase

Step	BA Increment	BA Salary	BA150 Increment	BA150 Salary	MA Increment	MA Salary	MA15 Increment	MA15 Salary
0	1.0000	$ 40,135.38	1.0380	$ 41,660.52	1.0950	$ 43,948.24	1.1330	$ 45,473.38
1	1.0400	$ 41,740.79	1.0830	$ 43,466.61	1.1450	$ 45,955.01	1.1880	$ 47,680.83
2	1.0800	$ 43,346.21	1.1280	$ 45,272.71	1.1950	$ 47,961.78	1.2430	$ 49,888.28
3	1.1200	$ 44,951.62	1.1730	$ 47,078.80	1.2450	$ 49,968.55	1.2980	$ 52,095.72
4	1.1600	$ 46,557.04	1.2180	$ 48,884.89	1.2950	$ 51,975.32	1.3530	$ 54,303.17
5	1.2000	$ 48,162.45	1.2630	$ 50,690.98	1.3450	$ 53,982.08	1.4080	$ 56,510.61
6	1.2400	$ 49,767.87	1.3080	$ 52,497.08	1.3950	$ 55,988.85	1.4630	$ 58,718.06
7	1.2800	$ 51,373.28	1.3530	$ 54,303.17	1.4450	$ 57,995.62	1.5180	$ 60,925.50
8	1.3200	$ 52,978.70	1.3980	$ 56,109.26	1.4950	$ 60,002.39	1.5730	$ 63,132.95
9	1.3600	$ 54,584.11	1.4430	$ 57,915.35	1.5450	$ 62,009.16	1.6280	$ 65,340.40
10	1.4000	$ 56,189.53	1.4880	$ 59,721.44	1.5950	$ 64,015.93	1.6830	$ 67,547.84
11	1.4400	$ 57,794.95	1.5330	$ 61,527.54	1.6450	$ 66,022.70	1.7380	$ 69,755.29
12	1.4800	$ 59,400.36	1.5780	$ 63,333.63	1.6950	$ 68,029.47	1.7930	$ 71,962.73
13	1.5200	$ 61,005.78	1.6230	$ 65,139.72	1.7450	$ 70,036.24	1.8480	$ 74,170.18
14	1.5200	$ 61,005.78	1.6230	$ 65,139.72	1.7450	$ 70,036.24	1.8480	$ 74,170.18
15	1.5720	$ 63,092.82	1.6800	$ 67,427.44	1.8070	$ 72,524.63	1.9150	$ 76,859.25
16	1.5720	$ 63,092.82	1.6800	$ 67,427.44	1.8070	$ 72,524.63	1.9150	$ 76,859.25
17	1.5720	$ 63,092.82	1.6800	$ 67,427.44	1.8070	$ 72,524.63	1.9150	$ 76,859.25
18	1.5720	$ 63,092.82	1.6800	$ 67,427.44	1.8070	$ 72,524.63	1.9150	$ 76,859.25
19	1.5720	$ 63,092.82	1.6800	$ 67,427.44	1.8070	$ 72,524.63	1.9150	$ 76,859.25
20	1.6240	$ 65,179.85	1.7370	$ 69,715.15	1.8690	$ 75,013.02	1.9820	$ 79,548.32
21	1.6240	$ 65,179.85	1.7370	$ 69,715.15	1.8690	$ 75,013.02	1.9820	$ 79,548.32
22	1.6240	$ 65,179.85	1.7370	$ 69,715.15	1.8690	$ 75,013.02	1.9820	$ 79,548.32
23	1.6240	$ 65,179.85	1.7370	$ 69,715.15	1.8690	$ 75,013.02	1.9820	$ 79,548.32
24	1.6240	$ 65,179.85	1.7370	$ 69,715.15	1.8690	$ 75,013.02	1.9820	$ 79,548.32
25	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
26	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
27	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
28	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
29	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
30	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
31	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
32	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
33	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
34	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39
35	1.6760	$ 67,266.89	1.7940	$ 72,002.87	1.9310	$ 77,501.42	2.0490	$ 82,237.39

MILLER CITY NEW CLEVELAND SCHOOLS
CERTIFICATED SALARY SCHEDULE
2025-26 YEAR

Base Salary $ 41,439.78 3.25% Increase

Step	BA Increment	Salary	BA150 Increment	Salary	MA Increment	Salary	MA15 Increment	Salary
0	1.0000	$ 41,439.78	1.0380	$ 43,014.49	1.0950	$ 45,376.56	1.1330	$ 46,951.27
1	1.0400	$ 43,097.37	1.0830	$ 44,879.28	1.1450	$ 47,448.55	1.1880	$ 49,230.46
2	1.0800	$ 44,754.96	1.1280	$ 46,744.07	1.1950	$ 49,520.54	1.2430	$ 51,509.64
3	1.1200	$ 46,412.55	1.1730	$ 48,608.86	1.2450	$ 51,592.52	1.2980	$ 53,788.83
4	1.1600	$ 48,070.14	1.2180	$ 50,473.65	1.2950	$ 53,664.51	1.3530	$ 56,068.02
5	1.2000	$ 49,727.73	1.2630	$ 52,338.44	1.3450	$ 55,736.50	1.4080	$ 58,347.21
6	1.2400	$ 51,385.33	1.3080	$ 54,203.23	1.3950	$ 57,808.49	1.4630	$ 60,626.40
7	1.2800	$ 53,042.92	1.3530	$ 56,068.02	1.4450	$ 59,880.48	1.5180	$ 62,905.58
8	1.3200	$ 54,700.51	1.3980	$ 57,932.81	1.4950	$ 61,952.47	1.5730	$ 65,184.77
9	1.3600	$ 56,358.10	1.4430	$ 59,797.60	1.5450	$ 64,024.46	1.6280	$ 67,463.96
10	1.4000	$ 58,015.69	1.4880	$ 61,662.39	1.5950	$ 66,096.45	1.6830	$ 69,743.15
11	1.4400	$ 59,673.28	1.5330	$ 63,527.18	1.6450	$ 68,168.44	1.7380	$ 72,022.33
12	1.4800	$ 61,330.87	1.5780	$ 65,391.97	1.6950	$ 70,240.42	1.7930	$ 74,301.52
13	1.5200	$ 62,988.46	1.6230	$ 67,256.76	1.7450	$ 72,312.41	1.8480	$ 76,580.71
14	1.5200	$ 62,988.46	1.6230	$ 67,256.76	1.7450	$ 72,312.41	1.8480	$ 76,580.71
15	1.5720	$ 65,143.33	1.6800	$ 69,618.83	1.8070	$ 74,881.68	1.9150	$ 79,357.18
16	1.5720	$ 65,143.33	1.6800	$ 69,618.83	1.8070	$ 74,881.68	1.9150	$ 79,357.18
17	1.5720	$ 65,143.33	1.6800	$ 69,618.83	1.8070	$ 74,881.68	1.9150	$ 79,357.18
18	1.5720	$ 65,143.33	1.6800	$ 69,618.83	1.8070	$ 74,881.68	1.9150	$ 79,357.18
19	1.5720	$ 65,143.33	1.6800	$ 69,618.83	1.8070	$ 74,881.68	1.9150	$ 79,357.18
20	1.6240	$ 67,298.20	1.7370	$ 71,980.89	1.8690	$ 77,450.95	1.9820	$ 82,133.64
21	1.6240	$ 67,298.20	1.7370	$ 71,980.89	1.8690	$ 77,450.95	1.9820	$ 82,133.64
22	1.6240	$ 67,298.20	1.7370	$ 71,980.89	1.8690	$ 77,450.95	1.9820	$ 82,133.64
23	1.6240	$ 67,298.20	1.7370	$ 71,980.89	1.8690	$ 77,450.95	1.9820	$ 82,133.64
24	1.6240	$ 67,298.20	1.7370	$ 71,980.89	1.8690	$ 77,450.95	1.9820	$ 82,133.64
25	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
26	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
27	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
28	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
29	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
30	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
31	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
32	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
33	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
34	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11
35	1.6760	$ 69,453.07	1.7940	$ 74,342.96	1.9310	$ 80,020.21	2.0490	$ 84,910.11

MILLER CITY NEW CLEVELAND
CERTIFICATED SALARY SCHEDULE
2026-27 YEAR

Base Salary $ 42,683 3.00% Increase

Step	BA Increment	Salary	BA150 Increment	Salary	MA Increment	Salary	MA15 Increment	Salary
0	1.0000	$ 42,682.97	1.0380	$ 44,304.92	1.0950	$ 46,737.85	1.1330	$ 48,359.81
1	1.0400	$ 44,390.29	1.0830	$ 46,225.66	1.1450	$ 48,872.00	1.1880	$ 50,707.37
2	1.0800	$ 46,097.61	1.1280	$ 48,146.39	1.1950	$ 51,006.15	1.2430	$ 53,054.93
3	1.1200	$ 47,804.93	1.1730	$ 50,067.13	1.2450	$ 53,140.30	1.2980	$ 55,402.50
4	1.1600	$ 49,512.25	1.2180	$ 51,987.86	1.2950	$ 55,274.45	1.3530	$ 57,750.06
5	1.2000	$ 51,219.57	1.2630	$ 53,908.59	1.3450	$ 57,408.60	1.4080	$ 60,097.62
6	1.2400	$ 52,926.88	1.3080	$ 55,829.33	1.3950	$ 59,542.75	1.4630	$ 62,445.19
7	1.2800	$ 54,634.20	1.3530	$ 57,750.06	1.4450	$ 61,676.89	1.5180	$ 64,792.75
8	1.3200	$ 56,341.52	1.3980	$ 59,670.79	1.4950	$ 63,811.04	1.5730	$ 67,140.31
9	1.3600	$ 58,048.84	1.4430	$ 61,591.53	1.5450	$ 65,945.19	1.6280	$ 69,487.88
10	1.4000	$ 59,756.16	1.4880	$ 63,512.26	1.5950	$ 68,079.34	1.6830	$ 71,835.44
11	1.4400	$ 61,463.48	1.5330	$ 65,433.00	1.6450	$ 70,213.49	1.7380	$ 74,183.00
12	1.4800	$ 63,170.80	1.5780	$ 67,353.73	1.6950	$ 72,347.64	1.7930	$ 76,530.57
13	1.5200	$ 64,878.12	1.6230	$ 69,274.46	1.7450	$ 74,481.79	1.8480	$ 78,878.13
14	1.5200	$ 64,878.12	1.6230	$ 69,274.46	1.7450	$ 74,481.79	1.8480	$ 78,878.13
15	1.5720	$ 67,097.63	1.6800	$ 71,707.39	1.8070	$ 77,128.13	1.9150	$ 81,737.89
16	1.5720	$ 67,097.63	1.6800	$ 71,707.39	1.8070	$ 77,128.13	1.9150	$ 81,737.89
17	1.5720	$ 67,097.63	1.6800	$ 71,707.39	1.8070	$ 77,128.13	1.9150	$ 81,737.89
18	1.5720	$ 67,097.63	1.6800	$ 71,707.39	1.8070	$ 77,128.13	1.9150	$ 81,737.89
19	1.5720	$ 67,097.63	1.6800	$ 71,707.39	1.8070	$ 77,128.13	1.9150	$ 81,737.89
20	1.6240	$ 69,317.15	1.7370	$ 74,140.32	1.8690	$ 79,774.47	1.9820	$ 84,597.65
21	1.6240	$ 69,317.15	1.7370	$ 74,140.32	1.8690	$ 79,774.47	1.9820	$ 84,597.65
22	1.6240	$ 69,317.15	1.7370	$ 74,140.32	1.8690	$ 79,774.47	1.9820	$ 84,597.65
23	1.6240	$ 69,317.15	1.7370	$ 74,140.32	1.8690	$ 79,774.47	1.9820	$ 84,597.65
24	1.6240	$ 69,317.15	1.7370	$ 74,140.32	1.8690	$ 79,774.47	1.9820	$ 84,597.65
25	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
26	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
27	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
28	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
29	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
30	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
31	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
32	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
33	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
34	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41
35	1.6760	$ 71,536.66	1.7940	$ 76,573.25	1.9310	$ 82,420.82	2.0490	$ 87,457.41

F. EXTENDED SERVICE

MS/HS Guidance	10 days before school year - 10 days after school year
Elementary Guidance	5 days before school year - 5 days after school year
Music Instructor	10 days before school year - 10 days after school year
Vocational Agriculture	40 days

G. ALLOWANCE FOR SPECIAL DUTIES

Supervision

Saturday School	$25.00/hr.
Home School	$25.00/hr.
Music Concert Supervision	$25.00/hr.

Supplementals

Unless otherwise noted, all supplemental salaries are computed on the bachelor's salary schedule, regardless of which training schedule the teacher is on. Experience outside the district is not transferable. Advisors and coaches start a 0 level and move to Step 20 on the yearly increment basis. Refer to Teachers' Salary Schedule for the base amount. Supplemental salaries are computed by multiplying the salary listed in the BA column of the teaching salary schedule that corresponds to the number of years of experience in the extra duty times the percentage listed for such extra duty.

If a coach or advisor changes to another position within the same sport or advisorship, such experience will be credited as follows:

	Exp.	to	Credit
Grade Level 7,8,9	1	Grade Level 7,8,9	1
Grade Level 7,8,9	1	JV or Varsity	1
JV	2	Varsity	1

When a coach moves from a position of head coach to JV or any other similar downward movement, all accumulated experience in that sport will be credited toward placement in the new position.

Coaches or advisors whose service is interrupted by leave of absence or otherwise shall, upon reinstatement, or return to such service, be credit with all past service.

Activity	%	Activity	%
Athletic Director	20.0	Senior Class Advisor (2 people)**	4.0
Varsity Basketball	14.0	Junior Class Advisor (2 people) ***	3.0
Asst. Basketball	9.0	Post Prom Advisor	1.5
JV Basketball	9.0	National Honor Society Advisor	2.5
9th Gr. Basketball	7.0	HS Student Council	3.0
8th Gr. Basketball	8.4* (6.0)	MS Student Council	3.0
7th Gr. Basketball	6.0	HS SADD Advisor	2.0
Varsity Baseball	9.0	MS SADD Advisor	2.0
Asst. Baseball	5.0	HS Scholastic Team Advisor (2 people)***	3.0
JV Baseball	6.4	MS Scholastic Team Advisor (2 people)****	2.0
Varsity Softball	9.0	Drama (2 plays)	8.0
Asst. Softball	5.0	Asst. Drama	4.0
JV Softball	6.4	HOSA Advisor (2 people)***	3.0
Varsity Girls Volleyball	9.0	MS Engineering Club (2 people)***	3.0
Asst. Volleyball	5.0	Yearbook	6.4
JV Girls Volleyball	6.4	Pep Band	5.0
9th Gr. Girls Volleyball	6.0	Flag Advisor	2.0
8th Gr. Girls Volleyball	8.4* (6.0)	Ticket Manager	3.0
7th Gr. Girls Volleyball	6.0	Weight Room Supervisor	1.5
Varsity Soccer	9.0		
Asst. Soccer	5.0		
JV Soccer	6.4		
Boys and Girls Golf	8.0		
Assistant Golf	4.0		
Track & Field	8.0		
Asst. Track	3.0		
Cheerleader Advisor	5.0		
Asst. Cheerleader Advisor	3.0		
Cross Country	6.0		
Asst. Cross Country	3.0		
Bowling	6.0		
Asst. Bowling	3.0		

*This percentage will be paid when one individual coaches both of the listed activities. (Example - when 1 coach coaches both 7th & 8th basketball)
**If one person is Senior Class Advisor it will be 6.4%.
***If one person is advisor it will be 4.4%
****If one person is advisor it will be 3.0%

SEVERANCE BENEFICIARY FORM

I, _____, designate the following beneficiary (ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary (ies) the following person (s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary (ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

I understand that it is incumbent upon me to keep the Board Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without delay or difficulty in the event of my death.

_____ _____

(Date) (Signature – Employee)

_____ _____

(Date) (Signature – Employee's Spouse)

APPENDIX A

Miller City – New Cleveland
Grievance Form

Name of Grievant: _____
Level: _____ Date Grievance Occurred: _____

Informal Step
Date of Discussion: _____

Step 1 – Immediate Supervisor/Principal

State of Grievance: _____

Remedy Requested: _____

Signature of Grievant: _____ Date: _____

Signature of Acknowledging Receipt: _____ Date: _____

Date of Hearing at Step 1: _____

Disposition Received: _____

MILLER CITY – NEW CLEVELAND
LOCAL SCHOOL
200 N. Main Street, Miller City, Ohio 45864

Kerry D. Johnson, Superintendent
johnson_k@mcncschools.org

Matthew Frey, MS/HS Principal
frey_m@mcncschools.org

Dustin Pester, Elementary Principal
pester_d@mcncschools.org

Ph: 419-876-3173 • Fax: 419-876-2020

APPENDIX B

Miller City-New Cleveland Local Schools Credit Reimbursement Request

PROFESSIONAL INFORMATION:

Teacher Name:_____ **Date:**_____

Current Licensure(s): _____

Grades Taught: _____

Subject Area(s): _____

Years of Experience at Miller City-New Cleveland Local School: _____

POST-SECONDARY COURSEWORK INFORMATION
Post-Secondary Institution:

_____

Course Title:

_____

Quarter Hours: ____ **Semester Hours:**____

Course Textbook Purchase (circle one): Y N **Cost:**_____

Staff Member Signature: _____ **Date:**_____

- ***Please note Credit Reimbursement agreement on the back of this document***

OFFICE USE ONLY

- ***All reimbursement amounts contingent upon successful completion of coursework, receipt of record/grade(s), and receipt of payment***

_____ **Approved for reimbursement**

APPROVED RATE:
_____ **Quarter Hour** ____ **Semester Hour**

_____ **Quarter Hour (CCP/Content)** ____ **Semester Hour (CCP/Content)**

Superintendent Signature: _____ **Date:**_____

MILLER CITY – NEW CLEVELAND
LOCAL SCHOOL
200 N. Main Street, Miller City, Ohio 45864

Kerry D. Johnson, Superintendent
johnson_k@mcncschools.org

Matthew Frey, MS/HS Principal
frey_m@mcncschools.org

Dustin Pester, Elementary Principal
pester_d@mcncschools.org

Ph: 419-876-3173 • Fax: 419-876-2020

CREDIT REIMBURSEMENT

Any teaching member of the bargaining unit who earns semester hours or quarter hours of credit in an accredited college or university between September 1 and August 31 shall receive, in addition to the regular salary, the following reimbursement amounts:

a. Quarter Courses – Maximum of $450 per course
b. Semester Courses – Maximum of $600 per course
c. Quarter Courses for the purpose of obtaining College Credit Plus certification – Maximum of $750 per course
d. Semester Courses for the purpose of obtaining College Credit Plus certification – Maximum of $1050 per course
e. Eligibility for up to $200 annually for college course textbook purchases

Total fund for such reimbursement shall not exceed $10,000. However, any unused balance of a fund shall be permitted to accumulate in an amount not to exceed $15,000 to help provide for cyclical utilization of the fund.

Eligible course work shall be that required to maintain or upgrade current certification or that course work applicable to any classroom teaching field. (When reimbursement will be sought, all eligible course work must be approved pby the Superintendent in advance of the completion of such work.).

Reimbursements will be made on a first come first served basis until the fund is exhausted.

Those credit hours not reimbursed because of the exhaustion of the funds will be the first paid in the succeeding years fund that no request for new credit hour reimbursement shall be accepted for the succeeding year.

Reimbursement will only be made for coursework attaining a C+ or higher or a passing grade in a pass/fail course.

Payment shall be made only one time for such earned credit.

Professional growth reimbursement is renewable each year only if additional credit hours are received.

Only those teachers who have taught in the Miller City – New Cleveland School System for three full years, or those teachers requested to take eligible college work by the Board of Education, shall be eligible to participate in the professional growth reimbursement program.

Staff members accepting credit reimbursement must remain on the staff for at least one year after reimbursement or repay any reimbursement tuition for the prior year.

APPENDIX C

NOTICE OF INTENT TO ADVANCE IN DEGREE STATUS/TRAINING

NAME _____

Current Number of (quarter/semester) hours: _____

Number of additional semester hours anticipated to be completed by

September 1: _____

By the end of the 1st semester _____

Based on the above information, I anticipate that I will be eligible to advance

to _____ by _____
Degree Status on salary schedule Date

_____ _____
Signature Date

Revised 4/28/15

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 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 decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Miller City-New Cleveland Local Education Association, and in all extensions and renewals thereof.

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

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, 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:

1. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or
3. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or
4. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

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

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. meets the eligibility requirements under R.C. 3319.111(D); and

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

3. has completed State-sponsored evaluation training and has passed an online credentialing assessment.
4. Is an employee of the Miller City-New Cleveland School District (Note: this proposed language is essentially cited in O.R.C. 3319.111 Section D-1)

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. A copy of the approved list of credentialed evaluators shall be supplied to the president of the MCNCEA.

"High-Quality Student Data" - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"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.

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"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 developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to 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.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year in which the teacher first attempts the performance-based assessment as prescribed by the State Board of Education for the first time.

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 be placed on a professional improvement plan as follows:

1. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.
2. A teacher whose final holistic rating is "skilled" 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 determined by the District.
3. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
4. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.
5. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.
6. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.
7. The Board of Education may evaluate less frequently each teacher who received a rating of "accomplished" or "skilled" on the most recent evaluation, so long as the teacher submits a professional growth plan that focuses on areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on the plan.
8. In any year the teacher is not fully evaluated, the evaluation must include one formal or informal observation, whichever the district determines, and one conference that includes a discussion of the teacher's progress on the plan.

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 and shared with the president of the MCNCEA.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

1. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high

levels;

2. knowing and understanding the content area for which they have instructional responsibility;

3. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

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

5. creating learning environments that promote high levels of student learning and achievement for all students;

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

7. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

1. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle 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.

    a. The initial formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from the required pre-observation conference and may include other sources selected by the evaluator and agreed to by the teacher.

    b. The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement.

    c. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s).

    d. A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator.

    e. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s).

    f. A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator.

g. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator.

h. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

2. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to at least two (2) classroom walkthroughs unless the Superintendent waives the third observation.

3. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

4. The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated.

5. Evaluations will be completed by May 1st and each teacher 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.

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

Formal Observation Procedure

1. At the beginning of each school year or prior to September 15, the administration shall acquaint all staff members of the district's evaluation procedures, criteria and instruments which may subsequently be used in the formal observation and walkthrough process

2. 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. Each pre-observation conference must be at least a minimum of fifteen (15) minutes.

3. A post-observation conference shall be held within three (3) school days after each formal observation.

4. Each teacher, in the year when an evaluation is required, may present artifacts/evidence for use in the evaluation process at any time prior to the issuing of the final summative rating.

5. For each teacher, formal observations will be separated by at least thirty (30) days unless this stipulation is mutually waived in writing by both the evaluator and teacher.

6. The evaluator must provide notification to the teacher at least five (5) days prior to the date of the formal observation.

Formal Observation Purpose and Objectives

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively

2. To inform instruction

3. To assist teachers and administrators in identifying and developing best educational practices in order to prove the greatest opportunity for student learning and growth

4. To identify professional development needs

5. To inform administrators in making recommendations to the Board concerning retention and promotion of teachers and concerning removal of poorly performing teachers

Informal Observation/Classroom Walkthrough Procedure

1. A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

2. Evaluators may but are not limited to collecting evidence in any identified focus area(s).

3. Walkthroughs may be announced or unannounced.

4. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

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

6. Data gathered from the walkthrough will inform the final evaluation.

7. The teacher will be provided with a copy of the walkthrough document no later than two (2) days following the walkthrough.

8. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

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

Fair Consideration of Work Effort

1. All monitoring observation of the work performance of a staff member shall be conducted openly and with full knowledge of that staff member

2. The use of audio and/or video surveillance devices or applications for the purpose of observing the work performance of a staff member will be permitted only with the staff member's written consent

3. Staff members should not be formally observed on the following days:
    a. before or after a holiday recess
    b. on the day after an extended personal absence
    c. on professional-development shortened days
    d. on the first or last days of an academic quarter

4. Work performed outside the normally-assigned teaching duties shall not be a part of the evaluation

5. In the event a teacher performs work under the supervision of more than one (1) credentialed evaluator, only one evaluator shall be designated as the primary evaluator

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

1. Aligns to learning standards

2. Measures what is intended to be measured

3. Be directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

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

5. Follow protocols for administration and scoring

6. Provides trustworthy results; and

7. Not offend or be driven by bias

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

1. critically analyze and reflect upon results to support improvement and enhancement of student learning
2. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class
3. inform and adapt instruction to meet student needs; and
4. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above. Student performance on a test or tests will not be the only evaluation factor considered.

Annually, the Superintendent may develop a list of approved high-quality student data in consultation with experts in the field of education, with members of the District's teaching staff and in consultation with the MCNCEA.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

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.

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 decisions 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 non-renew 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" – a teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years in OTES 2.0.

"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 non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Miller City-New Cleveland Local Education Association. 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 non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

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R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222

R.C. 3319.223, 3319.226, 3319.26, 3333.0411

A.C. 3301-35-03(A)

Sub. 216 (2018), H.B. 362

H.B. 64 (2015)