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Negotiated Agreement

Between the

Miamisburg Classroom Members' Association

And the

Miamisburg City School District

Board of Education

July 1, 2025 – June 30, 2027

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Important Dates and Information

September 1 – First possible date for formal and informal observations. Those members being evaluated on the OTES model should have at least one formal and one informal observation before the end of the 1st Semester and one formal and informal observation before the end of the 2nd Semester.

September 15 – Last date for applying for continuing contract status

October 5 – Last date for registering for the Sick Leave Bank or to request removal from Sick Leave Bank. Removal must be submitted, in writing, to the Treasurer's office.

October 15 – Last date for submitting any "Option 2" Professional Development Proposals

October-November time frame – Open Enrollment for Health and Dental Insurance

November – May – Payroll deductions for MCTA dues

January 1 – New coverage year for insurance begins

February 1 – Last date for retirees who wish to be rehired to submit their written intent to do so to the Director of Human Resources

March 1 – Last date for the district to respond with its intent to honor or deny retirees request to be rehired

April 30 – Last date for requesting consideration for transfer or reassignment

May 1 – Last date for OTES observations.

May 10 - Members evaluated under the OTES model shall be provided a copy of the final formal written evaluation report.

May 15 – Begin date for submitting any "Option 2" Professional Development Proposals for the upcoming school year

July 1 – Last date for renewal of supplemental contract holders receiving satisfactory evaluations

Member Employee Self Service:
Any sick leave, personal leave or professional usage should be recorded in Employee Self Service no more than three days following the absence(s). See Article XVII, Section A.

Supplemental Pays:
Supplemental Contracts are paid in November, February, and May and will be paid at a normal pay period/paycheck.
Extended Service Contracts are paid in August and June.
Attendance Incentive is paid in February and June.

See Article XX

MIAMISBURG CITY SCHOOLS

FY 2025-26 Salary Schedule

2% Increase

Step	B	150	M	M+15	M+30
0	$46,410	$49,209	$51,942	$52,852	$56,100
1	$48,452	$51,074	$54,040	$54,949	$58,138
2	$49,979	$52,945	$56,133	$57,043	$61,201
3	$52,021	$55,038	$58,458	$59,368	$63,238
4	$53,548	$57,135	$60,779	$61,693	$64,770
5	$56,100	$59,233	$63,104	$64,018	$67,318
6	$57,632	$61,554	$65,656	$66,566	$68,617
7	$59,669	$63,925	$68,209	$69,118	$71,170
8	$62,222	$66,250	$70,761	$71,671	$73,722
9	$64,259	$68,798	$73,309	$74,224	$76,270
10	$66,812	$71,351	$75,862	$76,771	$79,050
11	$68,390	$73,903	$78,414	$79,324	$81,830
12	$70,942	$76,456	$80,967	$81,877	$84,610
13	$73,490	$79,008	$83,515	$84,429	$87,390
14	$76,043	$81,556	$86,067	$86,982	$90,170
15	$76,043	$81,556	$86,067	$86,982	$90,170
16	$76,864	$82,833	$87,344	$88,253	$91,558
17	$76,864	$82,833	$87,344	$88,253	$91,558
18	$77,686	$84,109	$88,620	$89,530	$92,950
19	$77,686	$84,109	$88,620	$89,530	$92,950
20	$78,962	$85,385	$89,896	$90,806	$94,361
21	$78,962	$85,385	$89,896	$90,806	$94,361
22	$80,234	$86,661	$91,172	$92,082	$95,725
23	$80,234	$86,661	$91,172	$92,082	$95,725
24	$81,515	$87,938	$92,449	$93,358	$97,141
25	$82,122	$88,550	$93,581	$94,862	$98,686
26	$83,640	$89,762	$95,108	$96,389	$100,213
27	$83,640	$89,762	$95,108	$96,389	$100,213
28	$84,661	$91,033	$96,129	$97,920	$102,000
29	$84,661	$91,033	$96,129	$97,920	$102,000
30	$86,188	$92,820	$98,176	$100,979	$105,058

MIAMISBURG CITY SCHOOLS

FY 2026-27 Salary Schedule

2% Increase

Step	B	150	M	M+15	M+30
0	$47,338	$50,193	$52,981	$53,909	$57,222
1	$49,421	$52,096	$55,121	$56,048	$59,301
2	$50,979	$54,003	$57,256	$58,183	$62,425
3	$53,061	$56,138	$59,627	$60,555	$64,503
4	$54,619	$58,278	$61,994	$62,927	$66,065
5	$57,222	$60,418	$64,366	$65,298	$68,664
6	$58,785	$62,785	$66,969	$67,897	$69,990
7	$60,863	$65,204	$69,573	$70,501	$72,593
8	$63,466	$67,575	$72,177	$73,104	$75,197
9	$65,544	$70,174	$74,775	$75,708	$77,796
10	$68,148	$72,778	$77,379	$78,307	$80,631
11	$69,758	$75,381	$79,983	$80,910	$83,467
12	$72,361	$77,985	$82,586	$83,514	$86,302
13	$74,960	$80,589	$85,185	$86,118	$89,138
14	$77,564	$83,187	$87,789	$88,721	$91,973
15	$77,564	$83,187	$87,789	$88,721	$91,973
16	$78,402	$84,489	$89,090	$90,018	$93,389
17	$78,402	$84,489	$89,090	$90,018	$93,389
18	$79,239	$85,791	$90,392	$91,320	$94,809
19	$79,239	$85,791	$90,392	$91,320	$94,809
20	$80,541	$87,093	$91,694	$92,622	$96,248
21	$80,541	$87,093	$91,694	$92,622	$96,248
22	$81,838	$88,395	$92,996	$93,924	$97,640
23	$81,838	$88,395	$92,996	$93,924	$97,640
24	$83,145	$89,696	$94,298	$95,226	$99,084
25	$83,765	$90,321	$95,453	$96,759	$100,660
26	$85,313	$91,557	$97,010	$98,317	$102,217
27	$85,313	$91,557	$97,010	$98,317	$102,217
28	$86,354	$92,854	$98,052	$99,879	$104,040
29	$86,354	$92,854	$98,052	$99,879	$104,040
30	$87,912	$94,676	$100,139	$102,998	$107,159

ARTICLE I - RECOGNITION AND NEGOTIATIONS

A. This Agreement is between the Miamisburg City School District Board of Education, hereinafter called the "Board", and the Miamisburg Classroom Members' Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter called the "Association".

B. The Board recognizes the Association as the sole and exclusive representative of the certified/licensed teaching staff. Certified/licensed teaching staff shall include all certified/licensed staff with the exception of the Superintendent, Assistant Superintendents, Deputy Superintendent, Directors, Principals, Assistant Principals, School Psychologists, Physical Therapists, Occupational Therapists, Dean of Students, Supervisors, Substitutes who are not entitled to regular member compensation and benefits under Board policy, Social Workers, and Athletic Director. Members of the bargaining unit shall be referred to as "member(s)" in the Agreement. The Association shall submit its membership list to the District Treasurer by November 1 of each school year.

C. Members have the right to join, participate in, and assist in the Association. However, membership shall not be a prerequisite for employment or continuation of employment of any member.

D. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding wages, hours, terms, and other conditions of employment of members, and the continuation, modification, or deletion of provisions of this Agreement.

E. **Procedures for Conducting Negotiations**

1. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party between ninety (90) and one hundred twenty days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith. Prior to the first bargaining session the parties shall determine the procedure(s) for negotiations and submit their suggestions for changes in the successor agreement, if necessary.

2. If during the term of this contract, both parties request to change the contract on any individual article(s), the dispute process in this contract will be utilized to resolve any disagreement. If no agreement is reached (after exhausting the dispute process), the procedure provided in Ohio Revised Code (ORC) 4117.14 shall be used.

3. If the parties agree to utilize an alternative impasse resolution procedure to that provided by the State Member Relations Board (SERB), the parties shall so inform the SERB at least fifty (50) days prior to the expiration of this Agreement.

4. If no alternative impasse resolution procedure is mutually agreed to by the parties, the procedure provided in ORC 4117.14 shall be used.

5. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.

F. **Validity**

1. Consistent with ORC 4117, this written Agreement supersedes state law. If any provision of this Agreement otherwise conflicts with law, only that provision shall be inoperative, and the remaining provisions hereof shall remain in effect.

2. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of a specific and express provision of this written Contract.

2. A "grievant" means the Association member adversely affected by an alleged violation of this Contract or the Association.

3. A "day" is an Association member workday during the regular school year or a weekday in the summer, exclusive of holidays.

4. If a grievant fails to file or appeal a grievance by the deadline specified in this procedure, the grievance shall be considered to be waived.

5. If an administrator fails to submit his written response or hold a meeting by the deadline specified in this Agreement, the grievant may appeal to the next step.

6. This grievance procedure is the exclusive remedy for any matter which could be presented by a member or the Association as a grievance under this Article; provided, however, that either party may seek to have an arbitration award enforced, modified, or vacated in accordance with ORC 2711.

B. Right of Representation

1. The aggrieved has the right of Association representation at all formal levels of the grievance procedure.

2. No reprisal shall be taken by either party against a person because of participation in the grievance process.

3. The Association shall have the right to be present at all formal grievance meetings, arbitration hearings, and shall have the right to be present at the adjustment of all grievances.

C. Filing

1. A grievance must be filed within twenty (20) days of the occurrence of the event or conditions on which the grievance is based.

2. A grievance should be filed with the appropriate administrator (that is, the administrator who can effectively grant the relief sought), but failure to do so shall not prejudice the grievant.

3. A grievance shall be filed using the authorized grievance form.

D. Step One - Informal

Before filing a written grievance, the grievant must discuss the matter with the appropriate administrator.

E. Step Two - Formal Administration

1. If the Step One discussion does not resolve the grievance, the grievant may file a written grievance, using the grievance form described, and said form shall contain a concise statement of the facts upon which the grievance is based, shall refer to the contract provisions allegedly violated, misinterpreted, or misapplied, and shall specify the date(s) of the alleged violation.

2. A copy of the completed form must be supplied to both the Superintendent and the Association.

3. The grievant may request a meeting with the appropriate administrator.

    1) Such meeting shall be conducted within five (5) days after the administrator receives such request.

    2) The grievant and the Association shall be advised in writing of the time, place, and date of such meeting.

4. The appropriate administrator shall give a written response to the stated grievance and relief sought.

    1) Said response shall be within five (5) days of receipt of the grievance form by the administrator, or, if a meeting is held, within five (5) days after the meeting.

    2) A copy shall be provided to the Association and the Superintendent.

    3) The response shall include action being taken regarding the grievance and the reason for such action.

F. Step Three - Superintendent

1. If the appropriate administrator in Step Two is not the Superintendent, the grievant, if not satisfied with the Step Two response may request the matter to be considered at a meeting with the Superintendent.

2. Such request shall be in writing by completing the appropriate sections of the grievance form and shall be filed with the Superintendent within five (5) days of the grievant's receipt of the Step Two response.

3. Said meeting shall be held within five (5) days of receipt of the written request.

4. The Superintendent shall take action regarding the matter within five (5) days of the meeting, complete the necessary sections of the grievance form, and provide said completed form to the Association.

5. The action taken and reason for same shall be included on the grievance form.

G. Step Four - Arbitration

1. In the event the grievance is not resolved at Step Three, the Association is entitled to demand arbitration.

2. The Association shall give the Board Treasurer notice of intent to demand arbitration within ten (10) days of receipt of the Superintendent's response to the Step Three meeting.

3. The demand for arbitration and selection of an arbitrator shall be addressed to the American Arbitration Association in keeping with its voluntary rules and regulations, except that either party may request a second list. On a second list, the Board and Association will determine the arbitrator using the alternate strike method.

4. All other procedures relative to the hearing shall be according to the rules and regulations of the American Arbitration Association.

5. The arbitrator shall conduct necessary hearing(s) promptly and issue the decision within such time as is agreed upon. Processing of grievances shall be during non-school hours except as otherwise approved by the Superintendent or Board of Education. Arbitration hearings shall be scheduled to start no earlier than 12:00 Noon.

6. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination. The decision of the arbitrator shall be in accordance with law and shall be binding on both the Board of Education and the Association.

7. The cost for the services of the arbitrator, including per diem fees, the cost of the hearing room, and a copy of a transcript for the arbitrator, if requested, will be shared equally by the Board and the Association.

8. Other expenses incurred in the arbitration process shall be the responsibility of the party so incurring the expense.

H. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent at Step Three.

2. All documents, communications, and reports dealing with the processing of a grievance will be filed separately from a grievant's personnel file.

3. The Association may withdraw a grievance at any time without prejudice.

4. No grievant shall be represented in the grievance process except by Association authorized representatives.

ARTICLE III - ASSOCIATION RIGHTS

The Association shall be granted the following exclusive member organization rights as the bargaining agent for members:

A. Use of school bulletin boards in the members' lounge or preparation area, school mail, e-mail, and members' mailboxes

B. Use of school buildings in accordance with regulations established by the Board.

C. Making brief announcements at faculty meetings.

D. Making brief announcements at the first general faculty meeting of the school year.

E. When committees are established as a result of negotiations, a statement will be written determining the selection of members of said committees.

F. The Association President and Vice President shall be provided with one (1) copy each of the Board meeting agendas at the same time they are sent to the administrative staff.

G. The Association President shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including the annual financial statement and adopted budget.

H. The Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Upon request of the Board or Administration, the Association shall provide all available information in its possession pertinent to collective bargaining or contract enforcement.

I. The Board shall make payroll deduction of Association dues and assessments in accordance with Article XVIII of this Agreement.

J. The Superintendent, District Treasurer, and three administrative designees, the President, Vice President, and three designated representatives of the Association will meet monthly at a mutually agreed upon time for the purpose of discussing program or policy matters of concern to either party. There will be monthly updates on district finances, curriculum, staffing (regular education, special education and special area), student needs, facilities, community relations**, building protocols/processes for student behavioral support,** and the continuous improvement process. An agenda will be forwarded to all parties prior to the meeting date each month. This group is hereafter referred to as the Labor Management Council (LMC).

K. Representatives of the Association shall, as a group, be granted a total of no more than twenty (20) days release time per year to attend the annual OEA Convention, meetings, conferences, or SERB hearings. The Board agrees to provide substitutes in their absence and continue their salary and benefits for those days. Request for said leave shall be made on the prescribed form and submitted to the Superintendent at least five (5) days in advance. Any additional days needed by the Association will be provided upon request with the knowledge that the Association will provide substitutes in their absence.

L. The Board shall provide the Association with the names of newly hired members and shall send the Association a copy of each notice of recall from layoff. The Board agrees to provide the Association President copies of the seniority list by November of each school year.

ARTICLE IV - NEW MEMBER RIGHTS

A. Each new member shall receive with his/her contract of employment a copy of the current agreement between the Board and the Association. The Association shall provide the copy of the Agreement.

B. Any member, new to the district will be required to attend the new member orientation program, not to exceed twenty-eight (28) hours. Of the twenty-eight (28) hours, twenty-one (21) hours (3 contractual days) shall be used for orientation prior to the start of the school year, with the remaining seven (7) hours to be allotted for further training outside of the contracted workdays. These seven (7) hours can be applied to the Option 2 PD day or LEU's for license renewal.

C. A member, new to the district, with less than two (2) years' experience in the ODE Resident Educator program is required to attend the new member training program (provided by the Board). This training shall be limited to an additional twenty-one (21) hours.

D. All members new to the district shall keep current all certificates/licenses (excluding any licenses such as Master Member or National Board Certification) held when hired. Failure to do so will void rights in Article XII B.

E. All members shall keep all certificates/licenses held. All members must maintain licenses in their current teaching position. Failure to do so will void rights in Article XII B and will void recall rights.

ARTICLE V - DISTRICT CHANGE PROCESS

As a part of the district Continuous Improvement Process and the ongoing needs assessment **proposals for change to** the educational program of the district may be identified. LMC will refer qualifying proposals to APPENDIX C **to initiate the change process.** LMC shall be notified of any proposed program changes that are being considered. After completing the APPENDIX C worksheet, the team building/department representatives of the change process will make a recommendation to the district LMC. After the LMC accepts the proposed change, the Superintendent may present the change to the Board of Education. The Change Process is designed to ensure a consistent process is in place to review major decisions affecting the educational program and delivery model, promote a collaborative process that responds to district needs while not impeding day to day operations, and decisions are made responsibly and expeditiously. The Change Process is not intended as a substitute for the bargaining process. Any recommended changes to the negotiated agreement should be handled through regular negotiations. An evaluation process should be established to determine effectiveness of any change. The Board maintains the authority to make a decision that is best for the students and the district as a whole, based on the consideration of educational goals along with financial, legal, and ethical considerations. Board authority to make the final decision is supported by Article XXVI, Sections 1 and 2 of this agreement and Board Policy GBB (Staff involvement in Decision Making). The process will not apply to state and federal mandates.

ARTICLE VI - PROFESSIONAL CONTRACTS

All members are responsible for maintaining appropriate credentials to fulfill contractual responsibilities prior to the start of the contractual year. Failure to do so may result in disciplinary actions and/or separation of employment from Miamisburg City Schools. Wages shall reflect appropriate credentials.

After September 1, 2007, all members should keep current all certificates/licenses. Failure to do so will void rights under Article XII B.

A. Additional Hours

Consideration for new contract status for pay purposes shall follow this procedure:

Each member who has completed training which would qualify him/her for a higher salary bracket shall notify the Human Resources Department in writing by September 15 or January 15 of any contract year. The Human Resources Department shall place the member in the proper salary bracket retroactive to the first pay, the thirteenth pay (on 24-pay cycle).

B. Contract Status: Non-tenured Staff

The contractual procedures for the employment and re-employment of non-tenured certificated/licensed members shall be as follows:

1. All members new to the District shall be granted a one (1) year limited contract.

2. All members who have successfully completed three (3) years (3 one-year limited contracts) of teaching in the District, and who have been recommended by the Superintendent, shall be granted a two (2) year limited contract.

3. All members who have successfully completed a two (2) year contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.

4. All members who have successfully completed a three (3) year limited contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.

5. The Board may interrupt the above sequence, upon the recommendation of the Superintendent, due to teaching deficiencies of a member which are listed on the evaluation form. The Board will grant not more than two (2) successive one (1) year probationary contracts. In granting a probationary contract, the following procedure will be utilized:

   The Superintendent/designee will notify, in writing, the member of his/her intent to recommend a one (1) year probationary contract before June 1. The written notice must also include the deficiencies of the member and the recommendation(s) for improvement.

   It is agreed that probationary contracts will be for only one (1) year in length. The Superintendent reserves the right to recommend a subsequent probationary one (1) year contract. Upon correction of the identified deficiencies, the bargaining unit member shall be returned to the limited contract sequence that was interrupted.

C. **Continuing Contracts**

1. Continuing contracts shall be issued in keeping with provisions of the Ohio Revised Code.

2. A member who expects to be eligible for continuing contract/tenure status as of April 1 of any school year, who is on a multi-year limited regular teaching contract, and who desires to be considered for continuing contract by the Board prior to June 1, shall give the Superintendent written notice of such intent between August 1 and September 15 of the year they desire to be considered. Before June 1, the Superintendent will give the member written notice whether or not he intends to recommend a continuing contract.

ARTICLE VII - PERSONNEL RECORD FILE

A. There will be established and maintained one (1) official file on all professional teaching members. This file will be maintained in the Central Administration Office and should be locked when not in use.

B. Personnel files are privileged information but shall be open to inspection to the individual member, administrative personnel of the District, the State Department of Education, and authorized representatives of the member, and others in accordance with applicable state and federal laws.

C. Any change in member status shall be made part of this record. (Change of residence, marital status, degrees, hours of credit, etc.)

D. The member concerned will receive a copy of all material before it is placed in his/her file (marked "member's copy").

E. All materials or correspondence placed in the file must be signed by the member. This indicates only that the member has seen the material and does not indicate agreement or disagreement with the content. Should a member refuse to sign, it shall be so noted on the material and placed in the file.

F. The member may write a statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file".

G. If a member has completed three (3) years of satisfactory performance following the placement of material in his/her personnel file critical of his/her competence, character or manner, the member may request that his/her file be reviewed by the member and administrator in charge of the personnel file and, upon mutual agreement, said material shall then be removed from the file and destroyed.

H. Anonymous materials shall not be placed in a member's file nor be made a matter of record.

I. Personnel record files shall include, but not be restricted to, the following:

1. Application for employment, including References,
2. Contract and Salary Status,
3. Valid Teaching Certificate/License,
4. Official Transcript(s),
5. Written Evaluation of Classroom Visitations,
6. Military Service and/or Previous Experience,
7. Letters of Commendation or Praise,
8. Awards for Professional or Civic Achievement.

J. A written document shall not be used in any forum, hearing, or procedure to adversely affect a member unless it is placed in his/her personnel file within one (1) year of the act, occurrence, or event to which the document relates.

ARTICLE VIII - DISCIPLINE, TERMINATION AND NON-RENEWAL

A. Disciplinary Action

1. No discipline shall be issued without just cause. ("discipline" shall not include non-renewal of a limited contract.)

2. An administrator shall send the member a copy of any disciplinary action at the time it is placed in his/her file. The member has a right to meet with the administrator issuing the disciplinary action within one week of receipt of the copy to discuss the reasons for its issuance. The member has the right to Association representation at all disciplinary meetings.

B. Intermediate Actions

1. Progressive discipline may include a verbal warning, letter(s) of reprimand, working suspension (with pay) for up to five (5) days and suspension without pay for up to five (5) days.

2. Any progressive discipline action may be repeated and/or skipped depending on the circumstances.

C. Termination of Contract

1. The Board may terminate a member's contract for immorality, gross inefficiency, willful and persistent violations of reasonable regulations of the Board, or other good and just cause, in accordance with the procedures of ORC 3319.16.

2. No member who has demanded a hearing under ORC 3319.16 may file or appeal a grievance related to his/her termination.

D. Non-Renewal of Contracts

1. If the Superintendent intends to recommend the non-renewal of a limited regular teaching contract, he/she shall give the member prior written notice by June 1. Reasons for the decision to non-renew must be stated in the letter and must be reflected in the member's evaluation or other documentation in the personnel file. No limited regular teaching contract shall be arbitrarily or capriciously non-renewed.

2. The member has the right to meet with the Superintendent to discuss his/her recommendation.

3. This section does not limit or restrict the Board's authority to non-renew a contract in accordance with ORC 3319.11.

4. A written notice of non-renewal is effective if hand delivered and/or placed in the U.S. mail on or before June 1.

F. Exceptions

See Articles IX and XII.

G. Conflict with Law

When provisions of Articles VIII, IX and XII conflict with State law, only the provisions of these Articles and this Negotiated Agreement shall apply.

ARTICLE IX - REDUCTION IN CERTIFICATED STAFF

When the Board determines that it is necessary to reduce the number of bargaining unit positions, reductions may be made by non-renewal or suspension of contracts or a combination of both.

These reductions will be discussed at the regularly scheduled LMC meetings at such time where there is ample opportunity to discuss appropriate academic strategies to compensate for said reductions.

LMC will meet with the administration to develop and submit to the Board a financial plan to eliminate the financial crisis. To ensure fairness the Association and the Board will pursue expenditure reductions in areas unrelated to the bargaining unit members before implementing the reduction in force policy**.**

A. Procedures for Reduction

1. For purpose of reduction in force, all evaluations shall be deemed comparable.

2. If the Board effects staff reduction by non-renewal of members' contracts, such contract non-renewals shall be made on a system wide basis by non-renewing contracts by certificated/licensed area in which the member is teaching at the time of non-renewal on the basis of seniority.

3. If the Board effects staff reduction by suspension of members' contracts, such contract suspensions shall comply with ORC 3319.17. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.

4. Reductions will be made starting with the least senior members.

5. In reviewing positions vacated by a reduction in staff, the board will then establish the positions to be filled as a result of the reductions, retirements, and resignations at the time the RIF list is created.

6. As many positions as possible will be filled from the recall list based on seniority and licensure.

7. The remaining open positions will be posted internally for seven (7) days to allow current staff to express interest in a position and for the district to review the list of staff requesting a change in position. Through interviews, a review of licensure, and a review of qualifications, internal staff will be considered and may be selected for the open positions.

8. After current position openings have been filled with voluntary staff transfers, as many positions as possible will be filled through involuntary transfers, based on seniority and licensure.

9. Once all the above steps have been followed, the recall list will be used to fill any remaining open positions, again using seniority and licensure.

B. Seniority

1. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected members is equal, preference shall be given as follows:

    a. Total years of continuous service with the school district.

b. Total years of teaching experience in Ohio.

c. Amount of training in subject area or field. (Amount of training shall mean number of college credit hours beyond the Bachelor's Degree in the subject area or field.)

1) First - holding of graduate degree in subject area or related field of study.
2) Second - semester hours beyond a graduate degree in the subject matter or related field of study.
3) Third - graduate degree in unrelated subject area or field of study.
4) Fourth - semester hours in an unrelated subject area or field of study.

2. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, and all time during suspension of contract, or non-renewal of contract as part of a reduction in force, if the member is recalled.

3. Seniority shall be lost when a member resigns, retires/rehires (Article XXXIII) or leaves the employ of the Board due to non-renewal or termination of contract; except that members, who have had their contracts non-renewed or suspended as part of a reduction in staff, shall have recall rights as provided in this section.

C. Recall Rights

Members whose contracts have been non-renewed or suspended in accordance with this Article because of a reduction in force, shall have rights to recall as follows:

1. All rights provided in this provision for members on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the member being laid off.

2. Members whose contracts were non-renewed or suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate/license. Members whose continuing contracts were suspended, however, shall have recall rights provided in ORC 3319.17.

3. Members on recall status shall notify the Superintendent of their current address, any name change, and telephone number(s). Notification of recall shall be by certified mail at the member's last known address or hand delivered by the Superintendent or Designee. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked or receipt acknowledged shall remove the member from recall status. If that member is unable to accept recall because he/she is under regular contract with another school district, and provides a copy of the contract within ten (10) days, the member shall remain on the recall list as though the offer of recall were not made. If the member is not recalled during the recall period, his/her seniority will lapse and will not be carried forward. In like manner, a member shall remain on the recall list if he/she is unable to accept recall because, he/ she has a medical condition, as certified by a physician, preventing the recall, or, because she gave birth to a child within the eight (8) weeks previous to the beginning date of the employment offered, as certified by a physician.

D. Notice of Contract Suspension or Non-renewal

When the Superintendent intends to recommend non-renewal or suspension of contracts to achieve a reduction in force, he shall give notice of such intent to the Association President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking: all tenured members in the District by seniority, giving areas of certification/license and present teaching and building assignment, followed by all non-tenured members in the District in like manner. The Association President shall be supplied a copy of this list and each update.

E. Miscellaneous

1. A member on layoff due to a reduction in staff shall be eligible to participate in group insurance programs provided to members for a period of eighteen (18) months following his/her last actual workday, by the member making timely payment of the total monthly premium for such coverage.

2. If a member is non-renewed due to reduction in staff, the member will be given written notice of that fact.

3. Nothing contained herein shall abridge the Board's right to non-renew a limited contract member for reasons other than a reduction in force in accordance with the ORC 3319.11.

4. Only procedural compliance with this section shall be subject to the grievance procedure.

ARTICLE X - MEMBER EVALUATION

The Board shall maintain an evaluation procedure for members meeting at least the following elements. For the length of this contract, the OTES and OSCES MOUs in Appendix D shall define the evaluation process for all qualifying members.

A. The Board shall maintain an evaluation procedure for members. Members who are not subject to OTES or OSCES shall be evaluated in accordance with procedures established annually by the Superintendent/designee and the affected members. The Association and the Board recognize the fact that quality and accountability of instruction is maintained and insured when administrators informally observe classroom members unannounced. As a result, in addition to the formal evaluation process, building administrators may informally observe classrooms unannounced and have periodic professional dialogue with the member relating to these observations.

Members going through the National Board Certification process may be granted up to two (2) professional days and may be exempt from the normal evaluation process that year of their contract.

Procedural compliance with this Article is subject to the grievance procedure, but the content of an evaluation is not.

B. **Teacher Evaluation Procedure**

Introduction

1. As the parties transition to the Ohio Teachers Evaluation System (OTES) as required by Ohio Revised Code 3319.111 and 3319.112, the following procedure will be utilized for all teachers. Exception shall be those teachers whose assignment does not require at least fifty percent (50%) direct instruction with students which includes certified nurses, psychologists, counselors, speech therapists and media specialists.

C. **Evaluation Cycle**

1. A teacher shall be formally evaluated annually during his/her first year of employment with the Board.

2. The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations every three years, provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Such evaluations are completed by May 1st of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held. By September 1st of each school year, teachers will be notified as to who their evaluator will be and which evaluation cycle they will be on for that school year.

3. The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held. By September 1st of each school year, teachers will be notified as to who their evaluator will be and which evaluation cycle they will be on for that school year.

4. In order to be subject to a nonrenewal, a teacher on the final year of a limited contract or extended limited contract shall be evaluated with a minimum of three (3) formal observations.

5. A teacher who is a Resident Educator will have his/her observation/evaluation coordinated with the requirements of the Resident Educator Program.

6. A teacher will not be subject to an evaluation if he/she is on a leave of absence for more than fifty percent (50%) of the school year.

7. A teacher will not be subject to an evaluation if he/she submits a notice of retirement by November 1st and such retirement is approved by the Board by December 1st**.**

D. **General Provisions**

1. Evaluators shall be the principals, assistant principals, and other Administrators employed by the Board who have obtained the appropriate credentials required by the Ohio Department of Education.

2. Teachers who are assigned to two or more buildings shall be informed by September 1st of the school year as to which Administrator will be evaluating him/her.

3. Prior to initiating the evaluation process, the forms can be previewed through Classlink (OTES 2.0 icon).

4. Formal observations shall be for a minimum of thirty (30) continuous minutes. There is not a maximum number of times that a principal can observe a teacher.

5. Walkthrough observations shall be for a minimum of five (5) minutes.

6. A teacher shall have the opportunity to provide a collection of artifacts to demonstrate his/her methods in addressing any of the criteria for effective teaching (assign appendix letter to artifacts list).

7. Observations shall not be scheduled and conducted during the first week of school or on the day before or after a school holiday or vacation, except by mutual agreement, if proposed by the teacher.

8. At the time of an observation, the principal shall notify the teacher of that fact when he/she enters the room.

9. The forms utilized for evaluation shall be those developed by the Ohio Department of Education for the Ohio Teacher Evaluation System (OTES) or as recommended by the Evaluation Committee.

E. **Evaluation Procedure**

1. Method

   a. There shall be a minimum of two (2) formal observations. However, there is not a maximum number of times a principal can observe a teacher.

   b. At least one observation shall be scheduled between the teacher and principal which shall include a pre-observation and artifact collection conference to be held in the teacher's classroom. For teachers newly hired by the Board, this observation shall be the first one of the school year. A post-observation conference shall be held within ten (10) days after the observation. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.

   Any additional observations shall be conducted which may or may not include a pre-observation conference. A post-conference shall be held within ten (10) days after the observation. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.

   In addition to the formal observations, the principal shall conduct multiple walkthroughs as a means to further observe a teacher's performance. The principal shall provide feedback to the teacher following the walkthrough on the appropriate form. Upon the request of either the teacher or the principal, a meeting shall occur to discuss the walkthrough observation.

2. Principal Concerns

   a. If the principal has a concern about the teacher's teaching performance, the first observation and post-observation conference shall be completed prior to January 15. The principal shall also notify the Association President when he/she has a concern for a teacher's performance that could lead to an ineffective rating.

b. Subsequent observations, post-observations conferences, and the evaluation shall be complete by May 1 and final completion of the evaluation form shall be completed and provided to the teacher at a conference by May 10. Such conference shall include a discussion regarding the teacher's progress in the area of concern listed in the first assessment as well as the teacher's strengths and weaknesses observed during the school year. The principal shall also inform the teacher as to his/her recommendation for contract renewal.

c. If the final evaluation for a teacher results in an ineffective rating, the professional improvement plan may include the development of a Peer Assistance Team appointed by the Association President in cooperation with the principal. The Peer Assistance Team will work collaboratively with the teacher to provide coaching, mentoring, and other follow-up activities to address the concerns reflected by the principal in the final evaluation. However, the existence of a Peer Assistance Team identified for any teacher receiving an ineffective rating shall not prohibit and/or limit the Board's ability to non-renew an employment contract upon its expiration provided that the appropriate and required procedures are followed.

d. If no noted areas of concern are observed throughout the year, all observations and post-observation conferences, and the evaluation shall be complete by May 1 and the final evaluation form shall be completed and provided to the teacher by May 10. Such conference shall include a discussion as to the teacher's strengths and weaknesses. The principal shall also inform the teacher as to his/her recommendation for contract renewal.

3. **Off-cycle Observations**

In years when the teacher is not subject to the formal evaluation because he/she received an overall evaluation rating of accomplished or skilled, he/she will be subject to an off-cycle observation. The principal shall conduct one (1) off-cycle observation of at least thirty (30) minutes. A post-observation conference shall be held within ten (10) workdays and the completed off-cycle observation report shall be discussed.

Professional Growth Plan
Teachers required to develop professional growth plans shall have it submitted by October 31st or teachers off-cycle observation schedule, such plan shall be completed by using the Off-Cycle Observation Report.

Professional Improvement Plan
Teachers required to develop a professional improvement plan shall have it submitted by September 15.

F. **High Quality Student Data**

Student Growth Measures

1. High Quality Student Data, as required by Ohio law and OTES, may be included in a teacher's evaluation. In the spring of each year, the evaluation committee will review the use of high-quality student data in evaluations, the measures used, and recommend changes for the following school year.

   High Quality Student Data Components of the OTES 2.0 Rubric shall not be given additional weight in determining holistic evaluation ratings or be solely used for employment decisions.

2. The district evaluation committee shall be responsible for monitoring the implementation of student assessments and other issues that may arise regarding high quality student data.

G. **High Quality Student Data Errors**

If a teacher believes the final rating of the teacher on the annual evaluation has been lowered due to a high-quality student data component, he/she will request a meeting with the Superintendent/designee. The teacher and Superintendent/designee will investigate and work together to rectify the rating if possible.

H. **Evaluation Review**

A teacher who disagrees with an ineffective rating on his/her final evaluation rating shall be entitled to a hearing before the Superintendent or designee. The teacher shall have the right to present information, evidence, and data that disputes the area of the evaluation to which he/she objects. The teacher shall articulate the changes in the final evaluation that he/she is requesting.

The teacher shall be entitled to Association representation at such hearing.

The Superintendent/designee will review and consider the information presented by the teacher and render a decision to the teacher's objections within ten (10) days of the hearing.

I. **District Evaluation Committee**

The District Evaluation Committee that established the evaluation procedure outlined in this Article shall meet annually to review its efficiency and effectiveness. Prior to any substantive alterations, the Association Co-President shall be informed of any recommended changes and give the opportunity to provide input.

The individuals serving on the Evaluation Committee during the previous school years shall continue in their roles. Should any vacancy occur, the Association Co-President shall appoint a replacement for an Association vacancy; the Superintendent shall appoint a replacement for an administration vacancy.

The committee shall consist of three (3) members appointed by the administration and three (3) bargaining unit members appointed by the Association. Each party shall have the right to request representatives to attend district evaluations committee meetings on its behalf.

J. **Changes to OTES Program**

The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the evaluation committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article. In the event there are required changes made by ODE or ORC to teacher evaluations (OTES 2.0) during the term of this Agreement, this Article shall be amended to conform with any changes required. Any alteration to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

ARTICLE XI - COMPLAINTS AGAINST MEMBERS

A. Before an administrator makes a parental or community complaint about a member a matter of written record, the administrator shall hold a conference with the member to inform him/her of the substance of the complaint, the identity of the complainant, and the approximate date(s) and conduct involved.

B. No anonymous complaints or concerns against a member shall be used as the basis for termination of employment or become a matter of written record.

C. The Board shall not entertain a formal complaint about a member's performance from someone who is not employed by the Board unless the complaint has been raised through appropriate administrative channels. Administrative procedures shall begin with a conference between the complainant and the appropriate building principal and an opportunity for the member to confer with that building principal to discuss the complaint. If the complaint is not resolved at this conference, the member shall have the right to Association representation at the next conference.

D. If the complaint is presented formally to the Board after the member/administrator conference, the member may have Association representation in presenting his/her position to the Board.

ARTICLE XII - VACANCIES, TRANSFERS, REASSIGNMENTS

The Board agrees with the concept favoring the earliest possible date in hiring new staff to fill vacancies. However, the time of the year and possible supplemental contract combinations many times may dictate the length of time needed to fill a vacancy. The Board will make a sincere effort to employ/assign the most qualified, certificated instructor in subject matter which will include special areas.

Definitions:

Transfer - A transfer shall be defined as a change from one administrative unit to another within the school district.

Reassignment - A reassignment shall be defined as a change of subject taught or grade level.

Vacancies - A vacancy is an open position, which may result from a transfer, reassignment, resignation, retirement, termination, non-renewal, or the creation of a new position.

A. Vacancies

1. As teaching vacancies, including summer school and adult education, for the following school year or for the present school year are approved by the Board, notification of vacancies shall be posted through staff email or building postings. Exceptions to this will be for vacancies occurring during the school year which must be filled immediately, vacancies shall not be filled until seven (7) calendar days following the date of publication of said vacancies.

2. Coaching and Extra-Curricular Vacancies

    a. Coaching and extracurricular vacancies shall be posted as they occur and filled in the same manner as regular teaching positions.

    b. Members currently employed full-time by the District will be given first consideration to fill a vacancy.

B. Transfers and Reassignments

1. The Superintendent, by law, has the right of assignment of all members and will exercise said right. He will conduct a continuous study of the personnel needs of the District.

2. If transfers or reassignments are necessary, such changes may be made from a list of staff volunteers. Any member wishing to be considered for a reassignment or transfer shall notify the Superintendent, in writing, no later than April 30 of the school year proceeding the year in which the reassignment or transfer would take place.

3. No reassignment or transfer will be made without prior consultation with the member, including discussion of the reason(s) for the reassignment or transfer.

4. No member shall be transferred without his or her written consent from 7-12 grade level to K-6 grade level or from one 7-12 subject area exclusively to another subject area if temporary certification/license is required for the grade level or subject to which the member would be transferred.

5. No member shall be involuntarily transferred for any arbitrary reason or in a capricious manner.

6. If a program no longer meets the needs of the student body whether shown by lack of student involvement or which no longer meets the educational requirements of a changing society, and the program change would cause the termination, suspension, or non-renewal of a member contract, the following procedures will be followed. When provisions of Article XII, section 6 conflict with State law, only the provisions of this Article and this Negotiated Agreement shall apply. Exclusions to this language fall under Article IX--- Reduction In Certificated Staff.

    a. Program changes will be recommended to the Superintendent by a committee consisting of the following: Association President or designee, Superintendent or designee, building principal, member most involved, department chairperson involved and director designee.

    b. If the member(s) affected is/are not certified/licensed in another area, the member(s) involved in any program changes will have two (2) school years after the year of the recommended program change to obtain a new area of certification/license, selected on the needs of the district. During that two (2) year period, the member(s) will be assigned to the area(s) of certification/license on their State Teaching Certificate/License.

c. Upon completion of the required courses, the member will be placed in a teaching position within the new area of certification/license. Seniority rules in Article IX of this agreement will be observed. Participation in this program will be determined by seniority, when the change is formally approved by the Superintendent.

d. Member(s) with no other areas of teaching certification/license and within three (3) years of retirement may elect not to participate in the retraining option and retire. Within ninety days (90) of the retraining option offer, the member(s) will submit their official notice of retirement effective at the end of three (3) more school years.

e. All courses for new certification/license must be completed, or assurance from the university that the program requirements will be completed prior to the start of the school year when new certification/license is required.

f. It is the intent of this procedure to retain all staff. However, if the member does not participate or fails to complete the new certification/license program in the established two (2) year period, the Board shall non-renew or terminate the affected member contract. In accomplishing this termination or non-renewal, the Board shall not be held to the notification requirements contained in 3319.11, ORC or Article VIII of this Negotiated Agreement. Following Board action, the member will be notified.

ARTICLE XIII - TEACHING AND STUDENT LEARNING CONDITIONS

A. Regular School Year

1. The regular school year shall be one hundred eighty-four (184) days for the life of this contract for members. New bargaining unit members shall have one hundred eighty-seven (187) contractual workdays for the first year of their employment with the district. Three (3) of these contractual days shall be used for orientation prior to the start of th e school year.

2. Days missed due to calamity, shall not be “made up” until such time that the minimum number of state-required sc hool year instructional hours is not met within the current school schedule and calendar, specifically:
   a. 455 instructional hours for students in half- day kindergarten.
   b. 910 instructional hours for all-day kindergarten through grade 6.
   c. 1,001 instructional hours for students in grades 7 through 12.

3. All wages, hours, terms, and other conditions of employment contained within the Collective Bargaining Agreement between the Board and the Association requiring 184 contractual work days shall remain in effect, even if, or when, the District is closed due to calamity, and subsequently 184 contractual work days are not achieved, due to calamity closure.

4. There shall, in no circumstance, be a reduction in any salary, compensation, benefits, or other contractual rights due to calamity days and the subsequent reduction in number of workdays to less than 184 days, or one hundred eighty-seven (187) days for Association members in their first year of employment with the district.

5. Association members shall not be required to report to work on any day that the District is closed to students due to calamity.

6. Mandated days may be used for members’ staff development, staff collaboration, instruction preparation, record keeping related to student progress, or other duties related to the instruction of students. Mandated days will be embedded in the board adopted calendar and will consist of the following:

   a. One (1) member workday (seven [7] hours) at the beginning of the school year;
   b. One (1) member workday (seven [7] hours) at the end of the school year;
   c. Additional professional development and teacher in-service days will be reviewed annually through the calendar committee and LMC. These additional days will be planned in collaboration with teacher-based-teams following guidance from the Teaching and Learning Strategic Planning Committee which will align with the District vision, mission, goals and initiatives. Three (3) days will be provided for teachers' record keeping and planning and additional days will be provided for professional development and learning.

   d. Members choosing to fulfill their professional obligations for the second yearly PD day by submitting a professional development proposal through Google Docs that includes seven (7) hours of professional development aligned to the district and/or building goals. The plan may contain hours of participation in dis

trict and/or building educational committees as well as activities outside paid work time. The plan would ne ed to be submitted between May 15 and October 15 to the building principal for approval. Once approved the a member has committed to the plan. Once the plan is completed the member will earn an “option 2” d ay to be used throughout the school calendar year.

A transcript of the hours submitted by the member to the LPDC would be provided to the building principal .

Failure to meet this obligation would result in docking of the member's pay.

7. A member may be eligible to check out three (3) hours early at the end of the member workday by attending one of the following:
    a. Three (3) additional hours of approved professional development/in-service;
    b. The High School graduation ceremony;
    c. Three (3) additional hours of participation in building open house, orientation, and/or parent/student curriculum driven events.

B. Regular School Day

1. The normal workday shall not exceed seven and one-quarter (7-1/4) hours. The usual work week shall be Monday through Friday. The usual workday shall be between the hours of 6:00 A.M. and 5:00 P.M.

2. The regular on-duty workday shall include a duty-free uninterrupted lunch period of thirty (30) consecutive minutes for each full-time member. The thirty-minute (30) lunch period shall be distinct from reasonable travel time for members required to perform duties in more than one (1) building. The lunch/recess/plan block at all K-5 buildings shall be fifty (50) minutes of uninterrupted duty-free time. The Board agrees not to reduce the member's duty-free uninterrupted lunch period over the course of this contract.

3. Faculty, grade level/departmental and scheduled parent conferences may extend the member day. Formal staff meetings will be limited to one (1) per building per month. Curriculum meetings shall be scheduled through a combination of release time, paid time and before or after school time as an extension of the member day. However, building administrators shall endeavor to keep such meetings and conferences to a reasonable length and number.
4. Members shall not be required to use their planning period or scheduled planning time for substituting for a member who is absent.

    a. The Board and Association agree that continuous planning time is the most effective model. The Board agrees not to decrease the amount of planning time over the course of this contract. The Board also agrees not to increase the student contact time during the life of this contract.

    b. In grades 1-5 each member shall be given a block of not less than forty (40) consecutive minutes of planning time at least five (5) days per week. Half day kindergarten members will be provided two (2) half hour blocks of time each session per week with the understanding that recess and specials will not be given on the same day during the same session. In addition, the block of time between kindergarten sessions shall be duty free except for normal dismissal duties.

    In developing the special area schedule for each building, special area members (art, music, technology, and physical education) will be provided daily planning time in a block of forty (40) consecutive minutes. However, due to factors such as student enrollment at each building, when the assignment of a special area member prevents such a schedule, said member shall be provided with a minimum of two hundred (200) minutes of planning time throughout the week. In such cases, at least one (1) of the daily blocks shall be thirty (30) consecutive minutes.

c. In grades 6, 7 and 8 each member shall be given a planning period equal to one special area period.

d. Beginning with the 2012-2013 school year, the high school will adopt a schedule that is a seven (7) academic period day. For the 2012-2013 school year, the high school planning period will be one academic period. will be allotted. Such time will not count towards the required minimum planning time as stated above.

e. In grades 6, 7 and 8 each member shall be given a planning period equal to one special area period.

f. Beginning with the 2012-2013 school year, the high school will adopt a schedule that is a seven (7) academic period day. For the 2012-2013 school year, the high school planning period will be one academic period.

C. Class Size

6. The Board will maintain a pupil/member ratio recommended by the State of Ohio.

7. Classroom member means a certified/licensed member who provides direct instruction to pupils, excluding member funded from money paid to the District under Division F of Section 3317.020 Ohio Revised Code or from federal sources, educational service personnel, and vocational and special education members.

8. The ratio of one (1) classroom member per twenty-five (25) students does not mean that a given member or a given class may not have more or less than twenty-five (25) pupils, but does mean that on a school district average, there will be one (1) classroom member per twenty-five (25) students - forty (40) members per one thousand (1,000) students.

9. Based on the recommendation of a member, the Building Principal and Assistant Superintendent, request for a member aide shall be considered.

10. When regular education class enrollment in grades K-3 exceeds twenty-four (24) as an average in any grade in any building, the classroom member(s) affected will be paid two hundred fifty dollars ($250), per nine (9) weeks, for each student over twenty-four (24). This payment will be based on the formula described below in #11. Payment will be made based on class counts on September 15, November 15, February 15 and April 15.

11. When regular education class enrollment in grades 4-5 exceeds twenty-five (25) as an average in any grade in any building, the classroom member(s) affected will be paid two hundred fifty ($250), per nine (9) weeks, for each student over twenty-five (25). This payment will be based on the formula described below in #11. Payment will be made based on class counts on September 15, November 15, February 15 and April 15.

12. When a member in grades 6-8 has an average exceeding twenty-six (26) students, he/she will be paid two hundred fifty dollars ($250), per nine (9) weeks, for each student over twenty-six (26). This payment will be based on the formula described below in #12. Payment will be based on class counts on September 15, November 15, February 15 and April 15.

13. When a member has an average exceeding thirty (30) students per class at the high school, they will be paid two hundred fifty dollars ($250) per student for each student over that thirty (30) student average per nine (9) weeks. Class size will be calculated by nine (9) weeks based on class enrollment on September 15, November 15, February 15 and April 15 using the formula described below in #12.

14. Payment to special area members in grades K-8 and secondary physical education members for large class sizes will be calculated using the same formula as the high school in #12. There will, however, be an annual maximum payment of $2,000 to any special area member K-8 and secondary physical education member who qualifies. No ensemble class K-12 will be counted in any calculation.

15. The Board/Administration and the Association agree that class sizes and workloads should be equitable and that the number of students in a regular education classroom is a significant and important factor in the excellent quality of education. Class sizes should not be larger than necessary to maximize the learning experience for all students, so the administration has the authority to hire any additional staff.

16. Formula A.

Class size at the K-5 levels shall first be calculated using the formula below size

Total Number of Students in a Particular Grade in a Given Building **= Average Class Size by Grade Level**

Total Number of Regular Education Members

17. Formula B.

Number of Students* in All Classes Each Nine Weeks **= Average Class Size**

Total Number of Sections Taught Each Nine Weeks*

***Member of record**

18. When determining payment amount to grade/class averages, rounding will occur to the nearest ½ or whole number (ex: decimals of .1 - .5 will be rounded to .5 and decimals of .6 - .9 will be rounded to the nearest whole number. An average of 26.3 would be rounded to 26.5, 26.7 would be rounded to 27).

    Study halls, academic periods, study skills, and sections similar to those three will not be counted in the grade/class average.

19. When class sizes exceed contractual language, building administration will meet with a combination of Association representatives, building leadership team and department or grade level leaders to develop and pursue options to move class size levels at or below those established above.

D. Substitutes for Special Classes

6. The Board will employ substitutes whenever possible to support members in Art, Music, Technology, and Physical Education.

7. The Board will make a sincere effort to employ the most qualified, certificated instructor in subject matter and ability to work with high school students in classes held for College Credit Plus (CCP) or new Tech Prep programs. It is not the Board's intent to take jobs away from the certified/licensed members in the District.

E. School Calendar

6. The calendar for the school year shall be recommended to the Superintendent two (2) years in advance by a committee composed of two (2) central office designees, one (1) secondary administrator, one (1) elementary administrator, the Association President/designee, one (1) member from each level (high school, middle school and elementary school).

    The function of the committee, adopting a calendar to be recommended to the Superintendent, shall be carried out by a vote of committee members eliminating less popular opinions until a majority opinion is secured. The results of this action shall be presented to the Board, by the Superintendent, before the end of April, the second preceding school year prior to the year in question. The Board may adopt or reject the recommendation. If rejected, the Board may then adopt a calendar of its choice.

7. Should a change become necessary in an established calendar, the matter of changes shall be outlined above, forward its recommendation to the Superintendent following the same procedure as outlined above.

ARTICLE XIV - CURRICULUM STUDY AND REVIEW

A. The Board supports the concept that members should be involved and have the opportunity to serve on curriculum committees. Every curriculum study and review committee shall ensure representation from every grade level involved in the study. Grade level members are welcome to participate in the study and attend all meetings. Grade level representatives will serve as facilitators for gathering grade level input, will chair grade level materials studies, and will present the grade level's recommendation for adoption.

Over a period of time, all members have the professional responsibility to serve on these committees. As the committees are functioning, release time during the school day may be granted to members on such committees as authorized in Article XIII Section B of this agreement. Such time can also be used to observe other school system programs and/or attend workshops or presentations.

B. The Board will supply all required reference materials, texts, or equipment to be reviewed by the committees.

C. Attendance at a curriculum workshop or visitation of other school systems shall be determined upon the recommendation of an administrator assigned to the committee. The Superintendent shall have the authority to approve all professional leave.

ARTICLE XV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The District and the Association agree to maintain a local professional development committee (LPDC) in accordance with state statutes.

The handbook developed by the Miamisburg LPDC Committee shall govern the procedures for the processing of all hired certificated/licensed staff. Any revisions to the Miamisburg LPDC Handbook shall be implemented by mutual agreement of the Board and the Association.

The compensation for the LPDC members as set forth in the Miamisburg LPDC Handbook is based upon a dollar amount established in the Supplemental Salary Schedule of the negotiated contract between the Board and the Association. In addition, the compensation for the LPDC committee members shall be subject to the supplemental review committee, as set forth in the contract.

The LPDC and Administration shall act with reasonable promptness in processing documents required by the Ohio Department of Education in the ordinary course of member certification/licensure.

ARTICLE XVI - SAFETY TRAINING OF MEMBERS

The District and the Association agree to maintain a program of safety and policy training for the welfare and benefit of members. The established safety and policy programs will meet both State the Federal requirements.

Therefore, all members are required to complete an adopted schedule of safety and policy training programs. The required list of programs will be mutually agreed upon and reviewed annually by the District and Association and be subject to District, State and Federal changes.

ARTICLE XVII - LEAVE OF ABSENCE

A. **Sick Leave**

1. **Sick Leave Accumulation**

Sick leave accumulation shall be unlimited.

All full-time members shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on leave of absence, or a total of fifteen (15) days per year. Upon completion of his/her contractual agreement the member shall be forwarded all their remaining unused sick days when leaving the employ of the district. Members employed in the State of Ohio for the first time shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service. Any member having used all available sick leave, at the beginning of each year, shall be advanced five (5) days of sick leave. If any of the five (5) days of sick leave are used, they shall be deducted from the total sick leave which may be accumulated during the first four (4) months of service.

2. **Sick Leave Policies**

Members who have accumulated sick leave are entitled to full salary for absences as specified below:

1. For absence due to personal illness, pregnancy, recovering from childbirth, injury, exposure to contagious disease which could be communicated to other members or to students; for absence due to illness, injury or death in the member's family. Family shall be defined as those residing under the same roof, blood or marital relatives, or others who are the responsibility of the member. Blood or marital relatives need not live with the member.

2. For death or serious illness of a near relative and when travel beyond a one hundred (100) mile radius is required, up to two (2) days of sick leave for travel time may be used.

3. For death of a member in the Miamisburg City School District.

4. Sick leave application forms must be completed for any day or part of a day used. The form must include a signed statement justifying usage of sick leave for one of the reasons stated above. If medical attention is required, the statement must give the name and address of the attending physician and date(s) when he/she was consulted as per ORC 3319.141

8. **Termination of Employment, Transfer, and Sick Leave**

The previously accumulated sick leave of a member who has been separated from the public service may be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the member was last terminated from public service.

9. **Additional Considerations**

All members shall be responsible for using the established procedures of notification of the school when the provisions of the sick leave policies shall be used. Failure to do so may result in the denial of said benefits. Absences for legitimate reasons not covered by provisions of this policy may be granted without jeopardy to either position or standing. Appropriate salary reductions will be made in accordance with the terms of the member's contract. Abuse of sick leave shall be cause for disciplinary action. No payment of salary will be made for unauthorized absence, and such absence may be considered grounds for suspension or dismissal of the member.

10. **Sick Leave Reporting**

Sick leave accumulation and usage shall be reported on pay notifications.

11. **Sick Leave Bank**

The intent of the Sick Leave Bank is to provide paid days for catastrophic personal or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing unforeseen prolonged catastrophic personal or family illness or injury. Allotments will be limited to participating members for use only in cases of catastrophic illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

Members may enroll in the Sick Leave Bank through October 5th of each school year with written notification to the Association President. Membership will automatically be renewed unless the member requests to be withdrawn from the bank in writing to the Association President. Once enrolled, a member shall be considered a member of the SLB.

Upon enrollment, a member shall contribute one half (1/2) day of his/her accumulated earned sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

1. Sick Leave Bank Committee shall be composed as follows:

    1. The Superintendent or his designee.
    2) Three members appointed by the Association President

b. General Procedures

1) The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the District Treasurer.

2) Decisions of the SLBC are final.

3) The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

4) An application for an allotment from the Sick Leave Bank will be accepted only from those members who have contributed to the Bank.

5) Allotments will be limited to use for catastrophic illness or injury in the immediate family (mother, father, spouse, child). A doctor's statement describing the illness or injury is required with the application.

6) An application will be considered by the committee when need of days are anticipated. However, only after a member has used all of his/her accumulated sick days and after five "wait" days have been used without pay, will days actually be granted. Explanation: The five-day (5) wait period will be unpaid leave docked at the member's per diem rate

7) Days allotted from the Sick Leave Bank will be credited at 100% of the member's daily rate of pay.

8) Once qualified to receive an allotment of days from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed one hundred and twenty (120) days per occurrence. Days allotted shall be in fifteen (15) day increments and renewed upon request from the member and approval of the SLBC. Allotted days may not carry beyond the last day of the school year based on this contract.

9) Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contracts, or any other part-time or second position held by a member with a full-time contract.

10) The Sick Leave Bank may not be used for pregnancy leave. Consideration may be given if catastrophic complications arise before, during or after delivery.

11) A member does not accumulate sick leave while using days from the SLB.

12) Days may not be received from the Bank for absences due to disabilities, which qualify the member for Workers Compensation personal benefits.

13) The maximum amount of sick leave days in the Bank in any one (1) year will be four hundred forty (400) to be accumulated as follows:

14) Each contributing member shall provide one-half (½) day by October 5th in the current year of the Bank. If additional days are needed in that year, each member of the Bank may be asked to provide up to an additional day and one-half in half day increments. The contribution procedure will be the same for all remaining years of the Bank. At the end of each year all but two hundred (200) days of the Bank will be eliminated.

15) Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

16) Upon return to work the returning member will be forwarded five (5) sick days which must be "paid back" when they have been accumulated at the rate of one and one quarter (1-1/4) days per month.

17) All questions pertaining to the Sick Leave Bank should be directed to the Association President or designee.

18) Special considerations from the Sick Leave Bank may be approved at the discretion of the SLBC following the return to normal contractual duties.

B. Bereavement Leave

Any member is entitled to three (3) days leave for death in the family. Such leave shall be in addition to any entitlement for use of sick leave or personal leave and shall not count against perfect attendance incentives.

C. Practicing Faith Leave

Any member may use up to two (2) days leave for holidays observed by his/her established religious faith. These days shall not be considered personal days or sick leave and use will not count against the Board attendance incentive bonus. Requests for Practicing Faith Leave must be made in writing to the Superintendent by September 1 of the current school year.

D. Personal Leave

1. Personal leave is defined as business that could not normally be performed outside of the regular school day. Categories for personal leave usage shall include, but not be limited to:

    a. Funerals
    b. Emergencies
    c. Graduations
    d. Health issues
    e. Legal issue
    f. Family functions
    g. National board certification

2. Appropriate use of personal days may include such reasons as appointments that could not be scheduled outside of the school day, graduations, real estate closings or a child's school function. Inappropriate use of personal days may include such reasons as vacation, extending pregnancy leave or recreational activities.

3. All full-time members shall be entitled to three (3) days of personal leave in any school year, without loss of pay. Abuse may result in progressive disciplinary action which may include docked pay at the per diem rate.

4. All personal leave granted under this provision would be either one (1) full day or one-half (1/2) day.

5. Personal leave days shall not count as absences in the attendance incentive program.

6. Request of personal leave days must be submitted to the building principal on the proper form at least forty-eight (48) hours in advance of the requested leave except in case of unavoidable and documented emergency. It is the responsibility of the member to submit this documentation immediately following the emergency.

7. Personal leave for members who work on a part-time schedule shall be equal to the number of hours in his/her daily schedule times (x) three (3). Example: A member who regularly works three (3) hours per day may receive nine (9) hours of personal leave per year. Job share teachers will have their personal leave pro-rated based on their percentage of a full-time member.

8. The combination of personal leave and comp days and practicing faith leave shall be limited to no more than three (3) members per building where enrollment is below 550 and five (5) members per building where enrollment exceeds 550. The Superintendent can grant emergency waivers for unavoidable situations. (Including practicing faith leave)

9. Members who end the school year with unused personal days shall have those days converted into sick leave on an equal basis.

10. Up to two (2) additional days of personal leave may be granted at the discretion of the Superintendent. However, additional days may be granted only upon advance notice (in case of extreme emergency the member may telephone the Superintendent in advance or upon return). Emergency personal days used in one (1) contract year will be subtracted from the three (3) personal days normally granted for the next contractual year. Denial of such additional days by the Superintendent shall not be subject to the grievance procedure.

E. Court Leave

1. A member absent from school for jury duty, either reporting or serving, shall be paid by the Board, upon providing evidence of the monies received from the Court, the difference between the amount received and contract amount that would have been paid by the Board for the day or days of absence.

2. In all cases where a member is subpoenaed or summoned to appear for Grand Jury hearing or to appear in any court cases in which he/she is not a party, he/she shall be paid the difference between his/her witness fee and the contract salary for the period of absence of the amount received as a witness fee. This day will not be counted as a personal day or be held against the member's perfect attendance, except in cases that are adverse to the position(s) of the Board.

3. If a member is requested or directed by the Board or an administrator, in writing, to appear in court on behalf of the Board on a day when the member would be working for the Board, the Board shall pay the member the difference between the amount received, if any, for the appearance and any normal compensation from the Board lost because of such absence.

F. Adoption Leave

A member may use his/her accumulated sick leave, up to six (6) weeks, for the adoption of a child.

G. Pregnancy and Childbirth

A member may use his/her accumulated sick leave for absence due to pregnancy, childbirth, or recovery from childbirth for the period of time in which she/he is physically or emotionally unable to perform her/his normal teaching duties. The member must submit a signed statement to justify use of sick leave for such purposes and list the name of the physician and the dates on which she/he was consulted.

H. Unpaid Leaves of Absence

The provisions of this Article govern unpaid leaves of absence. Upon written request of a member, the Board may grant unpaid leaves of absence for such reasons as personal illness or other disability, professional study, childcare, including adoption of a child, service in elected public or Association office; or for other reasons as approved by the Board. Approval of all unpaid leaves is based on the ability to replace a member with a qualified substitute.

1. Pregnancy and Childbirth

a. To the extent that a member does not have sufficient accumulated sick leave, she/he shall be granted an unpaid leave of absence for the remaining period of time in which she/he is physically or emotionally unable to perform her normal teaching duties due to pregnancy, childbirth, or recovery from childbirth. A request for such leave must be in writing and supported by a doctor's statement as to the disability and the likely duration of the disability or the need for continued absence on account of the disability. A member intending to request an unpaid leave of absence must give the Superintendent a written request in a timely manner before the expected delivery date.

b. A member returning from use of sick leave or an unpaid disability leave shall be assigned to the same position she/he held prior to the leave, if it exists. Otherwise, she/he will be assigned to a position for which she is certified/licensed.

2. Other Unpaid Leaves of Absence

a. Request for long-term unpaid leave (greater than 10 days) shall be in writing and submitted to the Superintendent at least sixty (60) calendar days before the expected leave is to begin. Short-term leave (10 days or less) shall be submitted in writing to the Superintendent at least ten (10) days prior to the expected leave, unless an emergent circumstance exists.

b. If the member has been employed in the Miamisburg City School District less than five (5) years, unpaid leaves will be limited to the remainder of the current semester plus one (1) additional semester of school. If the member has been employed five (5) years or more, unpaid leave will be limited to the remainder of the current semester plus three (3) additional semesters of school.

c. The requested time of the leave will correspond to the starting and ending dates of grading periods.

d. A member shall not accrue leave while on unpaid leave.

e. A member may continue to participate in group insurance by paying the total monthly premiums to the Treasurer while on unpaid leave unless such time is subject to FMLA.

f. A member shall not accrue service time placement purpose while on unpaid leave, but shall be given seniority credit for the period of unpaid leave.

g. The Superintendent may require a member returning to active employment status after personal illness or disability to provide a doctor's statement that the member be able to perform regular duties.

h. The Board is not obligated to return a member to active employment unless the member on an unpaid leave has given timely notice of return. Such notice should correspond to the expected semester of return. Notice dates of prior to December 1 for second semester and May 1 for the beginning of the next school year.

i. If a member uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately and impose appropriate discipline).

j. A member returning from unpaid leave will be assigned to a position for which she/he is certificated/licensed.

I. Assault Leave

1. The Board will grant assault leave to a member absent due to physical or emotional disability resulting from assault under the following conditions.

   a. Any member who must be absent due to physical or emotional disability resulting from an assault while teaching or while participating in school-related activities on or off school premises, before, during, or after school hours, will be paid full scheduled compensation for the period of such absence up to one (1) full school year.

   b. Assault shall be defined as any action that causes documentable physical or emotional harm to a member.

   c. Before assault leave will be granted, the member shall have furnished to the Superintendent, a written, and if possible, a signed statement describing the circumstances and events surrounding the assault.

   d. The statement of the assault shall include:

      a. Time and location of the incident.
      b. Names and addresses, if known, of witnesses, if any.
      c. Description of injuries sustained.

   e. The member claiming assault leave will be required to obtain a physician's statement which documents a direct relationship between the physical or emotional injury and the assault, the nature of the disability, and the likely duration such disability will require the member's absence.

   f. The Board may require the member to be examined by a Board-appointed doctor, at Board expense, to determine the extent of disability, duration of same, or continuation of the disability.

   g. If the member's personal doctor and the Board-appointed doctor disagree on the disability, duration of disability or continuation of disability, the Board will obtain and pay for another doctor (from a separate practice) to examine the member. The decision of the third doctor will be final as to the issues in dispute at that time concerning the nature of the disability, expected duration of the disability, or continuation of the disability.

   h. See APPENDIX D for injury/accident reporting.

2. A member on assault leave shall not have such time off charged to sick leave.

ARTICLE XVIII - PAYROLL PROCEDURES

A. Regular member salaries (i.e., not supplemental salaries) shall be paid in twenty-four (24) pays on the 15th and 30th of each month with the exception of salaries for newly hired members who start on the first day of the school year. Such members shall be paid in twenty-five (25) pays during his/her first year of employment with the first paycheck issued on the 30th of the first month of employment. All members shall be paid by electronic transfer.

B. A member whose employment with the Board is ending or whose retirement is starting at the expiration of the school year, or who clearly establishes an extreme financial emergency has the option to be paid the balance of the member's regular salary for that school year in the second pay in June, by submitting a written request for such payment to the Treasurer on or before May 15.

C. The Board shall provide payroll deductions as required by federal, state, and local laws pertaining to income tax withholding. The Treasurer shall make deductions upon individual written authorization for credit union and other approved financial institutions, tax sheltered annuities, United Way, Fund for Children and Public Education, Ohio Tuition Credits, 125B plans and group insurance premiums. No member deduction shall be made for any insurance program or dues determined by the Association to be associated with a competing organization in the representation of members.

D. The Treasurer shall make payroll deductions for Association dues in accordance with this section.

1. The Association shall provide the Treasurer, in writing, annually, with the names of the members and the amount to be deducted from each for dues and assessments during the school year. Such written notice must be given to the Treasurer on or before September 30. Along with the list, the Association shall submit a written authorization signed by the member for the payroll deduction. Unless revoked or changed in keeping with the procedures of this paragraph, an authorization will continue from school year to school. Such deductions shall be irrevocable for a period of one (1) year, except that authorizations may be withdrawn during a period of thirty (30) calendar days each year ending August 31. The Treasurer must receive written notification of the withdrawal from the member during that thirty-day (30) period. Notification of the thirty-day (30) withdrawal period ending August 31 shall be clearly set forth on the face of the deduction authorization form. The Association shall provide a member, upon request, with the form for revocation. In the event a refund is due a member, it shall be the responsibility of the Association to make such refund.

2. Dues deductions shall be made in equal amounts in each pay, beginning with the first pay in November and ending with the last pay in May. The Board Treasurer shall transmit deducted monies to the Association officer designated to receive such monies within ten (10) days of the date of the payroll, accompanied by a list of members for whom the deductions were made and the amount withheld.

3. When a member resigns, takes an approved unpaid leave of absence, or otherwise is separated from active Board employment, the balance of the Association dues to be deducted for that year shall be withheld from the last member paycheck if funds are available in that check.

4. The Association shall defend, indemnify, and hold harmless the Board, individual Board members, the Treasurer, and any and all other officers and members of the Board against any and all claims arising from or related to the deduction of dues and assessments under this section.

5. Fair Share Fee

   Based upon the Supreme Court Decision, Janus v AFSCME, June 2018, the following provision to collect fair share fee is not enforceable. However, should the Janus v AFSCME decision be reversed, the following provisions shall be re-instated without the need for the Board and the Association to negotiate.

   a. Payroll Deduction: The Board shall deduct from the pay of unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. The Association shall provide to the Treasurer a list of names of those unit members requiring fair share deductions on or before September 30 of each work year.

   b. Notification: Notice of the amount of the annual fair share fee, not to exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining the amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

c. Schedule of Deductions

1. All Fair Share Fee Payers - payroll deduction of annual fees shall occur no later than the first payroll period on or after January 15th. The period prior to this shall be considered the waiting period prescribed in Ohio Revised Code Section 4117.09. In case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after the later of:

   a. sixty (60) days of employment in a bargaining unit position or

   b. the first payroll period on or after January 15th.

2. Upon Termination of Membership During the Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

d. Transmittal of Deductions: The Board shall transmit said fees along with the dues in accordance with the procedures utilized for regular dues deductions.

e. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(c) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

f. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

g. The Association shall indemnify and hold harmless the Board and its agents from any liability arising from the implementation and execution of the terms and conditions of this fair share fee provision provided that:

   1) The Board shall give twenty (20) day written notice of any claim made or action filed against it.
   2) The Association reserves the right to designate counsel to defend the Board.
   3) The Board agrees to give cooperation to the Association and its counsel in all proceedings; to permit the Association or its affiliates if it files an *amicus curiae* brief, and
   4) The Board acted in good faith with regard to the fair share fee provision. There shall be no indemnification, however, if the Board intentionally or willfully fails to apply or misapplies the fair share fee provision.

E. When a member is absent without using approved paid leave, the member's salary shall be docked on a per diem basis. A member that had been advanced paid sick leave and who separates from the employment of the Board before earning those sick leave days shall have the value of those days deducted, on a per diem basis, from the last paycheck to the extent there are earnings in that paycheck.

F. If a payday falls on a day when the Central Office is closed - weekends, holidays or vacations -- that pay day shall be scheduled for the preceding work day of the Treasurer's office.

ARTICLE XIX- REGULAR SALARIES

A. Salary

1. The base salary shall be:

   a. Increased by two percent (2) to $46,410 for the 2025-2026 school year.

      Members shall be credited with one year’s service credit/step in accordance with Section A (2)b below (one step).

   b. Increased by two percent (2.0%) to $47,338 for the 2026-2027 school year.

Members shall be credited with one year's service credit/step in accordance with Section A (2)b below (one step).

Additionally, to the step defined above, any member actively employed for the minimum contract requirement of 120 days on or before the 2013-2014 school year shall be credited with one step for placement on the salary schedule for the 2024-25 school year resulting in two total steps.

Further, any member at step 28 (thereby not receiving a step credit) during the 2024-25 school year shall be paid a stipend of $1200.

2. Newly employed members by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:

   a. One (1) years' service credit, not to exceed five (5) years, for each twelve (12) months of active military service by the member since he/she first obtained a teaching certificate/license from the Ohio Department of Education.

   b. One (1) years' service credit for each school year in which the member was employed full-time by a public school district or non-public district chartered by the State of Ohio. Full time is defined as actually working at least one hundred twenty (120) days during the contracted year as a regular member for the full time member work day.

   c. Beginning September 1, 2005, all newly hired members by the Board or members re-employed by the Board (after an absence of three (3) or more years) will be granted their total prior service credit as a total of (a) and (b) above but not to exceed five (5) years for initial salary placement purposes. Placement on the salary schedule with service credits of more than five (5) years as a total of (a) and (b) above will be subject to administrative discretion and workforce demands, but not to exceed ten (10) years total service credit for salary placement purposes.

   d. The provisions of sub-section (A).(2) on Regular Members' salaries completely supersedes and replaces Section 3317 and 3317.14 of the Ohio Revised Code.

3. No member currently employed by the Board shall receive fewer years of service credit than granted in the previous year.

4. A member may be advanced a step on the salary schedule, when increments so provide, upon being under contract and working for one hundred twenty (120) six-hour (6) days or more in the prior school year. A part-time member who works less than one hundred twenty (120) six-hour (6) days will be advanced a step on the salary schedule at the beginning of a school year if, in the two (2) immediately preceding school years, the member was under contract and actually worked a total of at least seven hundred twenty (720) hours over the two-year (2) period. Otherwise, part-time members shall not receive a year's service credit for salary schedule purposes.

5. In order for placement on the 150-Hours Column, a member must have one hundred fifty (150) semester hours inclusive of an earned Bachelor's Degree from an accredited member education college or university recognized by the Ohio Department of Education. Credit hours from a Community College, or two (2) year institution, shall not qualify an member - after the Bachelor's Degree has been awarded - for advancement on the salary schedule unless the member can reasonably show a direct relationship between the proposed courses or degree and his/her teaching assignment or certification/licensure. Prior approval must be obtained in writing from the Superintendent designee.

6. In order for placement on the Master's Plus 15 or Master's Plus 30 Column, a member must have earned fifteen (15) and/or thirty (30) semester hours in graduate courses after receipt of a Master's Degree from an accredited member education college or university recognized by the Ohio Department of Education.

7. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

B. Mileage Reimbursement

Members required to provide personal transportation in the course of completing contract duties shall be reimbursed at the rate per mile for authorized or required travel as set annually by the Internal Revenue Service for its mileage reimbursement rate. (See Appendix C)

C. Graduate Tuition Reimbursement

1. The Board and Association believe that continuing education for professional growth is beneficial to the quality of classroom instruction. With that in mind, the Board will allocate annually a $40,000 pool of money to be used on a first come first served basis.

2. Each full-time, annually contracted member (administrators shall be excluded) shall be reimbursed actual tuition costs per semester hour, up to a maximum of $800 annually for graduate level course work taken at an accredited university. The course work taken shall be in the field of education or the member's area of certification/license. Following receipt of a Master's Degree, all work taken shall have the prior approval of the Superintendent or his Designee and shall be judged upon the potential for direct benefit to the instructional program of the District. Graduate Tuition Reimbursement shall be made to the member in October of the school year following the receiving of credit for courses taken. To be eligible for Graduate Tuition Reimbursement, members must meet the following criteria:

   a. Must have submitted and had approved by the Superintendent/Designee the proper application form.

   b. Must show evidence of successful completion (with a B or above) of course work by September 15 of the reimbursement year.

   c. Must provide evidence that the tuition was paid in full by the member.

   d. Must be employed by Miamisburg City Schools for the next school year unless RIFed or non-renewed by the Board of Education.

3. Eligibility for reimbursement will be on a first-come, first-served basis until the $40,000 pool has been depleted. Applications will be accepted beginning September 1 through August 31 on a first-come, first-served basis.

ARTICLE XX - ADDITIONAL COMPENSATION

A. Supplementals

1. Teachers employed to perform supplemental duties under a supplemental contract shall be paid in keeping with provisions of this Article and Appendix A1 for indexed supplementals and Appendix A2 for stipend supplementals. The pay for indexed positions on the supplemental salary schedule shall be determined by multiplying the appropriate index factor times the appropriate step on the regular salary schedule in effect as of August 1 of the same school year.

   Per diem will be based on the member’s annual contract amount.

2. A member changing from an assistant coaching position to the head coaching position in the same sport shall not lose experience credit.

3. A member changing duty positions, but remaining within the same sport in the area of athletics or the same general area of non-athletics, shall not lose experience credit.

4. A member new to Miamisburg, with applicable supplemental duty experience, will be given such credit to the maximum step provided on the supplemental salary schedule.

5. There will be an annual evaluation of all persons holding coaching and extra-curricular supplemental positions.

6. Employees holding supplemental contracts who have received a satisfactory evaluation, intend to return to the same position and hold a position that is to be filled the following year, will be automatically renewed. Renewal of contracts will occur no later than July 1.

7. A Supplemental review committee will consist of one elementary administrator, one secondary administrator, the supervisor of athletics, MCTA president/designee, one athletic supplemental contract holder, one academic supplemental contract holder, and one fine arts supplemental contract holder. The function of this committee will be to review the need of current contracted supplemental positions as well as the need for additional/new positions. Following the review, recommendations will be forwarded to the Superintendent. The committee shall meet yearly with recommendations forwarded to the Superintendent.

8. Appropriate experience steps shall be applied to the supplemental salary schedule (Appendix A) in the following manner.

Years of Experience in General Area	Index Step From Salary Schedule
0-1	BA-0
2-3	BA-1
4-5	BA-2
6-7	BA-3
8-9	BA-4
10-14	BA-5
15-19	BA-6
20-24	BA-7
25+	BA-8

NOTE: placement on steps is not fully recognized due to the freeze on step movement commencing with the 2010-11 school year. However, since 2014-15 members have commenced movement on steps.

B. **Purchase of Planning Time**

1. When the student enrollment in a program exceeds the teaching sections available to effectively accommodate the enrollment, a supplemental contract can be offered to the member(s) by seniority in current teaching assigned area in the specific programs. The member(s) has the option to accept or refuse the supplemental. The following method will be used to calculate the cost of said supplemental:

   a. Salary / 180 work days = Daily Pay

   b. Daily Pay / 405 (minutes in work day) = Teacher Pay Per Minute

   c. Total minutes in period (includes travel time if required) x 90 days (each semester) = Total minutes worked

   d. Total minutes worked x Teacher Pay Per Minute = Supplemental Cost (Rounded up if .005 or above, i.e. .7553=.76)

   Example:
   1. $32,000/180 = 177.78
   2. 177.78/405 = $0.44
   3. 50 minute x 90 = 4500
   4. 4500 x $0.44 = $1980 Supplemental Cost

   The pay rate used for calculation shall not exceed the BA-5 step on the salary schedule.

2. Any planning time bought for non-instructional purposes shall be at a rate equivalent to $500 per quarter for a forty-five minute (45) block of time.

C. Comp Time

1. The Association and Board recognize the fact that the quality instruction of students is maintained when full-time teachers are in the classroom. When a principal (K-12) is unable to obtain a substitute, or when a roaming substitute is needed, members may choose to relinquish their planning time to instruct a class, for the absent member. If a building administrator offers this option (or this option is unavoidable) to a member, the following compensation will be provided. Three hundred sixty (360) minutes of coverage will be equivalent to the sum of one-hundred fifty dollars ($150) (a proportional amount will be paid for less than 360 minutes). Class coverage time may be accumulated in (but not be limited to) the following ways:

   Forfeiting plan time to cover another member's class when a substitute is unavailable.

   Taking all or some portion of another member's class in your room for the entire day when a substitute is unavailable.

2. Comp time earned through class coverage comes as a result of a member surrendering his/her plan period to cover a class. Members, such as counselors, inclusion teachers, or media center specialists are limited in earning comp time only equal to the amount of their time for planning period, unless, the building administrator requests additional time from said member. Said members above should have a plan time scheduled each day and that plan time each day should be given to the building principal at the start of the year.

3. The building principal shall attempt to ensure the coverage of classes, for a member absence, is rotated on an equitable basis among teachers available and willing to cover classes.

4. Members covering classes or participating in student focused meetings may choose to use comp time instead of pay. Student focused meetings (i.e., IEP, 504, MTSS) are meetings that members are required to attend during non-contracted hours, during lunch and/or planning time in the daily schedule. There is no limit to the comp time that can be accumulated in this manner, however, only two (2) comp days may be used in any one (1) school year and only one (1) comp day may be rolled into the following school year regardless of how it is earned. Records will be kept at the building level and all remaining comp time will be compensated at the above rate at the end of the school year. A record of the comp time earned is the responsibility of the member and must be approved by the principal.

5. Comp day usage does not affect the perfect attendance incentive. Comp day usage is subject to the regulations on personal leave as outlined in Article XVII D. Only one (1) comp day may be carried over per year regardless of how it is earned. Request of comp time leave must be submitted to the building principal on the proper form at least forty-eight (48) hours in advance of the requested leave except in case of unavoidable and documented emergency. It is the responsibility of the member to submit this documentation immediately following the emergency. The combination of personal leave and comp days and practicing faith leave shall be limited to no more than three (3) members per building where enrollment is below 550 and five (5) members per building where enrollment exceeds 550. The Superintendent can grant emergency waivers for unavoidable situations. (Including practicing faith leave.)

6. Comp time general information:
   - Comp time may not be accrued for tutoring of students;
   - Comp time needs to be recorded by the actual minutes of coverage of classes or the actual minutes of student focused meetings;
   - All usage of comp time must be pre-approved;
   - A member who work less than full time will earn comp time pro-rated to his/her contract (example: member teachers ½ day will be eligible for ½ the amount of comp time for a student focused meeting – 360 minutes/1 day);
   - A member who is absent must request subs through AESOP. Member may not make arrangements with other members to automatically cover his/her class;
   - A member has two different comp time sheets each year for recording. One sheet (Appendix B2) is for accruing comp time for class coverage and the other sheet (Appendix B3) is for student focused meetings. A member must have an administrator sign his/her comp time sheet on the day the comp time is earned. A member should bring his/her comp time sheet to all student focused meetings and have the administrator sign off at the meeting.

D. Attendance Incentive

The Board agrees to reward employees for exemplary attendance based on the chart below. Payments will be based on quarterly attendance and paid at the end of the 2nd quarter (for quarter 1 and 2) and 4th quarter (for quarters 3 and 4).

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
0 Days Absent	$100	$100	$200	$200
2 Days or Less Absent	$50	$50	$100	$100
3 Days or Less Absent	$25	$25	$50	$50

Bonus for the Entire Year

0 Days Absent	**$400**
2 days or less Absent	**$200**
3 days or less Absent	**$100**

E. Lead Teachers

Lead Teachers will be paid for up to five (5) extended service days, if needed, before, during, or after the school year at the member's per diem rate. Extended time/service days could be accumulated and include, but not limited to, time worked before the start of the school year, before/after the normal school day, or time worked after the conclusion of the school year, mutually agreed upon by the member and building administrator. A written record will be kept of all time. Six (6) hours and forty-five (45) minutes of accumulated time would equate to one (1) day of pay.

The member who takes a position of Lead Teacher will be a member of a bargaining unit.

If the Board determines to reduce or do away with this Lead Teacher position, the member shall have a teaching position in the district.

F. Extended Time

Effective with the 2018-19 school year, all extended time shall be paid at the individual member's per diem rate.

G. Fine and Performing Arts Stipend

Fine and Performing Arts members who coordinate, plan, and implement performing and fine art curricular extension program(s) outside of the contractual work day for which they don't already receive a supplemental, shall be paid an a nnual stipend of $300.

ARTICLE XXI - STRS PICKUP

A. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each member's mandatory contributions to the State Members Retirement System of Ohio (STRS), provided that no member's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby.

B. The dollar amount to be designated as "picked-up" by the Board:

1. Shall equal the current percentage amount of the member's mandatory STRS contribution;

2. Shall be credited by STRS as member contributions under authority of Ohio Attorney General Opinion 82-097;

3. Shall be included in computing final average salary;

4. Shall not be reported by the Board as subject to current federal and state income taxes;

5. Shall be reported by the Board as subject to city income taxes;

6. Shall not be included in the calculation of a member's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting member-authorized credit information to financial institutions.

C. Each member in the bargaining unit shall be subject to this "pick-up" provision. Each member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

D. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney

General Opinions, or other governing regulations, the Board, the Treasurer, and other Board members will be held harmless by the Association, and this Article of the Agreement shall become null and void.

ARTICLE XXII - INSURANCE

To the extent available by the insurance carrier, the Board will offer insurance coverage comparable to existing levels. Said coverage shall be for the individual or a family plan at the member's option. The Board contribution will be prorated based on contract status.

Said coverage shall commence the first day of work by a member and shall continue for the remainder of the calendar month in which the member becomes separated from employment with the Board.

A. Health Savings Accounts (HSA)

As the Board contributions to the savings account are only made in January and July, a committee of members of Association and the Administration shall be formed to provide a procedure by which members who have catastrophic need shall be able to receive the Board's contribution when needed.

The Board shall match a $500 contribution to an employee's Health Savings Account for the January 1, 2026 through December 31, 2026 plan year and the January 1, 2027 through December 31, 2027 school year.

B. Hospital, Surgical, Major Medical, and Dental contribution

1. For the benefit year beginning January 1, 2025, the Board provided member benefit dollars shall be as follows:

Single: $10,711.22 **Family:** $16,956.16

2. For subsequent years, If the medical premium increase is 5% or less, then 2% will be added to the defined contribution from the previous year effective January 1. If the medical premium increase is greater than 5%, then 3% added will be to the defined contribution from the previous year. If the medical premium increase is greater than 10%, then 4% will be added to the defined contribution from the previous year.

3. Member benefit dollars are used for benefit premiums and are intended to be paid and eligibility determined on a monthly basis. For High Deductible Health Plan (HDHP), additional benefit dollars beyond the total premium costs will be deposited into an HSA up to the maximum allowable by IRS regulations. These payments will be made to the HSA account in two equal installments - first pay in January and first pay in July.

4. An IRS Section 125 premium only plan shall be established for all employees. This account shall apply to the employee portion of insurance premiums only. At their request an employee may choose not to participate in this plan by notifying the Treasurer by December 1. Participation in an IRS Section 125 plan shall be for an entire year effective January 1, 1996.

C. Waiver of benefits

There will be an "in lieu of" payment of $3,000 paid to any contracted member who opts not to participate in the district health care coverage. This does not apply to family members in cases where family members are employees of the District.

Payments will be made in two (2) equal installments with the second pay in January and the second pay in July. A member who commences their employment effective with the new school year in August will receive a pro-rated amount of $1,250, payable the second pay in September.

A part-time member will receive a pro-rated amount of the $3,000 payment based on contract status. For example, a half-time member will receive $1,500 total, in two payments of $750, payable the second pay in January and the second pay in July. This equates to $125.00 per month.

A part-time member who commences full-time employment effective with the new school year in August will receive an additional amount of $625 the second pay in September. Full-time employment for the new school year starts in August, which is equivalent to $250 per month. In July, the employee was still in part time status, which would mean the July amount

would have been $125; half of what a per month in lieu would be. August – December is full time at $250 per month pro-rated a total of $1,250. The total prorated amount for the second half of the calendar year is $1,375. The employee was paid $750 in July, so the payment on the second pay in September is the remainder to get to the $1,375, which would be $625.

A member who goes from full-time to part-time, will need to reimburse the district for the months in which the employee is in changed status. The calculation will be based upon $250 per month for full-time employees and $125 per month for part-time employees. If an employee begins the part-time status from full-time status in August, July would still be the full-time amount ($250 per month) and August – December would be the part-time amount ($125 per month). EX: The employee was full time in July and received $1,500 on the second pay in July for the second half of the calendar year. The employee then went part-time beginning in August for the remainder of the calendar year. The employee would then owe $625 back to the district for months August – December at $125 a month. The new total amount for the second half of the year is $875 and the employee was paid $1,500. $1,500 - $875 is $625. The amount owed to the district is based upon the example above.

A member must be in paid status at the time the payment becomes due under this section in order to receive the payment. If circumstances necessitate a member to re-enroll in the district health insurance, the member is responsible for repayment of the "in lieu of" money and waives his/her right to any previously paid "seed money" into the HSA if HSA insurance is elected.

A member who receives the "in-lieu-of payment" of $3,000 for opting not to participate in the district health care coverage must not take the dental only insurance coverage to receive the full in-lieu-of payment in the future.

D. Life Insurance

The Board will provide group life insurance to all members in keeping with the following:

1. Each member will be covered by term life insurance in a face amount that is equal to one and one-half (1-1/2) times the member's regular salary but not to exceed $50,000.

2. Said insurance shall provide for double indemnity for accidental death or dismemberment.

3. The Board shall assume the complete cost of the insurance, and the individual coverage shall remain in effect as long as the member is under individual contract with the Board. The policy shall have conversion right upon resignation from the Board.

E. History of defined contribution

The parties began the practice of defining health insurance and dental contributions in January 2007. Since such time a calculation is made each January to determine the amount that the Board contributes. The formula currently used to determine the amount is stated in Section B above.

For purposes of maintaining a history of such contributions the following information is included in this agreement:

January 2007: Single-$7,200.00; Family-$11,400.00
January 2008: Single-$7,704.00; Family-$12,198.00
January 2009: Single-$8,167.00; Family-$12,930.00
January 2010: Single-$8,167.00; Family-$12,930.00
January 2011: Single-$8,167.00; Family-$12,930.00
January 2012: Single-$8,167.00; Family-$12,930.00
January 2013: Single-$8,167.00; Family-$12,930.00
January 2014: Single-$8,575.00; Family-$13,576.00
January 2015: Single-$8,790.00; Family-$13,915.00
January 2016: Single-$8,878.00; Family-$14,054.00
January 2017: Single-$8,967.00; Family-$14,195.00
January 2018: Single-$9,056.67; Family-$14,336.95
January 2019: Single-$9,147.24; Family-$14,480.32
January 2020: Single-$9,330.18; Family-$14,769.93
January 2021: Single-$9,516.78; Family-$15,065.33
January 2022: Single-$9,802.28; Family-$15,517.29
January 2023: Single-$10,096.35; Family-$15,982.81
January 2024: Single-$10,399.24; Family-$16,462.29

ARTICLE XXIII - HIRING OF RETIRED MEMBERS

Beginning July 1, 2007, if a Miamisburg member retires within five (5) years of their first retirement eligibility, the member will have the option of retiring and being rehired by the district on a one (1) year limited contract at the negotiated base salary (BA-0). The district administration will make the determination of whether a Miamisburg member will be retired/rehired. Retire/rehire will be looked at on an individual basis. If a Miamisburg member wishes to retire/rehire, the member must put the intent in writing and submit to the Director of Human Resources by February 1st of the year the member is requesting the retire/rehire. The administration will have until March 1st of the same year to respond to the Miamisburg member in writing of the district's intent to honor or deny the retire/rehire request based upon honoring all contractual issues first. The administration's decision is final and is not subject to the grievance process. The maximum step that may be attained is BA-5. Contract eligibilities will follow Article VI b. and Article X of the negotiated agreement. In the event of a Reduction in Force, the rehired member will have no seniority rights. Members retain their recall rights within their first five (5) years of retirement eligibility.

When circumstances dictate, the employment of previously retired personnel, whether a previous Miamisburg member or not, to fill teaching vacancies may be recommended to the Board so long as all of the following conditions are agreed upon by the Board and the retiring/retired potential member:

A. The re-employed member is not guaranteed any specific assignment.

B. Upon re-employment, sick leave days may accumulate and be used in accordance with the negotiated agreement, but no severance will be paid out on accrued post-retirement sick days upon leaving employment with the District.

C. For a Miamisburg member all retirement incentive pay must be waived. The following paragraphs expressly superseded ORC 3317.13, 3317.14 and 3319.11 and other applicable law.

D. All rehires will be placed on the Step 0 and placed in the appropriate educational level on the salary schedule. If rehired, previously retired members will advance on the salary schedule with each additional year of employment and receive annual step increases up to, but not to exceed, Step 5 on the salary schedule.

E. A retired member is rehired as a new member with no seniority and no tenure. Individual employment contracts are for one (1) year and will follow the negotiated agreement, Article VI, B. Contract Status: Non-tenured Staff. Official re-employment commences with Board of Education action at the regularly scheduled August Board meeting. This date is used to mark the new commencement of seniority, however, in the event of a reduction in force, any retire/rehire will only have seniority over another retire/rehire member.

F. A previously retired member permanently waives eligibility for continuing contract status as a member in the District, no matter his/her length of post-retirement service or the number of contracts issued.

G. Previously retired members may elect health and other insurance benefits offered by the Board to its regular members.

H. A previously retired member must hold a valid certificate or license issued by the State of Ohio and appropriate to the vacant position.

I. A previously retired member must waive eligibility for any general unpaid leave of absence beyond those provided in the FMLA.

J. Previously retired members are entitled to all other benefits available in the negotiated agreement, unless otherwise limited by the specific provisions of this agreement.

ARTICLE XXIV - SEVERANCE PAY

B. Certificated/licensed members retiring under the Ohio State Members Retirement System (STRS) shall receive severance pay as outlined below:

Accumulated Days of Sick Leave	Percent Payment	Maximum Prorated Days
1. 0-100	25%	25
2. 101-200	27.5%	27.5
3. 201-300	33%	33
4. 301-450	40%	60

*Maximum of 450 days counted towards payout (though unlimited sick leave accumulation allowed)

EXAMPLE: For a member with 310 accumulated sick leave days at time of retirement

1. 100 accumulation x 25% = 25 days
2. Additional 100 accumulation x 27.5% = 27.5 days
3. Additional 100 accumulation x 33% = 33 days
4. Remaining 10 accumulation x 40% = 4 days

Total: 89.5 days x current per diem rate of pay

B. Payments shall be made in accordance with the regular payroll schedule upon presentation to the Treasurer of the Board a copy of the member's first (1st) retirement check.

C. At least two (2) weeks prior to retirement, the member must send a written notice to the Superintendent of his/her intent to retire.

D. The Board will approve the Retirement Incentive Plan and Accumulated Leave Plan for all employees in the covered group. This non-elective employer contribution will be made for all retiring members in the "Covered Group." Specifically, all accumulated sick pay, and any retirement incentive pay will be contributed directly into this plan as an employer paid, non-elective contribution. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program.

E. Retirees who are part of the "Covered Group" as of July 1, 2021 and after, will have their eligible accumulated (but unused) sick pay and any incentive pay deposited into the Section 403(b) Plan sponsored by the Board. This contribution shall be made as an employer non-elective contribution.

F. In the event the amount due to a retiree in the covered group exceeds the current annual 415 limit (as defined by the IRS) for the Section 403(b) Plan, such excess will be paid to the 403(b) Plan at the maximum contribution level allowed by Section 415 of the Internal Revenue Code for up to 5 years beyond the year of retirement until all monies are paid out. Subsequent contributions will be made in January of each year following retirement.

ARTICLE XXV - GENERAL PROVISIONS

A. **Management Rights**

1. Unless specifically abridged, delegated, limited, or modified by the express and specific terms of this written Agreement, the Board reserves to itself and the Administration the power and authority to:

   d. Determine matters of inherent managerial policy including but not limited to curriculum, educational and related programs, standards and expectations for service, overall budget, utilization of technology, and organizational structure;

   e. Hire, evaluate, direct, assign, and supervise members;

   f. Effectively manage the workforce, determine the adequacy of the workforce, determine the methods, processes, means and personnel to perform specific services, and to maintain and improve the efficiency

and effectiveness of the educational process and school operations; and

g. Discipline, suspend, demote, or terminate members for cause, and to lay off, non-renew, transfer, assign, schedule, or promote members and to direct, assign, and schedule pupils.

2. Before changing any term or condition affecting members in the bargaining unit provided in the Agreement or modifying existing terms or conditions of employment, the Board shall give the Association written notice of such and the opportunity to bargain collectively about the Board's proposed action. Otherwise, the exercise of Management Rights set forth in this Article requires neither prior notice, negotiations, nor agreement with the Association.

B. Total Agreement

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

C. Waiver of Negotiations

The parties waive their right to initiate negotiations with respect to any negotiable during the term of this agreement except as provided in Article I and Article XXIV, Management Rights.

D. No Strikes

There shall be no strikes (including sympathy strikes, slow downs, walkouts, refusals to perform assigned duties, picketing, boycotts, or any other related activities) against the Board by any members in the bargaining unit represented by the Association during the term of this Agreement.

The Association shall promptly take all possible actions to prevent and end any such activity by members.

ARTICLE XXVI - DURATION

A. This Agreement shall become effective July 1, 2025, and shall remain in full force and effective through June 30, 2027.

B. This Agreement between the Miamisburg City School's Board of Education and the Miamisburg Classroom Teachers Association constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

Signed:

FOR THE ASSOCIATION:

Ginger Kolianos, Co-President

Matt Gilbert, Co-President

Jason Curry

Katie Mark

Greg Pittroff

Jennifer Damon

FOR THE BOARD:

Corey Dafler, BOE President

Laura Blessing, Superintendent

Katrina Hillard, Treasurer

Steve Homan

Katy Lucas

Stacie Moore

Amy Dobson

Appendix A (1)
Athletic Supplemental Positions
July 1, 2025-June 30, 2027

Position	% of Base Salary	Position	% of Base Salary
Academic Team Coach	0.04	Lacrosse /Boys - Head Coach	0.12
		Lacrosse/Boys - Var. Ass't. Coach	0.085
Athletic Trainer - Head	0.26	Lacrosse/Boys – J.V. Coach	0.085
Athletic Trainer - Asst.	0.21	Lacrosse /Girls - Head Coach	0.12
		Lacrosse/Girls - Var. Ass't. Coach	0.085
Baseball/Boys - Head Coach	0.12	Lacrosse/Girls – J.V. Coach	0.085
Baseball/Boys - Var. Ass't. Coach	0.085		
Baseball/Boys - J.V. Coach	0.085	Music - Marching Band Director	0.17
Baseball/Boys - 9th Grade Coach	0.07	Music - Ass't Marching Band Director (3)	(3) 0.10
Baseball – MMS	(2) 0.04	Music – WGI Winds Director	0.09
		Music – WGI Winds Ass't Director	0.06
Basketball/Boys - Head Coach	0.17		
Basketball/Boys - Var. Ass't	0.1	Soccer/Boys - Head Coach	0.12
Basketball/Boys - J.V. Coach	0.1	Soccer/Boys -Var. Ass't. Coach	0.085
Basketball/Boys - 9th Grade Coach	0.08	Soccer/Boys - J.V. Coach	(2) 0.085
Basketball/Boys - 8th Grade Coach	0.07		
Basketball/Boys - 7th Grade Coach	0.07	Soccer/Girls - Head Coach	0.12
		Soccer/Girls - Var. Ass't. Coach	0.085
Basketball/Girls - Head Coach	0.17	Soccer/Girls - J.V. Coach	0.085
Basketball/Girls Var. Ass't Coach	0.1		
Basketball/Girls - J.V. Coach	0.1	Softball - Head Coach	0.12
Basketball/Girls - 9th Grade Coach	0.08	Softball - Var. Ass't. Coach	0.085
Basketball/Girls - 8th Grade Coach	0.07	Softball - J.V. Coach	0.085
Basketball/Girls - 7th Grade Coach	0.07	Softball - 9th Grade Coach	0.07
Bowling Boys Head Coach	0.09		
Bowling Girls Head Coach	0.09		
Bowling J.V. Coach	(1)0.06		
		Strength Coach	(4) 0.03
Cheerleading Head Coach	0.12		
Cheerleading - Var. Ass't. Coach (2)	(2) 0.085	Swimming - Head Varsity Coach	0.12
Cheerleading - HS Competition Coach	(2) 0.04	Swimming - Var. Ass't. Coach	(2) 0.085
Cheerleading - MS Coach (2)	(2) 0.07	Swimming/Diving Coach	0.04
Cheerleading - MS Competition Coach	0.04	Swimming-Middle School Coach	(2) 0.04

Cross Country/Boys and Girls Combined - Head Coach	0.12	Tennis/Boys - Head Coach	0.09
Cross Country/Combined – Ass't Coach	(2) 0.07	Tennis/Boys - J.V. Coach	0.06
Cross Country - MS Head Coach	0.07	Tennis/Boys - MS Coach	0.04
Cross Country - MS Assistant Coach	0.06		
		Tennis/Girls - Head Coach	0.09
Football - Head Varsity Coach	0.17	Tennis/Girls - J.V. Coach (2)	(2) 0.06
Football - Var. Ass't. Coach	(7) 0.10	Tennis/Girls - MS Coach	0.04
Football - 9th Grade Coach	(2) 0.08		
Football - 8th Grade Head Coach	0.07	Track-Boys - Head Coach	0.12
		Track- Girls- Head Coach	0.12
Football - 8th Grade Ass't Coach	(2) 0.06	Track-Boys/Girls- Var. Ass't. Coach	(4) 0.085
Football - 7th Grade Head Coach	0.07	Track-Boys/Girls- Var. Ass't. Coach	(2) 0.07
Football - 7th Grade Ass't. Coach	(2) 0.06	Track/Boys – MS Head Coach	0.07
		Track/Boys - MS Ass't Coach	(2) 0.06
Golf - Boys Head Varsity Coach	0.09	Track/Girls – MS Head Coach	0.07
Golf - Boys J.V. Coach	0.06	Track/Girls – MS Ass't Coach	(2) 0.06
Golf - Girls Head Varsity Coach	0.09		
Golf - Girls J.V. Coach	0.06		
Guard/Fall - Head Director	0.1	Volleyball - Head Varsity Coach	0.12
Guard/Fall - Ass't Director	0.08	Volleyball - J.V. Coach	0.085
Guard/Fall - Middle School	0.04	Volleyball - 9th Grade Coach	0.07
Guard/Winter - Head Director	0.12	Volleyball - 8th Grade Coach	0.07
Guard/Winter – Assistant Director	0.085		
Guard/Winter - MS Director	0.07	Volleyball - 7th Grade Coach	0.07
Guard/Winter - MS Ass't Director	0.06		
Guard/Winter – MS Ass't	0.06	Wrestling - Head Varsity Coach	0.12
		Wrestling - Girls Head Varsity Coach	0.12
Gymnastics - Head Coach	0.09	Wrestling - Ass't. Varsity Coach	(2) 0.085
Gymnastics - Middle School Coach	0.07	Wrestling - MS Head Coach	0.07
		Wrestling - MS Ass't Coach	(2) 0.06

Appendix A (2)
Supplemental Positions
July 1, 2025 - June 30, 2027

Position	Stipend	Position	Stipend
Class Advisor – Grade 9	300		
Class Advisor – Grade 10	300	Muse Machine –Middle School	1200
Class Advisor – Grade 11	300	Music – Pep Band	900
Class Advisor – Grade 12	600	Music – Performance Groups – Jazz Band	2000
		Music- Instrumental Director (3)	1200
Detention	District Hourly rate	Music – Middle School Jazz	1000
		Music – Performance Groups – Vocal	2000
		Music – Vocal Music Director (2)	1200
		Music- Vocal Music Club - MS	1000
DI Coach – Bauer (2)	450	National Board Certification One Time Payment	1000
DI Coach – Bear (2)	450	National Honor Society – HS (2)	750
DI Coach – Jane Chance (2)	450		
DI Coach – Kinder (2)	450		
DI Coach – Mark Twain (2)	450		
DI Coach – Medlar View (2)	450		
DI Coach – Mound (2)	450	School Paper/Yrbk –Middle School Yearbook	1050
DI Coach – Middle School (2)	450	School Paper/Yrbk – Mirus	1500
DI Coach – High School (2)	450	Site Manager – H.S. (4) – per Spring season (2) – per person/per other seasons	1650
Drama/Musical Choreographer-Spring	850		
Drama Director- Fall	900	Drama Producer-Spring	1800
Drama Producer-Fall	1080		
Drama Choreographer- Fall	510		
Drama/Musical Director- Spring	1500	Site Manager –MS–Fall–per event (max $3000)	$75
Eighth Grade Class Trip Coordinator	600		
		Site Manager – MS–Winter– per event (max $ 4875)	$75

International Club	300	Site Manager – MS–Spring– per event (max $2850)	$75
		Student Council Advisor – Primary and Intermediate Buildings (2 per building for 14 total)	300
		Student Council Advisor –Middle School (2)	600
LPDC Chairperson	6500	Student Council Advisor – H.S. (2)	1200
LPDC Secretary	500	Summer School	District hourly rate
LPDC Building Member (15)	800	Production	3500
Mentor Member – Lead Entry Year (2)	750	Ticket Takers	18/hr
Mentor Members as needed for new staff	600		
Mock Trial Coach	450	1860 Belvo Coordinator	1500
Summer School, High School After School Credit Recovery Program, Home Instruction, Detentions, Summer P rofessional Development.	$35.00 Per Hour (Prorated f or parts of hours)		

Appendix A (3)
Extended Service

High School Department Chairs - $2200.00

Mathematics, Science, Social Studies, Language Arts, Business, Practical/Fine Arts, Foreign Language and Special Education

Middle School Department Chairs - $1200.00

Mathematics, Science, Language Arts, Social Studies, Special Education, and Electives

Flat Rate – See above for $35.00

The following are *per diem* rate of pay:

Vocational Home Economics – 5 days

Vocational M.E. – 8 days

High School Counselors – 20 days

Middle School Counselors – 20 days

Elementary Counselors – 5 days

High School Libraries – 10 days

Tech Prep – 8 days

APPENDIX B

COMP TIME ACCRUAL FORM
CLASS COVERAGE/STUDENT FOCUSED MEETINGS

TEACHER NAME: **BUILDING:** **YEAR:**

Comp time can be earned for class coverage or student focused meetings that teachers are required to attend during non-contracted hours, during lunch/planning time in their daily schedule. (*Supervisors MUST sign at the meeting but no less than 2 days after)* There is unlimited comp time accrual for comp time earned. The teacher may either take the comp days or be paid at the end of the year. ONE comp day may be carried over until the next school year regardless of how it is earned. Teachers may use up to TWO comp days per school year no matter how it is earned. It is the teacher's responsibility to keep track of this form until ready to use. If the roll over comp day isn't used the following year a teacher either turns it in for pay or forfeits the day. It MAY NOT be carried over another year. All options are outlined in the negotiated agreement in Article XX.

Date	Description of Activity	Start & Stop Times	Minutes	Supervisor Initials

		TOTAL MINUTES		
____________ (Total Minutes) Used on ______________ (Date)			Signature:	
____________ (Total Minutes) Carried Over on ______________ (Date)			Signature:	
___________ (Total Minutes) Paid on ________________ (Date)			Signature:	

APPENDIX C
CHANGE PROCESS WORKSHEET

Building:_____

Date:_____

1. Identify the Need

☐ What specific improvement is being considered?
☐ Is this a building-level change?

2. Impact on Educational Program or Delivery Model

☐ How does this change affect teaching, learning, or program structure?
☐ What are the potential benefits?
☐ What are the potential challenges?

3. Timeline for Addressing the Need

☐ What are the key checkpoints and deadlines?
☐ Is there a specific timeframe for implementation?

4. Identify Stakeholders

☐ Who will be directly impacted?
☐ Who needs to be involved in discussions and decision-making?

5. Identify Leadership for the Change Process

☐ Who will be responsible for guiding and managing this change?

6. Research & Data Collection

☐ What research, data, or case studies are needed to inform the decision?
☐ Are there best practices or models from other schools/districts to consider?

7. Alignment with Goals

☐ How does this change support:

- **Building Goals?**
- **District Strategic Plan?**

8. Consensus & Collaboration Strategy

☐ How will discussions be structured to ensure **collaboration and transparency**?
☐ What process will be used to gather input and build consensus?

9. Staff Involvement

☐ How will staff be engaged in the process? (e.g., meetings, surveys, working groups)
☐ How will their feedback be collected and incorporated?

Appendix D

Staff Injury/Accident Reporting

Scan the QR Code to follow the

staff injury/accident reporting process.



Please follow these guidelines in the event of a work-related injury:

1) IF YOU HAVE A LIFE THREATENING INJURY, CALL 911.
2) Report any injury/accident immediately to your administrator.
3) Go to: https://www.publicschoolworks.com/ARPages/accidentsPage1.php?di=119 to fill out an on-line Accident Report. You can also access the form through ClassLink – District App Folder.
4) Report to Premier Occupational Health Facility **or** a Premier Health Urgent Care Center (please see location information flyer below) **or** any provider of your choice who will accept Workers' Compensation patients. **You must tell the provider that you were injured at work and this is a Workers' Compensation Claim.**
5) Once treatment is complete you will be given a MedCo-14 form with treatment notes to return to administration.
6) Your contact at Miamisburg City Schools for Workers' Compensation Injuries is Nicole Meier (937) 866-3381 ext. 3009, nmeier@miamisburg.k12.oh.us

Workers' Compensation Injury Treatment Guidelines

Miamisburg City Schools uses the services of **Premier Occupational Health Facilities** and **Premier Health Urgent Care Centers** for treatment of all work-related injuries. Premier Occupational Health Facilities and Premier Health Urgent Care Centers specializes in workers' compensation injuries and we have developed a program to ensure you receive the best possible treatment in the event of an injury at work. Please see below for location and hours. In addition, employees may choose to go to any provider of their choice who **accept** Workers' Compensation Patients.

Premier Health



PREMIER HEALTH

Your Business Partner in WorkPlace Health

Our experienced team of providers are trained in occupational health designed to help employees return to work.

- Treatment of work-related injuries and illnesses
- Physicals: Pre-placement, return-to-work, fit-for-duty, pension, and DOT
- Drug and alcohol testing
- Pulmonary function and mask fit testing,
- Audiograms and more
- Case facilitator for Bureau of Worker's Compensation claims to ensure prompt response and communication when managing injuries

Walk-ins welcome for drug, breath alcohol testing, and initial injury care

Dayton Clinic

25 E. Foraker Street
Dayton OH
(937)208-7250
M - F 8 a.m.-4:30 p.m.

Troy Clinic

998 S. Dorset Rd.
Troy OH
(937) 440-7358
M - F 8 a.m. - 4:30 p.m.

Monroe Clinic

35 Overbrook Ct.
Monroe OH
(513) 402-6350
M, W, T, F 7:30 a.m. - 5 p.m.
Tues. 7:30 a.m. - 11:30 a.m.

After Hours/Weekend Support

Premier Health Urgent Care clinics handle after hour visits for initial injury, post-accident injury, and reasonable suspicion drug and breath alcohol testing.

For hours scan the QR code or go to

Locations/UrgentCare

FOR INFORMATION

Please reach out to Sandy Nickley
(937) 409-7608 or email

smnickley@premierhealth.com

**Operated by Premier Community Health*



Your Business Partner in WorkPlace Health

Premier Occupational Health

Services provided include:

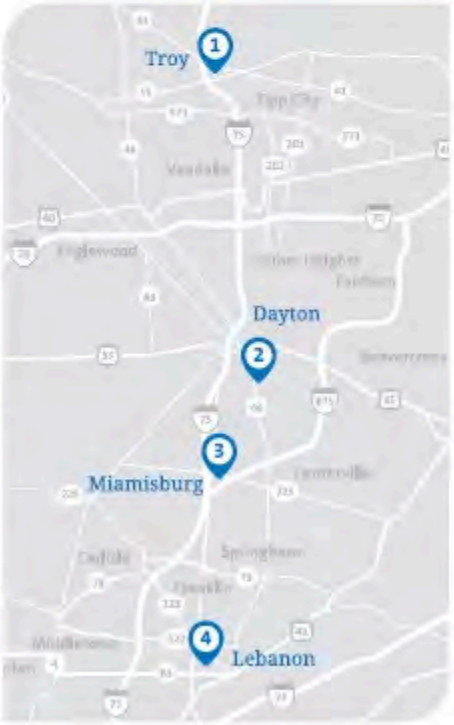
- Treatment of work-related injuries and illnesses by providers experienced in occupational health to assist in reduced work-related injury costs and promptly returning employees to their jobs.
- Pre-placement, return-to-work, fit-for-duty and DOT physicals, as well as drug and alcohol testing to help assure that employees are safe to work and physically able to perform job duties.
- On-site nursing and educational programs for convenience.
- Case facilitator for Bureau of Workers' Compensation claims to ensure prompt response and communication when managing injuries.

1 Troy
998 S. Dorset Road
Troy, OH 45373
(937) 440-7358
Monday – Friday
8 a.m. – 4:30 p.m.

2 Dayton
1520 S. Main St.
Suite 003
Dayton, OH 45409
(937) 208-7250
Monday – Friday
8 a.m. – 4:30 p.m.

[redacted]

4 Lebanon
580 N. St. Route 741
(513) 974-8320
Monday – Sunday
9 a.m. – 9 p.m.



Premier Health
Premier Community Health



Occupational Health Services Offered at Premier Health Urgent Care

Services offered:

- After hours drug and alcohol testing
  - Drug screening is performed ONLY for work-related injuries and reasonable suspicion
- Initial care and treatment for work-related injuries

Online Appointments
PremierUrgentCareOH.com

Open Daily 9 a.m. – 9 p.m.
We welcome all ages.

1 Piqua
280 Looney Road
(Located inside the Premier Health Outpatient Care Center North building)
(937) 440-7683

2 Troy
1843 W. Main St.
(Located near Wal-Mart)
(937) 208-4120

3 Huber Heights
8290 Old Troy Pk.
(Located near Hobby Lobby)
(937) 208-4100

4 Englewood
1130 S. Main St.
(Located next to ALDI)
(937) 208-6879

5 Beavercreek
2484 N. Fairfield Road
(Located in front of Target)
(937) 208-8170

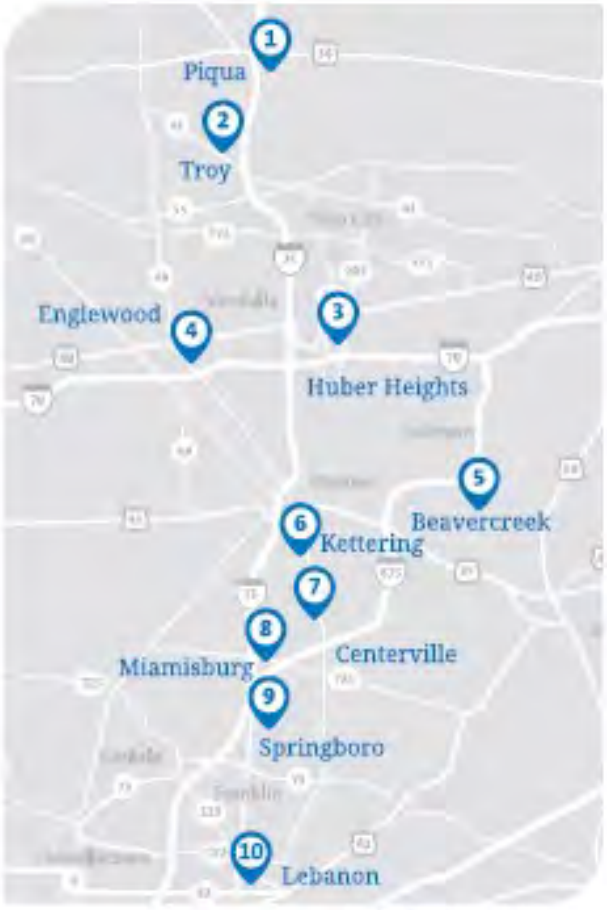
6 Kettering
135 W. Dorothy Ln.
(Located near Far Hills Avenue)
(937) 208-0300

7 Centerville
6071 Far Hills Ave.
(Located next to Dorothy Lane Market)
(937) 208-6887

[redacted]

9 Springboro
752 N. Main St.
(Located next to Dorothy Lane Market)
(937) 208-6865

10 Lebanon
Premier Health Urgent Care
at Union Village
580 N. St. Route 741
(513) 974-8320



Premier Health
Premier Health Urgent Care

P-C-MKT23008-4/22 - FLY105FOHUC