Wed, 11/19/2025 08:43:34 AM SERB

0704-01
25-MED-01-0053
46174

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MIAMI TRACE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

MIAMI TRACE EDUCATION ASSOCIATION

July 1, 2025 – June 30, 2027

Table of Contents

PREAMBLE 1

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 – NEGOTIATION PROCEDURES 1

ARTICLE 3 – GRIEVANCE PROCEDURE 4

ARTICLE 4 – ASSOCIATION RIGHTS 6

ARTICLE 5 – FREEDOM OF CHOICE DUES 8

ARTICLE 6 – REDUCTION IN FORCE 8

ARTICLE 7 – PROVISIONS CONTRARY TO LAW 9

ARTICLE 8 – EMPLOYMENT PROVISIONS 9
- 8.01 – Work Year 9
- 8.02 – Work Day 10
- 8.03 – Duty Free Lunch 10
- 8.04 – Planning and Preparation 10
- 8.05 – Posting Of Vacancies 11
- 8.06 – Personnel File 12
- 8.061 – Discipline 12
- 8.07 – Public Complaint and Procedure 12
- 8.08 – Non-Renewal of a Limited Contract 13
- 8.09 – Evaluation Procedures 13
- 8.10 – Seniority 16
- 8.11 – Sequence of Contracts 17
- 8.12 – Local Professional Development Committee (LPDC) 17
- 8.13 – National Board Teacher Certification (NBTC) 18
- 8.14 – Master Teacher Designation 18
- 8.15 – Intervention Specialists 18
- 8.16 – Preschool Teachers 18
- 8.17 – College Credit Plus Teachers 18

ARTICLE 9 – PAID LEAVES OF ABSENCE 19
- 9.01 – Sick Leave 19
- 9.02 – Professional Leave 22
- 9.03 – Personal Leave 23
- 9.04 – Jury Duty 24
- 9.05 – Assault Leave 24

ARTICLE 10 – UNPAID LEAVES OF ABSENCE 25
- 10.01 – Leave of Absence 25
- 10.02 – Military Leave 26
- 10.03 – Sabbatical Leave 26
- 10.04 – Unpaid Leave of Absence 27

ARTICLE 11 – MILEAGE REIMBURSEMENT 27

ARTICLE 12 – SALARY SCHEDULE INFORMATION 27
12.01 – Salary Schedules 27
12.02 – Supplemental Salary Schedule 27
12.03 – Initial Placement on Salary Schedule 27
12.04 – Horizontal Placement/Advancement 28
12.05 – Reemployment of Retired Teachers 28
12.06 – Direct Deposit 29

ARTICLE 13 – FRINGE BENEFITS 29
13.01 – Health Insurance Eligibility and Coverage 30
13.02 – Dental Insurance Eligibility and Coverage 30
13.03 – Vision Insurance Eligibility and Coverage 31
13.04 – Life Insurance Eligibility and Coverage 31
13.05 – STRS Annuitized Pick Up 31
13.06 – Severance Pay 31
13.07 – 125 Plan 32
13.08 – Super Severance 32
13.09 – Tuition Reimbursement 32

ARTICLE 14 – HEALTH AND SAFETY 34

ARTICLE 15 – MISCELLANEOUS PROVISIONS 34

ARTICLE 16 – TERM 35

APPENDIX

EXHIBIT A – GRIEVANCE PROCEDURE FORM
EXHIBIT B – GRIEVANCE DECISION FORM
EXHIBIT C – TUITION FORM
EXHIBIT D – EVALUATION RUBRICS
EXHIBIT E – 2025-2026 CERTIFIED SALARY SCHEDULE
EXHIBIT F – 2026-2027 CERTIFIED SALARY SCHEDULE
EXHIBIT G – SUPPLEMENTAL SALARY SCHEDULE July 1, 2025 through June 30, 2026
EXHIBIT H – SUPPLEMENTAL SALARY SCHEDULE July 1, 2026 through June 30, 2027
EXHIBIT I – MOU ATTENDANCE INCENTIVE PAYMENT

PREAMBLE

The Board and the Association, in keeping with the educational philosophy of this district, agree that the educational welfare of the children of this district is paramount in the operation of the schools and will be promoted by both parties.

ARTICLE 1 - RECOGNITION

The Miami Trace Local School District, hereinafter referred to as the "BOARD" recognizes the Miami Trace Education Association, as affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "ASSOCIATION" as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed and four-year degreed employees, which may include pre-school teachers, who are under contract with the Board to teach a full school year but excluding all substitute teachers, Core Subject Specialists, administrative assistants, principals, assistant principals, athletic director, and all other administrative and/or supervisory employees as defined by Chapter 4117 of the Ohio Revised Code.

The Association recognizes that the Board is the duly elected body charged by law with the sole authority and responsibility to establish the education and other policies of the Miami Trace Local School District to the extent permitted by law and retains all of the legal authority granted to it pursuant to law except as expressly modified by a specific provision of this contract.

ARTICLE 2 - NEGOTIATION PROCEDURES

A. Initiating Negotiations

1. All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed at the Superintendent; the request initiated by the Board shall be directed at the President of the Association. The written request for negotiations shall include:

   a. Date of letter

   b. Statement of matters to be discussed

2. A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:

   a. Date of letter

   b. Time, place and date of three (3) proposed dates for the initial negotiating session

3. All negotiations shall be in accordance with the provisions of this contract

B. Negotiation Sessions

1. The parties shall meet at a time and place established under Section A of this Article for the first negotiation session. Negotiations shall be conducted using the interest-

based bargaining approach upon agreement by both parties. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

2. At the first meeting, the Association and the Board shall exchange with each other their specific negotiation proposals. Subsequent to the first meeting, no new or additional proposals shall be submitted by either party without the consent of the other party.

C. Negotiation Teams

1. Each team shall be made up of six (6) people of the party's choice. In addition, legal counsel may be present with 48 hours advance notice. Each team may designate a chairperson.

D. Information

1. The designated representatives of the Board and the Association agree to make available to each other upon written request, if possible, within five (5) days all available public information on issues being negotiated. The parties may call upon competent consultants to provide input and/or presentation on issues being negotiated. If one of the parties wishes to have a consultant address the bargaining teams, that party shall give the other party at least five (5) calendar days' notice of the identity of the consultant and the subject area he will be discussing. The expense and cost of any consultant shall be paid by the party utilizing the consultant.

E. Study Committee

1. The parties may appoint adhoc study committees to research, study, develop projects, reports and programs, and to make recommendations on matters under consideration. The committee shall report all findings to both parties.

F. Definitions

1. "Day" means calendar day unless otherwise indicated. "Regular work day" means 7 hours and 30 minutes. This will be pro-rated for part-time employees.

2. "Good Faith" -The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obligated to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Such obligation shall not require either party to change its proposal on any matter being negotiated.

3. "Party" when used shall mean the Association and the Board.

G. Progress Reports

1. The Association and the Board agree that all negotiations shall be conducted in private. Progress reports may be issued by either party.

H. Caucuses

1. Either party shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

I. Item Agreement

1. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Each initialing shall not be considered binding nor is a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

J. Agreement

1. When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon receipt of the notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

2. Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this contract. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

K. Impasse

If an impasse is declared by either party, the party shall jointly contact the Federal Mediation and Conciliation Service and request the assistance of a mediator in an effort to resolve the dispute. In the event that mediation does not produce a settlement, the Association agrees to submit the Board's offer to a vote of its membership.

Every member of the Association shall have the right to vote on the Board's offer. The vote on said offer shall be conducted by written secret ballot. If the offer of the Board is not rejected by at least three/fifths (3/5) vote of the total membership of the Association, then the Board's offer shall be binding on the Association.

In the event the Board's offer is rejected as provided above and the contract provisions at issue have expired and the Association has issued its required ten (10) day strike notice, then in that event, ultimate impasse shall be deemed to exist and the Association has the right to strike on the issues subject to negotiations.

The impasse procedures contained in subparagraph K shall supersede and replace the impasse procedures contained in Chapter 4117, Ohio Revised Code.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this contract.

The grievant shall be defined as the person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract.

In the event there is a grievance which involves a number of teachers in one school, it may be submitted as a group grievance. The teachers involved in the grievance will be named on the grievance form.

In the event there is a grievance which involves a number of teachers in more than one school, it may be submitted as a group grievance by the Association and may be instituted at step two of the grievance procedure, if the Association so elects. The teachers involved in the grievance will be named on the grievance form. The grievance forms are attached and designated as Exhibits "A" and "B."

B. Step One

Any person having an issue/concern shall first discuss such issue/concern with his/her principal. The person shall indicate to the principal that this is Step One of the grievance procedure. If the employee elects to bring a representative to the meeting, the principal may have a representative as well. If said issue/concern is not brought to the administrator's attention within thirty (30) calendar days after the employee knew or should have known of the action giving rise to the issue/concern, it shall be waived.

C. Step Two

If the discussion at Step One does not resolve the grievance to the satisfaction of the employee, such grievant shall have the right to file a written grievance with the building principal. If said grievance is not filed within thirty (30) calendar days after the grievant knew or should have known of the action giving rise to the grievance, said grievance shall be waived. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the contract or Board policy allegedly violated, misinterpreted or misapplied. The grievant shall have the right to request a hearing before the building principal at this level. It shall be at a time mutually agreeable to the grievant and his/her principal. If the grievant is accompanied by a representative of his/her choice at the hearing, the principal may likewise have a representative of his/her choice as a witness or observer at said hearing.

The principal shall take action on the grievance within seven (7) days after receipt of said grievance or if a hearing is requested within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the principal and sent to the grievant.

D. Step Three

If the action taken in Step Two does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the principal shall be deemed a waiver or the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association and the principal/supervisor may be represented by a person of his/her choice.

E. Step Four

If the action taken by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent or his/her designee and a copy filed with the Treasurer of the Board. Failure to file such appeal within seven (7) days of receipt of the written decision of the Superintendent or his/her designee shall be deemed a waiver of the right to appeal. The Treasurer shall place the matter on the agenda for the next regular meeting of the Board in executive session. The grievant and the principal shall have the right to be represented at such meeting by a representative of their choice.

The Board of Education shall act upon such appeal no later than its next regular meeting. Copies of the written decision of the Board shall be sent to the grievant, Superintendent or his/her designee, and the building principal.

F. Step Five

If the grievant is not satisfied with the decision of the Board at Step Four, the grievant, with the written approval of the Association, may appeal the grievance to arbitration if it involves an alleged violation of the contract. The notice of appeal to arbitration shall be sent to the Treasurer of the Board and the Superintendent. Failure to file such appeal within seven (7) days of receipt of the Board's decision at Step Four shall be deemed a waiver of the right to appeal.

If an appeal is filed, the parties shall jointly request a list of nine (9) names from the American Arbitration Association from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list. The arbitrator shall have no power to alter, add to or subtract from any of the terms of the agreement as written.

The arbitrator shall hold the necessary hearing and issue his or her decision within thirty (30) days from the date of hearing unless a different time period is agreed to by the Board and the grievant. The decision shall be in writing and set forth the findings of fact, reasoning and conclusion on the grievance submitted. The decision of the arbitrator shall be advisory only and copies of the decision shall be forwarded to the Board and the grievant.

The Board shall consider the recommendation of the arbitrator at its next regular meeting after receipt of the decision along with the evidence and responses provided at each step of the grievance procedure and take action to either grant or deny the grievance. The fee expense of the arbitrator shall be shared by both parties.

The grievant shall have the right to process the grievance directly to court without the utilization of the grievance procedure if it involves an alleged violation of the contract. The Board shall not raise the failure to file a grievance as a bar or defense to the filing of a lawsuit.

No reprisals of any kind will be taken by or against any party or participant in the grievance procedure by either party.

G. Miscellaneous

Grievance conferences shall be conducted at reasonable and mutually agreed to times so as not to hinder or restrict school operations. Such conferences will be set by the appropriate administrator at a time agreeable to the grievant within the time limits of the step involved.

Any of the time limits established for this grievance procedure may be waived by mutual agreement of the parties involved.

A grievance may be withdrawn without record.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association shall have the right to lease and/or utilize a portion of a school building for total membership meetings provided it is not needed for school purposes. In order to exercise this right, the Association shall obtain the approval of the principal in advance.

B. The Association shall have the use of teacher mailboxes and the internal mail system (during non-instructional hours) to distribute notices, circulars and other Association material provided a copy of said material is given to the principal prior to placement in the teacher mailboxes.

C. Upon written request, at no cost, true copies of public documents shall be given to the Association representative.

D. The Board shall provide bulletin board space in each building for the Association to post notices for its members.

E. An association representative has the right to meet with members of the bargaining unit before the start of the student day, during the member's lunch period, or after the student day, provided that it does not interfere with teaching responsibilities of the teacher or disrupt normal school operations. Upon arrival at building, the Association representative will first check in with the building principal or designee prior to making any visitation.

F. The Association shall have the right to use copy machines, duplicating computers and other available technology equipment provided it pays for expendable supplies associated with said use and pays the cost of any damage due to negligence of the Association while being used by the Association.

G. The Association shall be granted up to a collective total of five (5) days of leave with pay to perform Association duties including members of the bargaining unit attending the OEA representative assembly. The bargaining process does not count as any of the five (5) days. In addition, the Board will provide release time and coverage of classes to Association building representatives and officers to attend meetings in the District scheduled by the administration which occur during the work day. This release time will be for meetings which require Association presence or representation and which could not be scheduled after the work day. (Example, public complaint conferences, meetings with the Superintendent or other

administrative staff, etc.)

H. Policy -The Board of Education will maintain the policy book on the District Website.

I. At the conclusion of the a.m. session of the teacher in-service day at the start of the school year, an Association representative shall have the opportunity to meet and speak with all teachers, without administrators present, if requested by the Association President.

J. The President of the Association shall be provided with a directory of all current and newly hired teachers of the district.

K. The Association President shall receive notice of any regular or special Board meetings in accordance with the requirements of the "Sunshine Law." Notification shall be on the same basis as it is provided to the news media. A copy of the Board's agenda and minutes shall be provided to the Association President.

L. Upon written request of a member received by the Board Treasurer between September 1 and September 30 of the school year, and the written request of an employee hired after September 30 of the school year which is received within thirty (30) calendar days of the new employee's first working day, the Board Treasurer shall deduct Association dues from the paycheck of a member. Deductions shall be made in equal installments beginning with the first pay period in October and continuing with each pay period through August. For those newly hired employees after September 30, deductions shall be made in each pay period in equal installments spread out through the August pay periods. Association members are responsible for paying the full balance of their annual dues and any balance due will be deducted from the final pay unless otherwise directed by the Association.

Upon request, the Board shall also make payroll deductions for the following:

1. New tax shelter annuities not currently being deducted provided a minimum of five (5) employees request the same company;

2. Wright Patterson Credit Union;

3. Any other current deductions being made as of the execution of this contract.

M. The Association will be permitted to use the electronic mail system of the District.

N. If the District applies for a grant which requires the signature of the Association, a copy of the grant application will be given to the Association President within ten (10) days of its receipt by the Superintendent.

O. As long as the Board has an open enrollment policy, qualifying staff member children will receive the following priority status:

1. First priority will be given to students who move from Miami Trace during the current school year or prior to June 1st preceding the upcoming school year.

2. Second priority will be given to students whose parent/guardian is employed in the Miami Trace School District.

ARTICLE 5 - FREEDOM OF CHOICE DUES

It is agreed by both parties that all employees have the right to join or not to join the Miami Trace Education Association. Membership in the Miami Trace Education Association or the payment of any dues, or fees to any such organization, shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee.

ARTICLE 6 - REDUCTION IN FORCE

The Board may suspend an employee's contract in order to achieve a reduction in force due to any reason set forth in Ohio Revised Code Section 3319.17.

In making such reduction by suspending contracts, the Board shall proceed in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to continuing contracts.

When reduction in force (RIF) becomes necessary, it shall occur in the following order:

1. Any bargaining unit member who has a plan for improvement or a professional improvement plan and an ineffective rating for two (2) or more consecutive years and is currently ineffective.

2. Any bargaining unit member who has a plan for improvement or a professional improvement plan and an ineffective rating in the most recent evaluation.

3. Any bargaining unit member who has a professional improvement plan and a developing rating in the most recent evaluation.

4. Any bargaining unit member with a developing rating in the most recent evaluation.

5. Any bargaining unit member with a skilled or accomplished rating in the most recent evaluation.

Within each of the items (1), (2), (3), (4), and (5) the evaluations shall be considered comparable under R.C. 3319.17 such that reductions shall be made in such a manner that the persons in those areas having the least seniority will be the first to be suspended. If a RIF occurs during the current school year, all evaluations shall be considered comparable.

When a staff reduction is to be recommended, the Superintendent shall give notice to the Association and the affected teachers at least fifteen (15) calendar days prior to such action of the Board.

If a vacancy occurs in the teacher's area of certification/licensure and if the teacher has taught within that area of certification/licensure within the last four years, teachers meeting these qualifications on the priority list will be offered the vacancy before outside applicants are considered, giving preference first to continuing contract teachers, and then in reverse order of suspensions as identified above.

If a teacher is certified/licensed for the vacant position but has not taught in that certification in the last four (4) years, he/she shall be considered as an applicant for the vacant position and will be interviewed for same.

If a teacher refuses an offered vacancy, his/her name shall be removed from the priority list and the Board's obligation hereunder terminated.

The Board has fulfilled its responsibilities herein by sending a written notice of vacancy to a teacher on the list by certified mail at the last address left by the member. Unclaimed, refused, non-deliverable notices, as well as failure to respond within ten (10) days of the posting of the notice, shall constitute refusal of the vacancy.

ARTICLE 7 - PROVISIONS CONTRARY TO LAW

This contract supersedes and prevails over all statutes of the state of Ohio (except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code.) However, should any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination of unlawfulness to bargain over its impact and to bring the contract into compliance. If the parties fail to reach an agreement over the effective provision, the dispute settlement procedure in Article 2 of the contract shall be utilized to solve the dispute.

ARTICLE 8 - EMPLOYMENT PROVISIONS

8.01 Work Year
8.02 Work Day
8.03 Duty Free Lunch
8.04 Planning and Preparation
8.05 Posting of Vacancies
8.06 Personnel File
8.07 Public Complaint Procedure
8.08 Non-Renewal of a Limited Contract
8.09 Evaluation Guidelines for Limited Contract Teachers Whose Teaching Contracts Are Up for Renewal Including Continuing Contract Consideration
8.10 Seniority
8.11 Sequence of Contracts
8.12 Student IEPS
8.13 Local Professional Development Committee (LPDC)
8.14 National Board Teacher Certification
8.15 Intervention Specialists
8.16 Preschool Teachers
8.17 College Credit Plus Teachers

8.01 – Work Year

A school calendar committee shall be established which will provide input regarding the creation of the school calendar. The committee will consist of the superintendent or designee, district treasurer, up to three building level administrators, and two MTEA representatives per building. The committee will meet as needed between September 1 and November 30 each school year. The committee will make its final recommendation to the Board for the December board meeting agenda.

The work year shall be a maximum of 184 days in length of which includes:

1. A two (2) hour duty-free work period the last day of the first semester.

2. Up to 178 days shall be days with students in attendance.

3. A scheduled uninterrupted work time without students totaling one work day will be included in the teacher work calendar for contractual obligations (for example: IEPs, WEPs, RIMPs, ELA, etc.).

8.02 – Work Day

The regular work day for teachers shall be a maximum of seven (7) hours and thirty (30) minutes including a minimum of one-half (1/2) hour uninterrupted duty free lunch, unless the school day is extended for Board-approved calamity days.

In the event the student day starting time is delayed or ending time is shortened because of bad weather or other emergency, the teacher reporting time will be delayed and the end of the teacher work day will be shortened accordingly.

Non-Compensated Meetings Outside of the Regular Workday:

The work day shall include attendance at faculty meetings and other necessary and reasonable conferences, meetings and supervision which occur outside of the regular work day, not to exceed one-hundred and twenty (120) minutes per month beyond the maximum work day.

Compensated Meetings Outside of the Regular Workday:

Teachers attending district-initiated curriculum meetings, committee meetings, and/or instructional training shall be compensated at the rate of $19.00 an hour for work outside of the work day.

8.03 – Duty Free Lunch

The Board and the Association agree that each full time teacher shall be allotted a thirty (30) minute uninterrupted lunch period each school day. The granting of said lunch period shall not lengthen the regular teacher work day. Teachers teaching half time or more shall receive a duty-free lunch period proportionate to the length of the workday.

8.04 – Planning and Preparation

All full time teachers shall receive a planning/conference time equal to one class period in length; three (3) out of five (5) planning times shall be uninterrupted during a complete five (5) day week. Teachers teaching half-time or more shall receive planning/conference time proportionate to the length of their workday.

It is understood and agreed that there may be times when a teacher may not receive plan time on a particular day due to the necessity of scheduling an IEP, IAT or other student-associated meeting during the plan time. However, the building administration will make reasonable efforts to insure that teachers are not adversely impacted by the scheduling of these meetings.

Both parties acknowledge that on days when the start of school is delayed or on those days when school is released early, the planning time contemplated herein may not be available.

After reasonable attempts to secure a substitute have been unsuccessful, then teachers will be asked to voluntarily take the place of another teacher and shall be compensated at the internal-sub rate per period if the teacher has to give up his/her conference and planning time. The internal sub rate shall be $19.00 per period.

In the event of a need for a substitute teacher in their building, the administration, in its discretion, may contact current Miami Trace teachers from another building who have not yet started or have completed their regular school day, to provide substitute services. This option is to be used only in the event that an internal substitute within the original building is unavailable.

Any teacher who provides substitute services will be paid in fifteen (15) minute increments, at a rate of $6.35 per fifteen (15) minute increment.

8.05 – Posting of Vacancies

A vacancy is defined as an opening existing in a bargaining unit position as the result of the creation of a new position, reassignment, resignation, retirement, non-renewal or termination of an employee. If the Miami Trace School Board or Superintendent receives a letter of resignation between the last May board meeting and the last August board meeting, MTEA supports the immediate posting of the vacant position before the resignation is board approved.

All vacancies including supplementals for the next school year shall be distributed through district e-mail when a vacancy occurs. These vacancies shall not be filled until ten (10) days after posting through July 10. Vacancies posted after July 10 will not be filled until four (4) days after posting.

Teachers in the employ of the district shall be considered for vacancies prior to consideration of other potential employees. Teachers who are interested in transferring or applying for vacancies shall notify the Superintendent's office via email. Such notice shall remain on file in the Superintendent's office from September 1 through August 31 and shall be reviewed when vacancies occur. The Superintendent's office will send an email of acknowledgement to any teacher who sends in a request for a transfer.

All interests in supplemental positions shall be emailed to the building principal or the direct supervisor of the specific supplemental position. The building principal or direct supervisor will send an email of acknowledgment.

All vacancies shall be emailed to all employees on their district email, provided to the Association President and may be simultaneously posted online.

Where administration chooses to reorganize staffing patterns within the district, the building reorganization will occur first and the resulting vacancy(ies) will be posted after the building reorganization is complete.

If no current employee of the district applies for and is granted the position, those teachers on the recall list shall be offered the position.

A copy of the recall list shall be provided to the Association President at the beginning of each school year or any time there is a change in the list.

8.06 – Personnel File

The official personnel file of each member shall be maintained in the office of the Superintendent. This shall be considered a confidential file to the extent permitted by law, except for that information which is directory information. In addition, principals may maintain separate anecdotal files; however, upon request a teacher may review anecdotal records about him/her.

Upon advance written request, members shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The 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 the member, including the signature of said member.

A member shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question. Anonymous materials shall not be placed in an employee's file nor be a matter of record.

If a member of the public requests to review a teacher's personnel file, the teacher will be notified of the identity of the person making the request and the items requested for review, when possible. If the identity of the person is unknown, the teacher will be notified that his/her file has been accessed or requested to be accessed.

Any member shall have the right to obtain a copy of any item in his/her file. Employees will be provided with a copy of any evaluations, written reprimands or derogatory information prior to placement in the employee's file. Derogatory information is defined as any document that contains negative, critical or disparaging information.

A member, at their request, may have written statements entered into their personnel file which pertain to special awards, honors, recognitions, or other accomplishments that indicate the type of person they are, if they can substantiate the validity of such.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code including the right to challenge the timeliness, accuracy or relevancy of said material pursuant to 1347 of the Ohio Revised Code.

8.061 -Discipline

At any meeting which may lead to disciplinary action being taken against a teacher and which will be documented in the employee's personnel file, the teacher shall be notified in writing of the nature of the meeting. The teacher shall be entitled to be accompanied by a representative at the meeting.

8.07 - Public Complaint and Procedure

Action concerning a complaint by a member of the community other than a student shall be governed by the procedure set forth in Board policy.

8.08 – Non-Renewal of a Limited Contract

In the event that the Superintendent intends to recommend the non-renewal of the regular limited teaching contract of a member of the bargaining unit, he/she shall give a member of the bargaining unit notice of his/her recommendation prior to the Board meeting at which the recommendation will be made. The teacher will also be advised by the superintendent of the time, date and location of the Board meeting at which he will make this recommendation. The teacher will not be entitled to a hearing with the Board at that time.

In the event the Board votes to non-renew the limited teaching contract of a member of the bargaining unit, that member shall have a right to appeal the decision pursuant to the provisions of 3319.11 of the Ohio Revised Code. However, it is understood that the issue upon appeal is whether the Board failed to comply with 3319.11 of the Ohio Revised Code. This provision does not apply to supplemental contracts.

8.09 – Evaluation Procedures

A. Members of the bargaining unit shall be evaluated as follows:

1. Evaluations will be conducted by an administrator who is a credentialed evaluator and holds a license established in Ohio Revised Code.

2. A teacher/counselor 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 walkthroughs each school year.

   The first formal observation of a teacher 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 mandatory pre-observation conference or other sources selected by the evaluator.

   The second and any subsequent formal observation(s) of a teacher will be focused observations in which the evaluator, emphasizes identified focus areas(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.

   School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year. All formal observations shall be preceded by a conference between the evaluator and the counselor prior to the observation in order for the counselor to explain plans and objectives for the situation to be observed.

3. Teachers/counselors on a limited contract who are under consideration for renewal/nonrenewal shall receive three (3) formal observations in addition to periodic walkthroughs, unless the superintendent waives the third observation.

4. There shall be at least three (3) weeks between the first and second observations, and at least two (2) weeks between the second and any third observation if one occurs, unless mutually agreed upon by the teacher/counselor and evaluator.

5. A post-observation conference shall be held after each formal observation within five

(5) school days unless the timeline is extended by mutual consent by the evaluator and employee.

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

7. A teacher/counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years. The teacher/counselor and the evaluator will jointly develop a professional growth plan for the teacher/counselor, and the evaluator will determine if the teacher/counselor is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher/counselor. The teacher/counselor will be provided with at least one (1) informal observation and post-conference in any year that such teacher/counselor is not formally evaluated.

8. Evaluations will be completed by May 1 and each teacher/counselor will be provided an electronic report of the results of his/her evaluation by May 10. If the teacher's/counselor's final summative rating is "Ineffective or Developing," then his/her credentialed evaluator will also personally meet with the teacher/counselor by May 10. Written notice of nonrenewal will be provided by June 1.

9. When an evaluator issues a rating of developing or ineffective in any area, he/she must place comments on the rubric which provide evidence for the rating.

10. Based upon the results of the annual teacher/counselor evaluation, each teacher/counselor must develop either a professional growth plan or professional improvement plan.

11. Informal and/or formal observations shall not be conducted on the day prior to any scheduled extended breaks in the school calendar.

12. These procedures do not apply to supplemental contracts.

13. The district's state-adopted evaluation OTES rubric is attached and designated as Exhibit "D-1".

    The district's state-adopted evaluation OSCES rubric is attached and designated as Exhibit "D-2".

14. Committee: A standing joint Evaluation Committee will be established to regularly review the effectiveness of the policy, procedure, and process, for the evaluation of teachers/counselors in the District. The committee shall be comprised of a maximum of 10 bargaining unit members (representing each grade band) and 3 members appointed by the Board or its designee. Any committee work performed outside of the contractual work day will be paid $19.00 per hour.

B. Notification of Continuing Contract Consideration

In the event a teacher believes he/she is going to meet all of the qualifications and conditions to be considered for a continuing contract by the end of the school year, in which his/her limited contract will expire, he/she shall notify the Superintendent or designee in writing of that fact no later than October 15 of the school year in which he/she believes he/she will become eligible.

This notification is being required in order to give the administration adequate notice to evaluate the employee for the purposes of awarding a continuing contract. Failure to provide the Superintendent or designee this notification shall constitute a waiver, by the employee, of his/her right to a continuing contract at the end of the school year. The employee shall be evaluated for a continuing contract the succeeding school year if he/she is re-employed by Board and requests continuing contract consideration. Upon receipt of the notification required under this provision, the Superintendent may request additional information from the employee regarding professional development qualifications and any other matter the Superintendent believes to be relevant in the consideration of whether to grant the continuing contract.

Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by 8.09 of this section, if the Board or the Superintendent believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

A member may withdraw their request for continuing contract at any time prior to the Board action on their contract renewal.

A teacher becomes eligible to apply for continuing contract upon satisfaction of one of the following:

1. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.

2. Teacher has worked in the School District for three (3) of the last five (5) years and has a professional certificate.

3. Teacher has worked in the School District for three (3) of the last five (5) years, has a five (5) year professional license and:
   a) If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
   b) If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

To the extent this provision is in conflict with Ohio law, it shall supersede and replace any section of the Ohio Revised Code with which it is in conflict and shall specifically supersede the conflicting provisions of Ohio Revised Code sections 3319.08, 3319.11, 3319.111 and Chapter 3301-24 of the Ohio Administrative Code.

8.10 – Seniority

A. DEFINITION of SENIORITY -For the purposes of this contract, seniority shall mean the length of continuous employment with the Board in a bargaining unit position described in Article 1.

1. Seniority shall accrue for all time an employee is on paid leave status.

2. Time spent on unpaid status shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

3. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard of this contract.

4. For reduction in force purposes only, teachers employed under continuing contracts shall have greater seniority than employees under limited contracts.

B. SENIORITY TIEBREAKING -Ties in seniority shall be broken by the following method to determine the most senior employee in the following order:

1. Greatest total of years of continuous service with Board; then

2. 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 the Association president or designated representative.

C. LOSS OF SENIORITY - Seniority shall be lost when an employee retires or resigns, is non-renewed, terminated or otherwise leaves the employment of the Board.

D. POSTING OF SENIORITY LIST -The seniority list shall be posted annually by the Board not later than September 1 on the district website.

The names of employees on the seniority list shall appear in seniority rank order with contract status (C) continuing or (L) limited, 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.

E. CORRECTION OF INACCURACIES -Each employee shall have a period of fourteen (14) calendar days after the posting of the seniority list in which to advise the Treasurer in writing of any inaccuracies which affect his/her seniority. The Board or its agent shall investigate all reported inaccuracies and make such adjustments as may be in order and post the revised list.

Any employee failing to notify the Treasurer in writing of inaccuracies within fourteen (14) days of the posting of the original list shall be subject to the final list posted by the Board until the next annual posting of the list required by this contract.

8.11 – Sequence of Contracts

A. Teachers shall be employed in the following contract sequence unless their contract is not renewed by the Board:

1. One year
2. Second contract - one year
3. Third contract - one year
4. Fourth contract - two years
5. All succeeding contracts - three years

B. Teachers on an alternative, supplemental, conditional license/certificate or not teaching in their area of licensure shall not be subject to this provision.

C. In the event the Board is not satisfied with a teacher's performance, it may grant a contract of shorter duration than set forth above in its sole discretion.

D. If the Board elects to offer a contract of shorter duration, at the request of the employee, the Superintendent shall provide the employee with the reason for the Board's decision and if requested by the employee, the employee shall be permitted to meet with the administrative committee of the Board solely for the purpose of the teacher expressing the reason he or she disagrees with the decision to interrupt the contract sequence in this article.

E. This provision shall not prevent the administration from issuing a continuing contract to a teacher who meets the requirements for same during the term of a limited contract.

F. If the license is not renewed, the Board shall be entitled to release the teacher from employment.

8.12 – Local Professional Development Committee (LPDC)

A. There will be two committees, one with five members for Pre-K through 5 and one with five members for grades 6 through 12. On both committees, the majority of members shall be teachers.

B. Teacher members shall be selected by the MTEA.

C. Administrator members shall be selected by the Superintendent.

D. The LPDC shall meet on an as needed basis and shall adopt its own regulations for such meetings.

E. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.

F. The committee members will serve four (4) year staggered terms per the LPDC Handbook.

G. Committee members may be reappointed for successive terms, without limitations.

H. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

I. The Board shall compensate members for attending meetings outside the regular workday to a maximum of $1,000 a year per member, at the rate of $21.00 an hour. The LPDC member chosen chairperson and LPDC secretary shall be compensated to a maximum of $1,000 a year per member at the rate of $22.50 an hour.

J. Members of the Local Professional Development Committee (LPDC) will receive the agreed upon negotiated rate for approved LPDC related work performed outside of a stated meeting. The Superintendent shall grant compensation after being given sufficient evidence of need by the appropriate committee chair.

8.13 – National Board Teacher Certification (NBTC)

The Board will reward a teacher with a one-time bonus of $1,000 when a teacher successfully completes the National Board Teacher Certification (NBTC). This includes any current employee who did not receive monetary compensation from the State for completing the NBTC.

8.14 – Master Teacher Designation

The Board will reward a teacher with a one-time bonus of $500 when a teacher successfully completes the Master Teacher designation. Employees with the intent to seek master teacher status must electronically notify the assistant superintendent and master teacher consortium representative by September 15. Applicant will receive one-half day release time upon approval of the building principal for portfolio submission.

8.15 – Intervention Specialists

Intervention specialists assigned to administering alternate assessments shall be allowed up to four (4) days of release time upon approval of the building principal for completing alternate assessments. Any teacher who exceeds the maximum case load for IEPs may work with the building principal/special education director to secure one (1) day of release time.

8.16 – Preschool Teachers

Preschool teachers assigned to administer the Early Learning Assessment [ELA] shall be allowed one (1) day of release time upon approval of the building principal. Teachers shall work cooperatively with the principal to secure coverage during said release time.

8.17 – College Credit Plus Teachers

Any classes offered by the district to students through the college credit plus program shall first be offered to bargaining unit members in accordance with this article. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by non-bargaining unit members. However, in such instances, the Board may seek volunteers who are interested in becoming dual-certified.

ARTICLE 9 - PAID LEAVES OF ABSENCE

9.01 Sick Leave
9.02 Professional Leave
9.03 Personal Leave
9.04 Jury Duty
9.05 Assault Leave

9.01 - Sick Leave

The Board recognizes its statutory duty to pay employees of this District in full for days in which they are absent from work for reasons for personal disability, illness or injury, pregnancy, or death in the employee's immediate family.

All employees shall receive fifteen (15) sick leave days annually at the rate of one and one-quarter (1¼) days per month. Unused sick leave shall be cumulative up to two hundred forty one (241) days. Regular part-time employees shall be entitled to sick leave and proportionate time actually worked.

The Board shall accept by transfer the accumulated sick leave which any new employee has acquired in another position of public service in Ohio, provided that the last termination of such services shall have been within the last ten (10) years. This provision is intended to and shall supersede the relevant provisions of Ohio Revised Code section 3319.141.

New employees shall be credited with five (5) days sick leave in advance which shall be part of the fifteen (15) days that can be accumulated for the first year.

A. Use of Sick Leave

Sick leave may be used for the following purposes and must have the approval of the Superintendent or designee:

1. For absence of the employee due to personal illness, injury, pregnancy or exposure to a contagious disease which could be communicated to other employees or students; adoption of a child (up to 20 work days); or paternal duties due to the birth of a child (up to 20 work days).

2. For absence of the employee due to illness, injury or exposure to a contagious disease resulting in a quarantine, of someone in the employee's immediate family. In this section, the employee's immediate family is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the employee's spouse, children, parents, brothers, sisters, sons or daughters, foster children, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, sons or daughters-in-law, or other persons who have assumed a similar position to the teacher regardless of residence, and any other individual as approved by the Superintendent.

   The exact number of days granted under this section shall be determined by the circumstances.

3. For absence due to death in the immediate family of an employee. In this section, the immediate family of an employee is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the

employee's spouse, children, parents, brothers, sisters, sons or daughters, foster children, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, sons or daughters-in-law, or other persons who have assumed a similar position to the teacher regardless of residence, and any other individual as approved by the Superintendent. The exact number of days granted shall be determined by the family relationship and the circumstances surrounding the death.

4. Employees will use sick leave in increments of half of their regularly scheduled work day for doctor's appointments. An employee requesting more than half of their regularly scheduled work day for sick leave for a doctor's appointment must provide an explanation to the principal or their designee on the leave request form as to why more than half of their regularly scheduled work day for sick leave is required for a doctor's appointment.

5. Employees using sick leave must identify the specific reason for using sick leave when entering the request in the district adopted leave platform. A failure to do so will result in denial of the sick leave request.

B. Verification of Sick Leave

A teacher using sick leave is encouraged to provide a doctor's note whenever the teacher sees the doctor as a part of his or her sick leave or verification of leave under (A)(3). After five (5) days of sick leave use without a doctor's note or verification of leave under (A) (3), or if a District Administrator suspects that an employee is using sick leave for unpermitted reasons, an employee may be required to furnish a written signed statement from a physician or other acceptable written verification to justify the use of sick leave. The written statement from a physician shall set forth the reasons why the employee was unable to report to work and shall state any work-related restrictions.

The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal.

C. Eligibility for Sick Leave

A sick leave or absence shall commence when the employee, or agent, if the employee is sufficiently disabled, reports the absence.

A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or designee.

Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment or has participated in a concerted work stoppage.

D. Record of Sick Leave

The absentee records of this District shall show the absence of each employee, describing the days which the employee was absent. This record shall be maintained in the district adopted leave platform.

The absentee record of sick leave days will contain:

1. The dates of sick days

2. The reason for use of sick leave

The Superintendent shall submit to the Board the names of those employees absent for non-compensable cause, whose claim for sick leave pay cannot be justified, or whose time off has been prolonged.

E. Sick Leave Bank

1. Establishment

a. Each teacher may contribute one (1) or two (2) days of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be the entire month of September of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll.

b. All contributions to the Sick Leave Bank must be authorized by the contributing employee in writing, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, day(s) contributed to the Sick Leave Bank are not returnable. The employee will receive written confirmation of receipt of each donation.

c. No contributions may be made except as provided in this Section.

d. The sick leave bank will continue to accumulate year after year.

2. Operational Procedures

a. Use of days from the Sick Leave Bank will be limited to those teachers who have contributed to the bank in that current enrollment period (see 1a above).

b. Use of days from the Sick Leave Bank will be limited to a catastrophic illness or injury of the teacher or teacher's family, as well as the ongoing effects of the illness or injury. Qualifying illness or injury would be defined as catastrophically life-altering or life-threatening as determined by the physician. Family shall be considered a husband, wife, child, step-child, mother, or father. A doctor's statement is required with the application in order to be considered.

c. Use of days from the Sick Leave Bank will be considered only after the employee has used all of his/her accumulated paid leave days and has used possible advances of sick leave days.

d. The maximum number of sick leave bank days that an employee may (use/withdraw) is twenty percent (20%) of the total days of sick leave in the Bank at the end of the enrollment period. The maximum amount of sick leave a person may draw from the Sick Leave Bank is the equivalent of one school year for that person's work calendar at the time of request. This person who has used the maximum amount in one school year will be ineligible to pull from the Sick Leave Bank the following operational year.

e. The rate at which the teacher drawing from the sick bank leave shall be paid at the Bachelor's rate with zero (0) years of experience.

f. The Sick Leave Bank will operate October 1 of the current year through September 30 of the following year; which is considered the Sick Leave Bank operational year.

3. Sick Leave Bank Committee

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank. This committee shall be empowered to adopt rules and regulations and make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following persons:

a. Treasurer, Superintendent, and other administrator designated by the superintendent of the Miami Trace Schools.

b. The Association President and two other bargaining unit members

Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

The District Treasurer's office shall keep the Sick Leave Bank records.

The SBC will be responsible for developing the forms needed to operate the Bank.

Guidelines will be reviewed annually by the Sick Leave Bank Committee.

c. In the event of a tie, the Board of Education will serve as the tie breaker. The Sick Leave Bank Committee will present information to the Board in executive session to protect privacy.

9.02 - Professional Leave

A. Purpose

All employees may be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

B. Definitions For the purposes of this provision, professional meetings shall be defined as:

1. Any meeting that is related to the activities, duties or responsibilities of Board employees as determined by the Superintendent.

2. A meeting through which direct value can be derived for the person in attendance for later use in the performance of district duties.

C. Authority

Teachers shall be excused from the performance of their duties for attendance at the following professional meetings:

1. Conferences involving other personnel from the District, county, state, region or nation.

2. Committees drawing personnel from the District, county, state, region or nation.

D. Conditions

The following must be met for an employee attending professional meetings:

1. All requests submitted electronically to attend professional meetings shall be approved by the Superintendent's office and processed/maintained by the Treasurer.

2. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent.

3. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend the meeting.

4. The professional meeting to be attended must be related to the work of the employee.

5. The Board will provide for substitute personnel in the case of meeting attendance by classroom teachers.

6. A professional staff member may request permission to attend and/or participate in a meeting or convention where the member's particular expertise or contribution pertinent to the fostering of education's civic or public commitment. Under these conditions, there will be no reimbursement of expenses by the Board.

7. Anyone requesting to attend a professional meeting at personal expense shall submit a request and secure the approval of the superintendent and possibly the Board.

8. The request for professional leave shall be first sent to the principal for approval. If the request is denied, the teacher may request a meeting with the principal and/or Superintendent to discuss the denial.

9.03 - Personal Leave

The Board shall, pursuant to the provisions of this article, provide for an employee's absence for special necessity. Personal leave days may be used for personal obligations that are necessary and compelling which involve family events, community events, business transactions or legal transaction.

Up to three personal leave days shall be accrued each contract year. Employees having unused personal leave days at the end of their contract year shall rollover up to two unused personal leave days to the following year as personal leave. The maximum number of rolled over and current year personal leave days is five. Any unused personal leave exceeding the maximum of five days will be converted to sick leave days.

Up to five full days of personal leave with pay may be used, if approved by the superintendent, each contract year by full-time employees. Personal leave is not cumulative. Five days shall be granted

without reasons being specified on the request but the purpose must meet the following conditions of this provision.

1. Request shall be in writing in the district adopted leave platform.
2. Request shall be submitted electronically to the superintendent at least three days in advance, except in the event of emergency.
3. Days shall not be used for outside employment or seeking or interviewing for outside employment.
4. Days shall not be used when a regularly scheduled school meeting or previously announced meeting has been called.
5. Days may be used for an Association meeting.
6. The number of persons granted personal leave for any one day shall be limited as determined by the approving administrator(s).
7. Issues of concern regarding the use of personal leave may be appealed to the superintendent.

The Treasurer of the District will maintain records of personal leave.

If employee does not complete a full contract year, personal leave time will be prorated. If the employee owes the district for unearned time, the amount will be deducted from their last pay.

9.04 -Jury Duty

A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty or when responding to a subpoena for a job related incident.

The member serving on jury duty shall pay the Treasurer all fees received by him/her for serving on jury duty excluding that portion which was specifically designated for mileage reimbursement. This payment is to be made to the Treasurer within one (1) week of receipt of same by the teacher.

While on jury duty, teachers are required to report daily their schedule for the following day.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

9.05 - Assault Leave

If a teacher is physically disabled by a physical assault while performing his/her contractual duties, he/she will be entitled to assault leave. This leave will neither be available to a teacher who provoked the assault nor will it be available if the assault is caused by another employee and said assault is not related to job performance.

When an assault results in an absence from duty for medical reasons, the absence shall be at no loss of pay. Assault leave shall be for a maximum of fifteen (15) days per teacher per occurrence and may be extended by the Board. Assault leave absences will not be charged against sick leave.

Medical verification shall be furnished to the superintendent for all assault leave requests of more than

one day. The Board shall have the right to require a medical examination by a physician of its choice at its expense for any use of assault leave beyond three school days per incident.

Days taken for assault leave shall not be used for outside employment or seeking or interviewing for outside employment.

Teacher shall immediately report assaults to the principal and supply all information to the principal regarding the assault.

ARTICLE 10 - UNPAID LEAVES OF ABSENCE

10.01 Leave of Absence
10.02 Military Leave
10.03 Sabbatical Leave
10.04 Unpaid Leave of Absence

10.01- Leave of Absence

Upon the written request of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. With his/her request, the teacher shall state the purpose for the leave request and if it is for medical reasons, the teacher shall supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the teacher will be unable to return to work because of illness.

General Provisions

1. While on leave, the employee shall be entitled to continue on the group insurance plans provided he/she pays the premium for said coverage to the Treasurer or COBRA representative in advance each month.

2. At the expiration of the leave, the teacher shall be offered the same or similar position within his/her area of certification/license. If the teacher refuses the position offered, the contract between the Board and the employee will be considered terminated with no right to grievance or appeal.

3. This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for non-renewal.

4. Time on leave shall not count as time on the job.

5. If the leave is granted for illness or other disability, and if the teacher wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution. If the leave is granted for educational, professional or other purposes, as a condition of the granting of leave, the Board may require the employee to agree in writing to pay for his/her portion, as well as the Board's portion, of the contribution to the retirement system.

6. The employee shall notify the Board no later than April 15 of the year in which the leave of absence will expire if the employee is returning to work at the end of the leave.

Failure on the part of the employee to do so shall be deemed as a resignation of their employment and the Board may act on that resignation. The Superintendent may extend this notification deadline for extenuating circumstances, e.g., uncertainty regarding health of member or family member.

7. Time taken for unpaid leave shall not be used for outside employment or seeking or interviewing for outside employment.

10.02 - Military Leave

Any teacher who has left, or leaves teaching position, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters, the armed services of the services as are specified in Section 124.29 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be reemployed by the Board of the district in which he held such teaching position, under the same type of contract as that which he last held in such district, if the teacher, within ninety (90) days after such discharge, applies to the Board for reemployment. Upon such application, the teacher shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the teacher shall be reemployed the first of the following school semester, unless the Board waives the requirement for the thirty (30) day period.

For the purpose of seniority and placement on the salary schedule, years of absence in the service or the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

The Board of the district in which such teacher was employed and is reemployed under this section may suspend the contract of the teacher whose services become unnecessary by reason of the return of the teacher from service in the armed services or auxiliaries thereof, in accordance with Section 3319.14 of the Revised Code.

10.03 - Sabbatical Leave

Leaves of absence for professional improvement.

A public school teacher who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such grant of permission, and the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.

The Board may not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5%) percent of the professional staff at any time, not allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, not grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

10.04 – Unpaid Leave of Absence

If an employee is granted a Superintendent-approved, unpaid leave of absence, that employee will pay the full cost of the premium for his/her all insurances for the days the employee is absent on unpaid leave of absence. Such unpaid leave of absence may be granted up to a total of five (5) days per year.

ARTICLE 11 - MILEAGE REIMBURSEMENT

In the event that a member of the bargaining unit is directed by the superintendent or designee to use his/her automobile for school purpose, the employee so directed shall be compensated for the mileage driven. The rate of compensation for the school year shall be equal to the IRS Reimbursement Rate in effect as of August 1, immediately prior to the start of the school year. Mileage will be paid at that rate for the entire school year.

In order to qualify for payment, the teacher must submit a written request for payment setting forth the miles driven and the starting and destination points.

ARTICLE 12 - SALARY SCHEDULE INFORMATION

12.01 Salary Schedules
12.02 Supplemental Salary Schedule
12.03 Initial Placement
12.04 Horizontal Placement/Advancement
12.05 Reemployment of Retired Teachers
12.06 Direct Deposit

12.01 - Salary Schedules

Employees shall be paid in accordance with the salary schedules attached (Exhibits “E” and “F”). Effective with the 2025-2026 school year, employees will be advanced one step as compared to their step as of the 2024-2025 school year and will be advanced one step effective with the 2026-2027 school year. [The salary schedule provides a 5% increase on the base for the 2025-2026 school year and a 3% increase on the base for the 2026-2027 school year].

12.02 - Supplemental Salary Schedule

The supplemental salary schedules attached hereto and designated Exhibits "G" and “H” shall be implemented by the Board for the 2025-2026 and 2026-2027 school years.

12.03 - Initial Placement on Salary Schedule

One hundred twenty (120) days of teaching or approved paid leave under contract shall be the equivalent of one year of experience.

In order for a day to count toward a year of experience, the employee must have worked the equivalent of at least one-half (1/2) of the regular teacher work day.

Upon employment by the Board, a member shall receive credit for teaching years’ experience in other districts in Ohio as well as military service credit in accordance with Section 3317.13, Ohio Revised

Code. In addition, up to ten (10) years' service credit may be granted for teaching and/or for employment in the private sector in an area directly related to the teacher's teaching assignment.

At the sole discretion of the Board, the Board may grant credit for teaching years' experience provided no teacher receives less than the amount required by law.

12.04 - Horizontal Placement/Advancement

Salary schedule adjustments for additional semester and/or quarter hours shall be limited to the start of the school year and the first half of February.

An official transcript showing successful completion of the courses shall be filed with the Assistant Superintendent by September 15 with payment received effective with the start of the school year and/or by February 15 with payment effective February 1.

All credit to be accepted for horizontal placement/advancement on the salary schedule must be from an accredited university or college. Any approved professional development course or credit may be awarded a minimum of one-half (1/2) credit. In making this determination, course contact hours will be taken into consideration using the standard that one full semester credit should require 30 contact hours.

Course work must be approved in advance by the Superintendent or his/her designee as being pertinent to their improvement as a teacher in the district. The link to the electronic Course Work Approval Form can be found on the district website and in each building level's shared Google drive. Any modifications made to the form will be completed in consultation with MTEA.

Course work taken for any horizontal placement/advancement must meet one of the following paragraphs 1, 2, or 3.

1. Course work must be in the area of professional education as defined in the regulations for teacher certification/licensure in Ohio; or

2. Course work is in an area of certification/licensure for which the person is presently certified/licensed; or

3. Course work in the area of certification/licensure for which the person is pursuing a planned program toward additional certification (the planned program must be verified by the accredited college or university advisor).

12.05 – Reemployment of Retired Teachers

A teacher retired under STRS ("reemployed teacher") may be reemployed under the following conditions:

a. The reemployed teacher will be placed on the salary schedule in accordance with Article 12.03 of the Negotiated Agreement between the Board of Education of the Miami Trace Local School District and the Miami Trace Education Association.

b. The reemployed teacher will be eligible for Board-paid health/medical insurance only until she/he is eligible for coverage through STRS. She/he will be eligible for life and other insurances offered by the Board which are either not available through STRS or

are available only through payment by the reemployed teacher of the full cost of such insurances. In addition, insurance eligibility for reemployed teaches who work part-time shall be governed by Article 13.01.

c. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that school year without the need for compliance with O.R.C. Sections 3319.11 and 3319.111. Reemployed teachers will be evaluated pursuant to Article 8.09.

d. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.

e. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article 6.

f. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.

g. Subject to these provisions, reemployed teachers are part of the bargaining unit.

h. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

i. The MTEA president shall be notified in any reemployment situation. No more than five (5) reemployed teachers shall be employed at any one time.

j. Non-retired teaching staff will have priority on all supplemental contracts.

k. Reemployed teachers are not eligible for tuition reimbursement.

l. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the ORC with which they are in conflict, including but not limited to, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.12, 3319.141, 3319.17, Chapter 3307, 3313.202, 3317.13 and 3317.14.

12.06 – Direct Deposit

All employees shall be required to utilize direct deposit.

ARTICLE 13- FRINGE BENEFITS

13.01 Health Insurance Eligibility and Coverage
13.02 Dental Insurance Eligibility and Coverage
13.03 Vision Insurance Eligibility and Coverage
13.04 Life Insurance Eligibility and Coverage
13.05 STRS Annuitized Pick Up
13.06 Severance Pay
13.07 125 Plan
13.08 Super Severance
13.09 Tuition Reimbursement

13.01 - Health Insurance Eligibility and Coverage

A. The Board will continue to offer three health insurance options substantially similar to the PPO, High Deductible Health Savings Account (HSA) and Minimum Value insurance plans currently offered to eligible staff members.

B. All members working thirty-five (35) hours per week or more shall receive the current health insurance or equivalent with the Board paying 100% of the single and family premiums. Any employee newly hired to the District on or after September 1, 1992 shall pay 18% of the single or family premium. Any employee working less than thirty-five (35) hours per week and hired prior to the start of the 1984-85 school year shall continue to receive this health insurance coverage with the Board paying 100% of the premium.

C. All employees hired before July 1, 2013 and working at least twenty-five (25) hours per week but not more than thirty (30) hours per week shall receive the above health insurance with the Board paying 5/7 of the premium of the single or family premium.

D. The insurance review committee will be recognized by the Board and the MTEA. Its primary function will be to study, investigate and monitor the administration of group policies offered to employees by the Board. The major areas of responsibility will be claims analysis and monitoring benefit plan, benefit plan design, and general welfare and protection of all staff members covered by the program. The Board shall appoint six (6) members to the committee and the MTEA and MTNCEA shall each appoint up to three (3) representatives to serve on the committee. The term of each member will be at the pleasure of each appointing group.

Whenever the Board considers changing insurance plans or the committee recommends a change to the Board, the committee will screen the different plans and make recommendations to the Board.

Health insurance will be discussed on an annual basis with the district insurance committee. Recommendations of the committee will be presented to the Board of Education.

E. The insurance coverage excludes illness or injury that would entitle the covered person to any benefits under a Workers' Compensation Act or similar legislation, or related to any work for wages or profit if Workers' Compensation coverage was available but not purchased.

F. Notwithstanding the above, and except as designated in paragraph D., above, the Board shall comply with the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2014, or any other federal or state-mandated health care act. Should the PPACA be repealed or changed in such a way that affects the health insurance provisions in this Agreement, the parties agree to meet to negotiate and discuss the impact.

13.02 - Dental Insurance Eligibility and Coverage

The Board will provide a dental plan with the Board paying an amount equal to 100% of the single premium rate for all employees working at least twenty-five (25) hours per week.

3.03 - Vision Insurance Eligibility and Coverage

The Board will provide a vision plan with the Board paying an amount equal to 100% of the single premium rate for all employees working at least twenty-five (25) hours per week.

13.04 - Life Insurance Eligibility and Coverage

Life insurance in the amount of $50,000.00 per member will be paid by the Board for all employees working at least three (3) hours and forty-five (45) minutes per day or more and are assigned a work calendar.

13.05 - STRS Annuitized Pick Up

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid. The procedure shall be as follows:

The Board shall designate each teacher's mandatory contribution to the State Teacher Retirement System of Ohio as "picked up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up", nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board, except administrative costs necessary to implement this program.

The members of the bargaining unit acknowledge the Board is not liable as the result of the implementation of this program and that the employee shall assume any liability as the result of an adverse ruling by the Internal Revenue Service. If there is an adverse determination by the courts or the Internal Revenue Service, this pick-up provision shall become null and void.

13.06 - Severance Pay

The Board shall provide severance pay to members of the bargaining unit upon their retirement from the District who meet the following conditions:

1. Ten (10) years of service in the Miami Trace Local School District.
2. Participation in and receipt of benefits from STRS at the time of retirement from the District.

The maximum payment which shall be made shall be 30% of the accumulated and unused sick leave of the retiree.

Such payment shall be based on the member's daily rate of pay at the time of retirement. Payment of severance pay shall eliminate all sick leave credit accrued by the retiree.

If an employee has submitted his/her resignation for the purpose of retirement and has been Board approved prior to May 1, the employee may utilize one (1) unexpected day of sick leave in May without jeopardizing their maximum sick leave balance. This absence requires a doctor’s note.

In the event a member dies before retiring as an employee of the Board, and at the time of death met the eligibility requirement for severance pay, the board shall make the severance payment called for by this provision directly to the deceased employee's estate.

13.07 - 125 Plan

Employees will be eligible to participate in a Plan provided by the Board operating within the guidelines of the Internal Revenue Service 125 Plan. Tax-free reimbursement for qualified expenses related to employee premiums for medical, dental, cancer and supplemental insurance shall be included in the Plan. The Board shall retain the services of a third party administrator to oversee and administer the Plan. The Board shall initiate this Plan as soon as the third party administrator can properly set up and begin to implement the Plan. This Plan will be available to employees as long as it is made available by the IRS or until such time as it is negotiated to be removed from the agreement.

All employees will be given the opportunity to participate in the Plan during open enrollment, or at the time of their initial employment.

13.08 - Super Severance

In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first becomes eligible to retire with reduced benefits until the first time he/she is eligible to retire with unreduced benefits through STRS, which includes total years of service from any other public retirement system, he/she will receive a lump sum payment of $10,000 plus severance pay as provided in the contract, so long as that employee has been an employee of Miami Trace Local School District for the prior ten (10) years. The last time an employee is eligible to receive the super severance is the first year he/she becomes eligible for unreduced benefits.

Eligibility to retire is defined by STRS.

Payment pursuant to this provision shall be made on the first pay following the resignation date after approved by the board of education.

In order to receive super severance, an eligible employee must submit his/her resignation of employment for retirement purposes by March 15 of the school year he/she is first eligible to retire and retire through STRS at the end of that school year.

13.09 - Tuition Reimbursement

A. The Board will have a fund in the amount of $40,000 for each school year. Half the funds shall be made available from July 1 through December 31 and the second half shall be available from January 1 through June 30. Any money not distributed in the first half year shall roll over into the next half year, but shall not roll over into the next school year. Teachers applying for reimbursement shall be reimbursed twice a year at the following rates as long as money remains in the fund:

Up to $300 per semester hour to a maximum of twelve (12) hours per school year.

1. For the purposes of this section, the school year shall be defined as July 1 through June 30. For the purposes of distribution, the half shall begin July 1 and January 1. Eligibility of funds shall be determined as of the start date of the class during the particular half., e.g., if a teacher's class begins August 1, he/she is eligible for the funds for the July 1 half.

B. In order to be eligible for reimbursement, the semester hours must meet the following qualifications:

1. Course work which is necessary for the employee to renew and retain current certification/licensure, or

2. Course work which is part of a planned program for additional educational certification/licensure, or

3. Other course work approved in advance by the Superintendent.

C. Procedure for Tuition Reimbursement

1. For the purpose of this Section only the definition of "school year" shall be from July 1 to June 30.

2. Applicants must apply for approval of reimbursement to the Superintendent's office, and notice of approval or disapproval shall be given to the applicant within fifteen (15) days of the application. Approval for a class that starts between January 1 – June 30 must be submitted by June 15 of that year. Approval for a class that starts between July 1 – December 31 must be submitted by December 1 of that year.

   Any change in courses or timing requires a new submission of the tuition reimbursement form which resets the process for reimbursement.

3. Applications shall be in writing on the proper form (Exhibit "C"), and submitted to the Superintendent.

4. Applications for reimbursement will be processed in the order they are received in the office of the Treasurer until the funds appropriated for a particular school year are exhausted.

5. Approved applications for reimbursement must be received by the treasurer's department within 30 days of receipt of a passing final grade report.

6. Reimbursement of approved course work shall be made within thirty (30) days following submission of successful completion of the course with a grade report or certified transcript and receipt of payment.

7. The applicant must be an employee of the Board at the time of enrollment and at the time that reimbursement is due.

8. The Treasurer will notify the Association President when the annual maximum for the District has been expended.

9. If a teacher leaves Miami Trace School District within one year of payment for additional classes, 100% of the tuition reimbursement monies paid to that teacher must be repaid to the Board prior to the end of the teacher's employment. Should the teacher fail to make such payment, the Board may attach and withhold any wages or salary due to the teacher for such repayment. Special consideration to waive the requirement to repay the Board could be given by the Superintendent if a teacher has cause to leave

the district beyond the control or intent of the teacher (for example; spouse's relocation to another state).

10. Applications may be submitted the semester before the class starts.

ARTICLE 14 - HEALTH AND SAFETY

The Board shall provide employees with a safe and healthy place to work in accordance with Chapter 4167, Ohio Revised Code.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

A. A copy of this agreement shall be provided to the Association President in pdf format and made available for him/her to distribute electronically.

B. District Liaison Meeting - At the request of the Association President or designee, the Superintendent or designee shall meet with the Association President once a month to discuss matters of concern to the members of the bargaining unit, unless agreed upon by both parties to meet quarterly.

C. If mandatory requirements of ESSA (Every Student Succeeds Act) causes changes in conditions of employment for members of the bargaining unit, at the request of either party, negotiations shall reopen on this issue. Negotiations shall be conducted in accordance with Article 2 of this contract.

D. The implementation of ESSA will be facilitated by the building level teams (BLT) and district level team (DLT).

E. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties.

ARTICLE 16 – TERM

This contract shall become effective July 1, 2025 and expire June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 14th day of April, 2025.

WITNESSED:

FOR THE MIAMI TRACE LOCAL SCHOOL BOARD OF EDUCATION

David D. Miller I, Board President

Kim Pittser, Superintendent

Cari May, Treasurer/CFO

FOR THE MIAMI TRACE EDUCATION ASSOCIATION OEA/NEA

Melissa Steele, MTEA President

Wilson McCoy, MTEA Vice President

Andrea Garland, MTEA Treasurer

Alex DeWitt, MTEA Secretary

Exhibit A

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

_____

Initiated on Level

State of Grievance:

What part of the definition of the grievance is violated?
Set forth the language and source violated. (Section A, Item 2)

_____

Action Requested: _____

_____

_____

_____

_____

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

_____
Grievant

Exhibit B

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision (Principal) _____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or MTEA Representative*

LEVEL TWO (Formal) Decision (Superintendent) _____

_____

_____

_____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or MTEA Representative*

LEVEL THREE (Formal) Decision (Arbitrator)

_____

_____

_____

Date _____ Signature _____
Administrative Representative

Signature _____
Aggrieved and/or MTEA Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGE AS NECESSARY.

*Signatures of the aggrieved and/or MTEA Representative indicates only receipt and not necessarily agreement with the decision.

EXHIBIT C

MIAMI TRACE LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT APPLICATION

320
Treasurer's Dept:
Date: _____
Time: _____

PERSONAL INFORMATION

NAME _____ DATE OF REQUEST _____

ADDRESS _____

TELEPHONE NUMBER _____

CURRENT ASSIGNMENT _____ BUILDING _____

COURSE INFORMATION

TITLE OF COURSE _____ COURSE NUMBER _____

EDUCATIONAL INSTITUTION _____

ADDRESS _____

PHONE NUMBER _____ NUMBER OF CREDIT HOURS _____

START DATE OF COURSE _____ END DATE OF COURSE _____

BRIEF COURSE DESCRIPTION _____

_____

_____

_____

APPLICATION APPROVALS

SUPERINTENDENT _____ DATE _____

TREASURER _____ DATE _____

FISCAL SERVICES SPECIALIST: MONEY AVAILABLE? ☐ YES ☐ NO INITIALS _____

REIMBURSEMENT APPROVAL

TREASURER _____ DATE _____

Receipt of payment and copy of grade report or official transcript must be submitted to the Treasurer's Department upon completion of the course. It is the employee's responsibility to submit official transcripts to the Superintendent's Office.

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

2025-2026 Certified Salary Schedule

$ 46,413	0.0175
BASE SALARY	SALARY INDEX

EXPERIENCE	BACHELOR'S	5-YEAR	MASTERS	MASTERS +15	MASTERS +30	SPEECH THERAPIST
0	$ 46,413	$ 51,054	$ 55,696	$ 60,337	$ 64,978	$ 60,337
1	$ 47,225	$ 51,867	$ 56,508	$ 61,149	$ 65,791	$ 61,149
2	$ 48,038	$ 52,679	$ 57,320	$ 61,962	$ 66,603	$ 61,962
3	$ 48,850	$ 53,491	$ 58,132	$ 62,774	$ 67,415	$ 62,774
4	$ 49,662	$ 54,303	$ 58,945	$ 63,586	$ 68,227	$ 63,586
5	$ 50,474	$ 55,116	$ 59,757	$ 64,398	$ 69,040	$ 64,398
6	$ 51,287	$ 55,928	$ 60,569	$ 65,210	$ 69,852	$ 65,210
7	$ 52,099	$ 56,740	$ 61,381	$ 66,023	$ 70,664	$ 66,023
8	$ 52,911	$ 57,552	$ 62,194	$ 66,835	$ 71,476	$ 66,835
9	$ 53,723	$ 58,365	$ 63,006	$ 67,647	$ 72,288	$ 67,647
10	$ 54,535	$ 59,177	$ 63,818	$ 68,459	$ 73,101	$ 68,459
11	$ 55,348	$ 59,989	$ 64,630	$ 69,272	$ 73,913	$ 69,272
12	$ 56,160	$ 60,801	$ 65,443	$ 70,084	$ 74,725	$ 70,084
13	$ 56,972	$ 61,613	$ 66,255	$ 70,896	$ 75,537	$ 70,896
14	$ 57,784	$ 62,426	$ 67,067	$ 71,708	$ 76,350	$ 71,708
15	$ 58,597	$ 63,238	$ 67,879	$ 72,521	$ 77,162	$ 72,521
16	$ 59,409	$ 64,050	$ 68,691	$ 73,333	$ 77,974	$ 73,333
17	$ 60,221	$ 64,862	$ 69,504	$ 74,145	$ 78,786	$ 74,145
18	$ 61,033	$ 65,675	$ 70,316	$ 74,957	$ 79,599	$ 74,957
19	$ 61,846	$ 66,487	$ 71,128	$ 75,769	$ 80,411	$ 75,769
20	$ 62,658	$ 67,299	$ 71,940	$ 76,582	$ 81,223	$ 76,582
21	$ 63,470	$ 68,111	$ 72,753	$ 77,394	$ 82,035	$ 77,394
22	$ 64,282	$ 68,924	$ 73,565	$ 78,206	$ 82,847	$ 78,206
23	$ 65,094	$ 69,736	$ 74,377	$ 79,018	$ 83,660	$ 79,018
24	$ 65,907	$ 70,548	$ 75,189	$ 79,831	$ 84,472	$ 79,831
25	$ 66,719	$ 71,360	$ 76,002	$ 80,643	$ 85,284	$ 80,643
26	$ 67,531	$ 72,172	$ 76,814	$ 81,455	$ 86,096	$ 81,455
27	$ 68,343	$ 72,985	$ 77,626	$ 82,267	$ 86,909	$ 82,267
28	$ 69,156	$ 73,797	$ 78,438	$ 83,080	$ 87,721	$ 83,080
29	$ 71,592	$ 76,234	$ 80,875	$ 85,516	$ 90,158	$ 85,516
30	$ 72,405	$ 77,046	$ 81,687	$ 86,328	$ 90,970	$ 86,328

Steps 29 & 30 were negotiated changes and do not follow the 0.0175 salary index progression.

2026-2027 Certified Salary Schedule

$ 47,806	0.0175
BASE SALARY	SALARY INDEX

EXPERIENCE	BACHELOR'S	5-YEAR	MASTERS	MASTERS +15	MASTERS +30	SPEECH THERAPIST
0	$ 47,806	$ 52,586	$ 57,367	$ 62,147	$ 66,928	$ 62,147
1	$ 48,642	$ 53,423	$ 58,203	$ 62,984	$ 67,764	$ 62,984
2	$ 49,479	$ 54,259	$ 59,040	$ 63,820	$ 68,601	$ 63,820
3	$ 50,315	$ 55,096	$ 59,876	$ 64,657	$ 69,438	$ 64,657
4	$ 51,152	$ 55,932	$ 60,713	$ 65,494	$ 70,274	$ 65,494
5	$ 51,989	$ 56,769	$ 61,550	$ 66,330	$ 71,111	$ 66,330
6	$ 52,825	$ 57,606	$ 62,386	$ 67,167	$ 71,947	$ 67,167
7	$ 53,662	$ 58,442	$ 63,223	$ 68,003	$ 72,784	$ 68,003
8	$ 54,498	$ 59,279	$ 64,059	$ 68,840	$ 73,621	$ 68,840
9	$ 55,335	$ 60,115	$ 64,896	$ 69,677	$ 74,457	$ 69,677
10	$ 56,172	$ 60,952	$ 65,733	$ 70,513	$ 75,294	$ 70,513
11	$ 57,008	$ 61,789	$ 66,569	$ 71,350	$ 76,130	$ 71,350
12	$ 57,845	$ 62,625	$ 67,406	$ 72,186	$ 76,967	$ 72,186
13	$ 58,681	$ 63,462	$ 68,242	$ 73,023	$ 77,804	$ 73,023
14	$ 59,518	$ 64,298	$ 69,079	$ 73,860	$ 78,640	$ 73,860
15	$ 60,354	$ 65,135	$ 69,916	$ 74,696	$ 79,477	$ 74,696
16	$ 61,191	$ 65,972	$ 70,752	$ 75,533	$ 80,313	$ 75,533
17	$ 62,028	$ 66,808	$ 71,589	$ 76,369	$ 81,150	$ 76,369
18	$ 62,864	$ 67,645	$ 72,425	$ 77,206	$ 81,987	$ 77,206
19	$ 63,701	$ 68,481	$ 73,262	$ 78,043	$ 82,823	$ 78,043
20	$ 64,537	$ 69,318	$ 74,099	$ 78,879	$ 83,660	$ 78,879
21	$ 65,374	$ 70,155	$ 74,935	$ 79,716	$ 84,496	$ 79,716
22	$ 66,211	$ 70,991	$ 75,772	$ 80,552	$ 85,333	$ 80,552
23	$ 67,047	$ 71,828	$ 76,608	$ 81,389	$ 86,169	$ 81,389
24	$ 67,884	$ 72,664	$ 77,445	$ 82,226	$ 87,006	$ 82,226
25	$ 68,720	$ 73,501	$ 78,282	$ 83,062	$ 87,843	$ 83,062
26	$ 69,557	$ 74,338	$ 79,118	$ 83,899	$ 88,679	$ 83,899
27	$ 70,394	$ 75,174	$ 79,955	$ 84,735	$ 89,516	$ 84,735
28	$ 71,230	$ 76,011	$ 80,791	$ 85,572	$ 90,352	$ 85,572
29	$ 73,740	$ 78,521	$ 83,301	$ 88,082	$ 92,862	$ 88,082
30	$ 74,577	$ 79,357	$ 84,138	$ 88,918	$ 93,699	$ 88,918

Steps 29 & 30 were negotiated changes and do not follow the 0.0175 salary index progression.

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2025 through June 30, 2026
Supplemental Index Factor: $ 38,022

EXPERIENCE	0	1-2	3-4	5+
LEVEL I	**$ 6,045**	**$ 7,148**	**$ 7,794**	**$ 8,669**
Assistant HS Athletic Director				
Strength & Conditioning Coach				
Head Football Coach				
Head Basketball Coach (Boys-1, Girls-1)				
Head Wrestling Coach				
Marching Band Director				
Multi-Media Director				
LEVEL II	**$ 4,563**	**$ 4,867**	**$ 5,171**	**$ 5,475**
Head Baseball Coach				
Head Soccer Coach (Boys-1, Girls-1)				
Head Softball Coach				
Head Track Coach (Boys-1, Girls-1)				
Head Volleyball Coach				
LEVEL III	**$ 3,574**	**$ 3,878**	**$ 4,182**	**$ 4,487**
Head Bowling Coach (Boys - 1, Girls - 1)				
Head Swim Coach				
Head Gymnastics Coach				
Head Cross Country Coach				
Head Golf Coach (Boys - 1, Girls - 1)				
Head Tennis Coach (Boys - 1, Girls - 1)				
Head Cheerleader Coach (Fall - 1, Winter - 1)				
Assistant Strength & Conditioning Coach				
Assistant HS Basketball Coach (Boys -1, Girls - 1)				
Assistant HS Football Coach (6)				
Assistant HS Wrestling Coach (2)				
Football Equipment Manager				
Jr. Varsity Basketball Coach (Boys - 1, Girls - 1)				
Assistant Marching Band Director				
HS Musical Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2025 through June 30, 2026
Supplemental Index Factor: $ 38,022

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL IV	**$ 3,080**	**$ 3,384**	**$ 3,688**	**$ 3,992**
Freshman Football Coach				
Freshman Basketball Coach (Boys - 1, Girls - 1)				
Assistant HS Baseball Coach				
Assistant HS Softball Coach				
Assistant HS Soccer Coach (Boys -1, Girls -1)				
Assistant HS Track Coach (3)				
Jr. Varsity Baseball Coach				
Jr. Varsity Softball Coach				
Assistant HS Volleyball Coach				
Yearbook Advisor				
Assistant Multi-Media Director				
LEVEL V	**$ 2,053**	**$ 2,357**	**$ 2,662**	**$ 2,966**
K-8 ELA/Math Grade Level Leaders (18)				
HS Department Chairpersons - English, Math, Social Studies, Science (1 per subject)				
Elementary Science, Social Studies Building Leaders (1 per subject)				
MS Science, Social Studies Building Leaders (1 per subject)				
Elementary Specials Leader				
Special Education Building Leaders (3)				
Head Jr. High Football Coach				
7th Grade Basketball Coach (Boys - 1, Girls - 1)				
8th Grade Basketball Coach (Boys - 1, Girls - 1)				
Head Jr. High Wrestling Coach				
Freshman Volleyball Coach				
Assistant Yearbook Advisor				
Class Play Advisor				
Instrumental Music Director				
Vocal Music Director				
MS Musical Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2025 through June 30, 2026
Supplemental Index Factor: $ 38,022

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL VI	**$ 1,559**	**$ 1,863**	**$ 2,167**	**$ 2,471**
Assistant Freshman Football Coach				
Head Jr. High Track Coach				
Assistant Jr. High Wrestling Coach				
7th Jr. High Volleyball Coach				
8th Jr. High Volleyball Coach				
Jr. High Soccer Coach (Boys - 1, Girls - 1)				
Jr. High Cross Country Coach				
Jr. High Cheerleader Coach (Fall - 1, Winter - 1)				
Assistant Jr. High Football Coach (4)				
Assistant HS Cheerleader Coach (Fall - 1, Winter - 1)				
Senior Class Advisor				
National Honors Society (NHS) Advisor				
Marching Band Technicians (3)				
LEVEL VII	**$ 1,141**	**$ 1,445**	**$ 1,749**	**$ 1,977**
Assistant Golf Coach (Boys - 1, Girls - 1)				
Assistant Swim Coach				
Assistant Jr. High Track Coach (4)				
7th Grade Baseball Coach				
8th Grade Baseball Coach				
7th Grade Softball Coach				
8th Grade Softball Coach				
Building Level Student Government (1 per building)				
Academic Team Competition Advisor				
Prom Advisor (2)				
Assistant HS Musical Director				
Assistant MS Athletic Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2025 through June 30, 2026
Supplemental Index Factor: $ 38,022

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL VIII	**$ 798**	**$ 1,103**	**$ 1,407**	**$ 1,711**
HS Department Chairpersons - Health/PE (1), World Language (1)				
Resident Educator Mentor (REM)				
Mock Trial Advisor				
MS Instrumental Director				
MS Vocal Director				
Assistant HS Instrumental Director				
Assistant HS Class Play Advisor				
LEVEL IX	**$ 380**	**$ 684**	**$ 989**	**$ 1,293**
Non-Resident Educator Mentor				
HS Extended Day Monitor				
American Field Service (AFS) Advisor				
Art Club Advisor				
Dramatic Arts Advisor				
French Club Advisor				
HS Class Advisor (Freshman - 1, Sophomore - 1, Junior -1)				
Key Club Advisor				
MS Book Club Advisor				
Science Club Advisor				
Spanish Club Advisor				
Elementary Vocal Music Director (2)				
Assistant MS Musical Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2026 through June 30, 2027
Supplemental Index Factor: $ 39,162

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL I	**$ 6,227**	**$ 7,363**	**$ 8,028**	**$ 8,929**
Assistant HS Athletic Director				
Strength & Conditioning Coach				
Head Football Coach				
Head Basketball Coach (Boys-1, Girls-1)				
Head Wrestling Coach				
Marching Band Director				
Multi-Media Director				
LEVEL II	**$ 4,699**	**$ 5,013**	**$ 5,326**	**$ 5,639**
Head Baseball Coach				
Head Soccer Coach (Boys-1, Girls-1)				
Head Softball Coach				
Head Track Coach (Boys-1, Girls-1)				
Head Volleyball Coach				
LEVEL III	**$ 3,681**	**$ 3,995**	**$ 4,308**	**$ 4,621**
Head Bowling Coach (Boys - 1, Girls - 1)				
Head Swim Coach				
Head Gymnastics Coach				
Head Cross Country Coach				
Head Golf Coach (Boys - 1, Girls - 1)				
Head Tennis Coach (Boys - 1, Girls - 1)				
Head Cheerleader Coach (Fall - 1, Winter - 1)				
Assistant Strength & Conditioning Coach				
Assistant HS Basketball Coach (Boys -1, Girls - 1)				
Assistant HS Football Coach (6)				
Assistant HS Wrestling Coach (2)				
Football Equipment Manager				
Jr. Varsity Basketball Coach (Boys - 1, Girls - 1)				
Assistant Marching Band Director				
HS Musical Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2026 through June 30, 2027
Supplemental Index Factor: $ 39,162

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL IV	**$ 3,172**	**$ 3,485**	**$ 3,799**	**$ 4,112**
Freshman Football Coach				
Freshman Basketball Coach (Boys - 1, Girls - 1)				
Assistant HS Baseball Coach				
Assistant HS Softball Coach				
Assistant HS Soccer Coach (Boys -1, Girls -1)				
Assistant HS Track Coach (3)				
Jr. Varsity Baseball Coach				
Jr. Varsity Softball Coach				
Assistant HS Volleyball Coach				
Yearbook Advisor				
Assistant Multi-Media Director				
LEVEL V	**$ 2,115**	**$ 2,428**	**$ 2,741**	**$ 3,055**
K-8 ELA/Math Grade Level Leaders (18)				
HS Department Chairpersons - English, Math, Social Studies, Science (1 per subject)				
Elementary Science, Social Studies Building Leaders (1 per subject)				
MS Science, Social Studies Building Leaders (1 per subject)				
Elementary Specials Leader				
Special Education Building Leaders (3)				
Head Jr. High Football Coach				
7th Grade Basketball Coach (Boys - 1, Girls - 1)				
8th Grade Basketball Coach (Boys - 1, Girls - 1)				
Head Jr. High Wrestling Coach				
Freshman Volleyball Coach				
Assistant Yearbook Advisor				
Class Play Advisor				
Instrumental Music Director				
Vocal Music Director				
MS Musical Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE July 1, 2026 through June 30, 2027

Supplemental Index Factor: $ 39,162

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL VI	**$ 1,606**	**$ 1,919**	**$ 2,232**	**$ 2,546**
Assistant Freshman Football Coach				
Head Jr. High Track Coach				
Assistant Jr. High Wrestling Coach				
7th Jr. High Volleyball Coach				
8th Jr. High Volleyball Coach				
Jr. High Soccer Coach (Boys - 1, Girls - 1)				
Jr. High Cross Country Coach				
Jr. High Cheerleader Coach (Fall - 1, Winter - 1)				
Assistant Jr. High Football Coach (4)				
Assistant HS Cheerleader Coach (Fall - 1, Winter - 1)				
Senior Class Advisor				
National Honors Society (NHS) Advisor				
Marching Band Technicians (3)				
LEVEL VII	**$ 1,175**	**$ 1,488**	**$ 1,801**	**$ 2,036**
Assistant Golf Coach (Boys - 1, Girls - 1)				
Assistant Swim Coach				
Assistant Jr. High Track Coach (4)				
7th Grade Baseball Coach				
8th Grade Baseball Coach				
7th Grade Softball Coach				
8th Grade Softball Coach				
Building Level Student Government (1 per building)				
Academic Team Competition Advisor				
Prom Advisor (2)				
Assistant HS Musical Director				
Assistant MS Athletic Director				

EXHIBIT H

MIAMI TRACE LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE July 1, 2026 through June 30, 2027
Supplemental Index Factor: $ 39,162

EXPERIENCE	**0**	**1-2**	**3-4**	**5+**
LEVEL VIII	**$ 822**	**$ 1,136**	**$ 1,449**	**$ 1,762**
HS Department Chairpersons - Health/PE (1), World Language (1)				
Resident Educator Mentor (REM)				
Mock Trial Advisor				
MS Instrumental Director				
MS Vocal Director				
Assistant HS Instrumental Director				
Assistant HS Class Play Advisor				
LEVEL IX	**$ 392**	**$ 705**	**$ 1,018**	**$ 1,332**
Non-Resident Educator Mentor				
HS Extended Day Monitor				
American Field Service (AFS) Advisor				
Art Club Advisor				
Dramatic Arts Advisor				
French Club Advisor				
HS Class Advisor (Freshman - 1, Sophomore - 1, Junior -1)				
Key Club Advisor				
MS Book Club Advisor				
Science Club Advisor				
Spanish Club Advisor				
Elementary Vocal Music Director (2)				
Assistant MS Musical Director				

EXHIBIT I Memorandum of Understanding Attendance Incentive Payment

These parties will collectively be referred to as the "Parties." WHEREAS, the District and the MTEA have executed a collective bargaining agreement ("CBA") effective from July 1, 2025 to June 30, 2027; and WHEREAS, the Parties desire to enter into an Attendance MOU on a trial basis.

NOW THEREFORE BE IT RESOLVED THAT, in exchange for mutual promises contained below, the parties agree as follows:

1. Eighty percent (80%) of any savings from the three-year historical average amount spent on substitute teachers in FY22, FY23 and FY24 ($326,412.68) will be distributed among certified bargaining unit members with attendance of 97% or better. The attendance rate calculation will not include professional leave, personal leave and/or jury duty.

2. The intent of the parties is that this Attendance MOU will improve attendance in the District.

3. This MOU automatically expires at the end of the 2025-2026 school year on June 30, 2026. The parties may mutually agree to extend the MOU. If the MOU is extended, the District may terminate the MOU at the conclusion of that school year.

4. When considering whether to extend the MOU, the District will review attendance data to determine if the MOU resulted in a sufficient and meaningful improvement in attendance.

5. This MOU constitutes the full and complete understanding of the Parties concerning this subject matter, and any amendments or modifications must be in writing signed by the parties.

This Agreement shall be effective July 1, 2025. IN WITNESS WHEREOF, the duly authorized representative of the MIAMI TRACE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the MIAMI TRACE EDUCATION ASSOCIATION have executed this Agreement on the dates opposite their signatures.

MTEA President — Date: 4-14-25

Superintendent — Date: 4-14-25