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NEGOTIATED AGREEMENT

between the

MANCHESTER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

MANCHESTER EDUCATION ASSOCIATION

Effective September 1, 2025, through August 31, 2028

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ARTICLE 1 -- PREAMBLE

The purpose of the Manchester Local School District is to provide the best educational opportunities for the children attending our schools. It is the objective of the Board of Education, the Superintendent, and the instructional staff to provide the highest quality educational program for the children of this district.

The Board of Education, the Superintendent, and the instructional staff can best attain their common objectives and discharge their respective responsibilities utilizing the abilities, experience, and judgments of each other to resolve matters of concern affecting the quality of the educational program.

It is the purpose of this document to establish a relationship between the Board of Education and the Manchester Education Association and to set forth an orderly procedure for negotiations between said parties.

ARTICLE 2 -- RECOGNITION

A. Recognition Statement

The Manchester Local Board of Education, hereinafter called the "employer", hereby recognizes the Manchester Education Association, an OEA/NEA affiliate, hereinafter called the "association", as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.

B. Bargaining Unit Defined

1. The bargaining unit shall include all certificated employees currently employed or to be employed excluding tutors, nurses, psychologists, substitute teachers, directors, principals, attendance officers, and other administrators.

   Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

C. Part-time Defined

Part-time bargaining unit members shall be those who work less than a full day.

D. Association Exclusive Rights

All teachers of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

1. Exclusive recognition shall entitle the MEA to these rights exclusively:

   a. MEA use of all bulletin boards in staff lounges.

   b. Payroll deduction of membership dues.

   c. Use of staff mailboxes for MEA news materials.

   d. Monthly copy of official Board Minutes and Agenda for MEA use in each building.

   e. MEA spokesperson has the right to address the Board at all official Board meetings, at the appropriate time on the agenda.

   f. The MEA Officers shall be afforded the opportunity on Convocation Day to hold a meeting with members.

   g. The MEA Officers shall be afforded the opportunity to participate in New Teacher Orientation.

h. The MEA Officers or any committee thereof, may request to use school buildings and facilities, without charge, for professional meetings at times when a custodian is normally on duty. A request will be submitted to the Building Principal at least twenty-four (24) hours in advance of the meeting.

i. The Manchester Education Association (MEA) President, Vice-President, Secretary, and Treasurer have the option to be paid a stipend by the Board as identified by the MEA. The MEA shall repay the Board for the cost of the stipends, i.e. state/federal taxes, workers compensation, and any applicable retirement costs payable to the Ohio STRS.

j. The MEA officers/representative shall be provided up to five (5) days total per year for professional meetings. No more than two (2) employees from a building on any given day shall attend.

E. Membership List - Exclusive Recognition

1. Upon request from the association the name and address of a newly employed bargaining unit member shall be provided as soon as such information is available or at other times when new members are hired.

2. The Board hereby recognizes the MEA as the official and sole negotiating agent for all instructional staff employed by the school district.

3. The Association President shall receive from the Board, a Directory listing the names, classifications, and location on the record of all employees of the Board. This Directory will be provided when requested by the MEA President.

F. Association Dues

1. The association will provide a membership list including the identification of MEA officers to the treasurer's office two weeks prior to the second pay date in September. The Board will deduct, beginning on the second pay in September, from the pay of each bargaining unit employee who in writing so authorizes it to do so, the required amount of fees for the payment of Association Annual Unified dues once per month. Corresponding deductions shall be made beginning on the second pay after. For those teachers who join the Association in mid-year, deductions will be made from the first available pay. Deductions shall be made with no cost to the employee or the Association.

2. Dues rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining the amounts to be payroll-deducted.

3. All monies from Association memberships shall be mailed to the OEA Account within ten (10) days from when the deduction was made and each transmittal shall include the name of each employee for whom the deduction was made and the amount each employee paid.

ARTICLE 3 -- NEGOTIATIONS PROCEDURE

A. Negotiations Requests

1. Upon written request of either team for a meeting to open negotiations within one hundred twenty (120) days of the expiration of the agreement, a mutually acceptable date shall be set no more than ten (10) days following such request.

2. The written request for negotiations shall include:

   a. Date of writing.
   b. Statement of purpose.
   c. Name, address, and phone number of person to contact representing the requesting party.

3. Confirmation of an agreeable meeting date shall be initiated by the party receiving the initial request.

4. "Day," as used in this agreement, is a calendar day unless otherwise stated.

B. Approval of Agenda

1. At the first scheduled negotiations meeting, the official representative of the MEA and the Board shall meet for the sole purpose of submitting the subject items to be negotiated and the method to be used for negotiations.

2. Scope of negotiations shall include all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Negotiated Agreement.

C. Meeting Period

1. All meetings shall be conducted in executive session on other than school time, unless mutually agreed otherwise.

2. At the conclusion of each negotiation session, a time and place for the next session shall be mutually set.

D. Procedures

1. Team Member:

   Each negotiations team shall consist of four (4) members who may all speak. Team members may change.

2. Consultants:

   Each negotiations team may use any consultants they feel essential in the course of negotiations. The cost of consultants shall be borne by the party requesting them.

3. Observers:

Each negotiations team shall be permitted one (1) observer in any one (1) negotiations session. These observers shall be without the right to speak or to otherwise participate.

4. Information:

Prior to and during negotiations, the Board agrees to provide to the MEA upon written request and within a reasonable time period, essential information concerning the financial resources and expenditures of the school district and a Teacher Training & Experience Grid to assist the MEA in developing intelligent and accurate proposals.

5. Authority:

Members of both negotiation teams shall be empowered with the authority to negotiate; that is, to make proposals, consider proposals, and make concessions on behalf of their constituents during negotiations.

6. Good Faith:

All negotiations shall be conducted in "good faith." "Good faith" requires that the MEA and the Board be willing to react to each other's proposal or counterproposal with the intention of reaching mutual agreement. If a proposal or counterproposal is unacceptable to one (1) of the parties, the party is obligated to give their reasons based upon the best information available. "Good faith" requires both parties to recognize negotiations as a shared process.

7. Caucuses:

During a negotiation session, either team may call caucuses not to exceed thirty (30) minutes each, unless mutually agreed to extend beyond the thirty (30) minute time frame.

8. Recess:

Either team may declare a recess when it appears meaningful progress cannot be obtained, whereupon, a time and place for the next bargaining session shall be mutually set.

9. News Releases:

While negotiations are in progress and until agreement has been declared, no outside news releases shall be made without the prior agreement of both teams. Said releases shall be in writing, and both teams shall receive a copy at least twenty-four (24) hours before it is in the hands of the news media.

10. Progress Reports:

Progress reports may be made to the represented bodies by either team, at the discretion of that team.

11. Minutes of Sessions:

Recording devices, for dictating purposes only, may be permitted at each negotiation session, upon approval of each team, and/or a recording secretary may be mutually appointed to take the official notes of each negotiation session. The notes of each session may be read and approved by the official spokesperson of each team prior to the beginning of the next regularly scheduled negotiations session.

12. Tabling:

During a negotiation session, items on the agenda may be tabled or temporarily set aside by the team presenting the item. These tabled items shall receive first consideration at the next scheduled session.

13. Dispute Settlement Procedure:

a. If after forty-five (45) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) or a mutual agreed upon mediator to assist in negotiations. If a party calls for FMCS or a mediator to be involvement, the other party shall join in a joint request.

b. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code 4117.14(C)(1)(f) and is intended to supersede the procedures contained in Ohio Revised Code 4117.14.

c. The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

d. At any time after the initial thirty (30) calendar days set forth in (c) above, the Association may proceed in accordance with Ohio Revised Code 4117.14(d)(2).

E. Tentative Agreement and Ratification

1. As the tentative agreement is reached on each item during negotiations, it shall be reduced to writing, initialed by the official spokesperson of each team, and set aside.

2. Tentatively agreed to items may only be recalled as part of the unfinished agenda when it is agreed to by both teams.

3. When the tentative agreement is reached on all items to be negotiated, the proposed agreement shall be reduced to its final language and submitted first to the MEA for ratification by a vote of its membership, and then to the Board for final approval at the next regularly scheduled Board meeting.

4. When approved by both parties, the agreement shall constitute a revision of School Policies and shall be binding on both parties.

F. General Provision

1. If any provision of this document or any application of this document to any teacher shall be found contrary to law, then the provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. In the event there is a conflict between this Agreement and any applicable state or federal law, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within ten (10) days of demand by either party or as mutually agreed.

2. No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

G. Amendment Procedure

1. This agreement may be amended by mutual agreement of both parties. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party.

2. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period as defined in this document.

ARTICLE 4 -- GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall be considered any question where a teacher feels there has been an alleged violation, misinterpretation or misapplication of the master agreement between the Board and the MEA.

2. The association has the right to file a grievance if accompanied by a named certified employee. The certified employee does not have to be the aggrieved individual. The employee representing the grievance shall be present at all meetings.

   The grievant or grievant representative has the right to halt the grievance at anytime during the process. Termination of the grievance shall be submitted in writing to the Superintendent with a copy to the MEA President.

B. Informal Procedure

1. If a teacher believes there is a basis for a grievance, he/she should first discuss it with the Building Principal (or his designee) in an effort to resolve the problem informally. The teacher is encouraged to resolve the problem with the Principal, but may ask a member of the Executive Committee of the MEA to be present at the meeting after informing the MEA of the nature of the grievance. The teacher shall inform the Principal that the discussion is, in fact, the informal stage of a grievance.

2. If an agreement can be reached informally, any change affecting the written policies, where no policy exists, shall be written out and given to the staff within ten (10) school days.

C. Formal Procedure

1. Level One

   a. If the grievance cannot be settled by Informal Procedure, the teacher shall provide a written grievance, on a form available in each school office, within five (5) school days after failure to resolve the grievance informally. A copy will be kept by the teacher and one (1) copy will be given to the building representative of the MEA. A meeting shall be scheduled within five (5) school days after presentation of written grievance.

   b. The meeting on the written grievance shall include the Principal, the teacher filing the written grievance, and a representative of the Executive Committee of the MEA.

c. The Principal, after the meeting, shall make his/her decision known in writing, within five (5) days. Copies of this decision should be sent to the teacher, and MEA representative present at meeting, and the file for written grievances kept in each school office.

d. After receiving the written reply, the Executive Committee of the MEA or its designated committee will decide within five (5) days whether or not to advance the grievance further and will inform the teacher and the principal of its decision in writing.

e. If all parties concerned are in agreement with the written reply by the Principal, the teacher and the Principal shall be informed in writing, within ten (10) days, of acceptance of any change in policies mentioned in Section A.1, herein.

f. If the MEA agrees to further support the grievance and is not in agreement with the written decision of the Principal, an MEA Executive Committee member shall be at all subsequent meetings.

g. If MEA decides against further involvement, the teacher may decide to carry the grievance further through additional grievance steps, but without support from the MEA.

2. Level Two

a. In the event a satisfactory settlement has not been reached or the matter is beyond the jurisdiction of the Principal, the written grievance shall be submitted to the Superintendent and a conference set up within five (5) school days or as soon after as practical.

b. The Superintendent shall submit a written reply within five (5) days after such meeting, or as soon after as practical.

c. If the decision is accepted by all parties involved, a written change in policy shall be submitted to the staff affected by this change in policy within seven (7) school days.

3. Level Three

a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after meeting with the Superintendent, the grievant may file the written grievance with the Board within ten (10) school days.

b. At the next regular Board meeting, which is not less than three (3) school days after the receipt of the written grievance, the Board shall meet with the grievant in executive session of the regular Board meeting to discuss the content of his/her grievance.

c. The grievant may be represented by a representative of his/her choice at the meeting with the Board.

d. Within ten (10) school days after the meeting with the grievant, the Board shall render its decision which shall be in writing and signed by the Board President.

4. Level Four

a. If the grievant is not satisfied with the disposition of the grievant at Level Three, or if no decision had been rendered within ten (10) school days after meeting with the Board, the grievant (through the Association) may demand a hearing before an arbitrator.

b. The grievant's demand for arbitration shall be made within ten (10) school days following receipt of the disposition of the grievance at Level Three. The grievant's demand for arbitration shall be made in writing to the Superintendent. Within ten (10) school days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

c. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be needed upon. The decision shall be in writing and a copy sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, The Association, and the grievant.

d. The arbitrator shall not have the authority to add to, subtract from, and modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, or to submit observations or declarations of opinion, which are directly essential in reaching the determination.

e. The arbitration shall in no way interfere with management prerogative involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

f. An Association representative and up to two (2) necessary witnesses shall be accorded a reasonable amount of release time to attend hearings at Levels 1-3 formal and informal for the grievance procedure if the hearing is scheduled during the workday. The attendance of the witnesses and their identities must be made known to the Administration prior to the scheduling of the meeting or hearing at Levels 1-3 formal and informal.

g. The cost of arbitration, including the administrative fee, shall be shared equally by the Board and the Association.

D. No Reprisals

No reprisals shall be taken by the Board or by any member of the administration against any teacher by reason of participation in a grievance.

ARTICLE 5 -- LEAVE POLICIES

A. Sick Leave

1. Use of Sick Leave

a. Teachers, may use Sick Leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. The Board of Education shall require a teacher to furnish a written, signed statement, on forms prescribed by such Board, to justify the use of Sick Leave. After five (5) consecutive days of absence, a physician's statement with the name of the attending physician and date(s) when consulted shall be provided. Falsification of a statement is grounds for suspension or termination of employment under Ohio Revised Code 3319.081 and 3319.16.

b. For purposes of this section, "immediate family" includes: employee, children, stepchildren, adopted (or in process of adopting) children, foster children, spouse, parents, stepparent, siblings, mother-in-law, father-in-law, grandparents (spouse's grandparents included), or other relatives currently residing in the household. Grandchildren are included when seriously ill. This definition may include other persons at the discretion of a requesting employee's supervisor/principal/superintendent on a case-by-case basis.

c. The Board shall permit sick leave to be used for absence in case of death of close relatives or friends not in the immediate family, subject to the other provisions given in Section (a) herein.

d. Sick days or personal leave days may be used for funerals.

e. Sick leave shall be charged at not less than one-fourth (1/4) day increments.

f. If an employee misses more than ten (10) consecutive days due to their own illness or injury (or demonstrates a misuse of sick leave), said employee might be required to be released for return to employment by a physician chosen by the Board of Education. If the employee's physician and the Board's physician disagree, a third physician paid for by the Board and mutually agreed upon shall make the final decision.

g. A sick day will not be lost due to cancellation of school.

h. Any employee receiving sick leave pay is prohibited from working elsewhere in either a volunteer or paid capacity.

2. Advance of Sick Leave

A bargaining unit member whose sick leave has been exhausted shall be credited with five (5) days of sick leave as provided for in ORC Section 3319.08. These five (5) days or any portion thereof may be used at any time in case the member is unable to work because of any of the prescribed reasons for the use of sick leave and the member has not accumulated a sufficient amount of sick leave as provided for in ORC 3319.08. The five (5) day advancement is to be deducted from the future accumulation of sick leave credit.

3. Accumulated Sick Leave

Sick leave shall accumulate at the rate of one and one-quarter (1¼) days for each complete month of service up to fifteen (15) days for each year. Accumulation of sick leave shall be unlimited.

4. FMLA

FMLA leave shall be provided by the District in accordance with the Family Medical Leave Act of 1993, as amended from time to time. Eligible employees are entitled to twelve (12) workweeks or twenty-six (26) workweeks for military related leave in accordance with the FMLA regulations. FMLA leave shall run concurrently with any paid or unpaid leaves available to an employee.

The Board will continue to pay the District's share of the employee's health benefits during the FMLA leave and the employee shall continue to pay the employee premium contribution during the FMLA leave In addition, the District will reinstate the employee to the same or equivalent position after the employee's return from FMLA leave.

In complying with FMLA, the District will adhere to the requirements of applicable state and federal law and any future changes in said law.

5. Donation of Sick Leave

a. If a certified staff member is absent for thirty (30) consecutive work days or more due to a serious or long-term illness or accident of the certified staff member, spouse, or minor child. and said certified staff member has exhausted all but (5) days of their accumulated sick leave, another certified staff member may donate up to two (2) days of his/her accumulated sick leave to the absent certified staff member. The Superintendent may waive any of these requirements.

The sick leave donation is available for absence associated with normal pregnancy and childbirth, including a Cesarean section delivery.

A certified staff member whose sick leave has been depleted by a documented pattern of abuse of sick leave shall not qualify for this benefit. A certified staff member may request sick leave donation when their sick leave accrual has (5) days or less and then he/she may use donated sick leave days if needed to reach the maximum aggregate (30).

b. No certified staff member may receive more than an aggregate of thirty (30) donated sick leave days within a one-year calendar period.

c. No certified staff member shall be actively employed with any other employer, public or private, part-time, or full-time, during the period of time he/she is receiving benefits of donated sick leave days.

d. Serious illness is defined as severe physical illness requiring prolonged medical care. The Superintendent and the Board of Education shall be the final determiner of eligibility.

e. Donation of sick leave days must be initiated by the certified staff member donating the day(s) on a form included in appendix I. The form must be submitted no later than two (2) weeks prior to the pay date the donated sick leave days will be used by the absent certified staff member.

f. All required detailed medical information and forms must be submitted before any donated sick days will be allowed to be used.

g. Any certified staff member transferring sick leave days shall not be permitted to deplete his/her own sick leave accumulation below thirty (30) days.

6. Maternity and Parental Leaves of Absence

a. Teachers requesting leave following birth or adoption of a child, may use up to 12 weeks of FMLA leave, with any available paid sick leave running concurrently. After FMLA leave is exhausted, the teacher may request and shall be granted unpaid leave of up to one (1) year in total (including 12 weeks of FMLA). If leave commences in the first semester of a school year, unpaid leave will not be granted beyond the end of that school year. If leave commences in the second semester of a school year, unpaid leave will not be granted beyond the end of the first semester of the following school year. The teacher will be guaranteed return to his/her original assignment, when leave originates and terminates within the same school year. The teacher shall have the opportunity to terminate parental leave early by informing the Superintendent two (2) weeks prior to the new return date.

b. The pregnant teacher may choose any of the following options during pre and/or post-delivery:

1. For illness due to pregnancy, a teacher may use accumulated paid Sick Leave, prior to delivery and post-delivery. Post delivery is based upon the physician's release.

2. After birth of the child, the member may use sick leave during the immediately succeeding six (6) calendar weeks for a regular delivery or eight (8) calendar weeks for a Caesarian delivery without certification of a pregnancy related disability. The use of sick leave for this purpose after such 6 week or 8 week period, whichever is applicable, requires submission of a doctor's certification, dated within the pregnancy leave period, that the disability exists and precludes the member from working.

3. An employee who adopts a child may utilize up to ten (10) days of sick leave beginning from the time the child is in his/her home. If the child is infant to school age the employee may utilize an unpaid child-rearing leave of absence up to 6 weeks inclusive of the (10) sick leave days. Written application for leave must be submitted to the Superintendent/Designee at least forty-five (45) days prior to attaining custody of the adopted child or immediately upon notice of when custody will take place, whichever occurs later.

B. Personal Leave

1. Personal Leave is designed to permit teachers to be absent to take care of matters that cannot be handled in any other way or at any other time. Three (3) days of Personal Leave shall be granted to a teacher in the Manchester School System.

2. Personal Leave cannot be used to extend a vacation or be granted on the day before or the day following a school holiday or holiday period. Personal Leave cannot be used to support any type of work stoppage, or in any way that would enhance a second occupation and/or hobby.

   Exceptions may be made to the vacation/holiday period requirement if reasons are given, and they are not related to extending the vacation or holiday.

3. These days are non-cumulative. No more than ten percent (10%) of all teachers shall be granted Personal Leave on any given working day.

4. Use of Personal Leave contrary to the provisions of this article shall result in the loss of pay for each day of improper use.

5. All Personal Leave days shall be submitted to the Superintendent through the Building Principal. A teacher planning to use Personal Leave should notify his/her Principal of such intent as soon in advance as possible. The Superintendent may, at his discretion, permit additional leave days. His approval

or disapproval on all Personal Leave requests is final. Should the teacher wish to rescind the request for an approved personal leave day(s), such request must be presented to the Principal no later than 8:00 A.M. the day prior to the approved personal day.

6. Personal leave shall be taken at not less than one-quarter (1/4) day increments.

7. Unused personal days will be added to accumulated sick days at the end of each fiscal year.

8. A Personal Day will not be lost due to cancellation of school.

C. Attendance Awards (also see Article 11)

1. If a teacher misses zero (0) days of attendance (excluding Professional Days)-they will receive a two hundred and fifty dollars ($250.00) stipend for each semester to be awarded at the end of the semester. Payments will be made twice a year.

2. Any use of Personal Days, Sick Days and/or Deduct Days in any amount (1/4, ½ or full day) shall result in no stipend for that semester.

3. A Jury Duty summons will NOT count against the Attendance Award criteria.

4. Stipends will be paid within two (2) weeks of the end of the semester and will occur on a non-regular pay day via direct deposit.

D. Military Leave

Teachers shall be granted military leave, upon request, in accordance with the requirements of state and federal law.

E. Extended Illness/Disability Leave

1. A teacher whose personal illness or disability extends beyond the period covered by accumulated sick leave will be granted further leave, without pay, for such time as is necessary for the complete recovery from such illness or disability and the teacher shall return to his/her previous contractual status. In order to be eligible for such leave, the teacher must provide written documentation (i.e., Medical Report) from the teacher's physician.

2. A teacher who exhausts the sick leave days warranted under this agreement and has obtained Personal Illness Leave shall be entitled to pay the cost of the premium for the fringe benefit insurance coverage if he/she pays the appropriate premium to the Treasurer at the time and in the manner prescribed by the Treasurer and pursuant to the carrier's guidelines.

3. When an employee is approved by STRS for a disability retirement, sick leave and personal leave can only be used for a maximum of 20 days (any combination of sick or personal) from the date of said STRS approval.

F. Professional Leave

1. Professional meetings include attendance at in-service programs, workshops, clinics, professional conferences, and other approved meetings.

2. Applications for professional meetings shall be submitted to the Superintendent, through the Building Principal, for approval.

G. Sabbatical Leave

1. A teacher may be granted Sabbatical Leave after three (3) consecutive years of experience in the Manchester School System. The request must be submitted to the Superintendent by April 15, immediately preceding the leave year. The teacher may be granted leave (without pay or Board-paid benefits) for study for one (1) full semester or two (2) semesters, but not longer than one (1) school year. The application for leave shall be accompanied by an outline of the program of study or research to be pursued. Notification of intent to resume the employment must be made at least sixty (60) days prior to the termination date of the Leave of Absence but in no case later than April 1 of the school year in which leave is taken.

2. Upon reinstatement, the teacher's salary shall be based on current training and the experience level prior to the leave. He/she shall be returned to the contractual status which he/she held at the time his/her leave commenced.

H. Assault Leave

1. Any teacher who, in the course of Board employment, is assaulted by a person and the assault results in the physical and/or serious psychological injury or disability to the teacher severe enough to preclude the satisfactory performance of teaching duties, upon request the teacher shall be granted a paid leave of absence for the period of incapacitation, not to exceed thirty (30) school days. Assault shall be defined as injury or disability inflicted upon an employee with or without a weapon. A teacher on Assault Leave shall receive full compensation and benefits. The use of Assault Leave shall subrogate all rights to recovery of compensation paid by the Board of Education.

2. If the Superintendent is aware of a physical assault on a teacher, he/she will, as a courtesy, contact the teacher involved. If the Superintendent does not know of the assault in a timely manner, the employee may request a meeting with the Superintendent at any time for any reason. Nothing herein shall at all limit the Superintendent's authority under O.R.C. 3313.66.

a. Medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before assault leave can be approved for payment.

b. Assault leave granted under this provision shall not be charged as sick leave or other leave.

c. The member shall furnish a written signed statement on forms provided by the Board and file charges against the assailant (s). (Appendix J)

I. Jury Duty Leave

Jury Duty Leave used when serving/or reporting to serve as requested by the court, will not reduce the teacher's personal leave. If jury duty is cancelled or not required and the teacher is aware ahead of time of the fact of cancellation or not required to report, he/she shall notify the building administrator in order to report to work on those days when no jury duty is required.

J. Other Leave

1. A teacher may be granted other leave after five (5) years of experience in our system.

2. Those granted leave shall receive preferential treatment in reemployment, and shall return to his/her previous contractual status.

3. A teacher reemployed after leave periods shall be placed on the salary schedule at the year's experience level attained when leave began. Notification of intent to resume employment must be made at least sixty (60) days prior to termination date of Leave of Absence, but in no case later than April 1 of the school year in which leave is taken.

4. The teacher, upon being granted leave, shall sign a letter of intent that he/she shall return to employment with the Manchester School System at the conclusion of the leave period and shall not accept employment with any other board of education during or immediately following the leave period without first obtaining a written release from the Manchester Board. Leave may be cancelled if the teacher secures employment with another board of education.

5. There shall be no benefits extended to a teacher on Unpaid Leave; however, the teacher may purchase insurance at the group rate, pursuant to the carrier's guidelines.

6. Leave shall be approved for one (1) year at a time, but may be renewed.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES

A. Academic Freedom

1. A professional staff seeks to educate people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality.

2. Academic Freedom within written School Policy shall be granted to teachers in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time, and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas.

3. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedure will be observed.

B. Spot Substitution

1. In House Subbing:

   a. In all cases of teacher absences of one-half (1/2) day or more, principals will make every effort to secure the necessary substitute teachers.

   b. When a substitute teacher cannot be hired, the Administration may ask a teacher to cover a classroom during their conference or prep time. In return for the coverage, the teacher will receive the in-house sub rate of payment. A list of teachers will be made who wish to cover classes

      Elementary teachers who cover a special, due to the absence of the specials teacher, will be paid the in-house sub rate. A special is defined as art, music, media center (Computer, STEM, Library) and physical education. Every effort will be made to secure a substitute when a specials teacher is absent.

   c. In-House Sub Rate shall be $25.00 for each class period covered. No payment shall be made to teachers who provide less than thirty (30) minutes of coverage.

   d. Each teacher shall complete the proper payment form and submit it to the building principal. Payment shall be made at a regularly scheduled pay period, within thirty (30) days of submission of the payment form by the teacher.

   e. Teachers may be compensated at the in-house sub rate based on administrator discretion for unique circumstances.

   f. For staff members to receive in-house substitute rate, the teacher needing coverage would need to document the sick, personal, or professional leave with a time card and/or preferred recording system for staff absence.

g. Teachers who have a student teacher may be asked to cover while the student teacher is teaching a section with no in-house sub compensation.

C. Summer School

The staff should be notified of all courses that may be taught in summer school by May 15, so that interested teachers may apply for these positions. Said applications shall be submitted to the Principal no later than one (1) week after the schedule is posted. Staff compensation is at $25.00 (twenty-five dollars) per hour or tutoring rate (whichever is higher) plus one (1) hour of preparation time per day.

D. Supervising Teacher/Student Teacher

1. The Manchester Education Association offers its full support to the Student Teacher Program; and will attempt, upon request, to aid in the implementation or in finding solutions to any unanticipated problems connected with this program.

2. No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent.

3. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be awarded the funds received from the college/university as a grant for classroom supplies.

E. Committee Assignments

Committee assignments, other than curriculum committees, shall be on a voluntary basis. Where applicable, committee assignments may be used to meet evaluation requirements.

F. Curriculum Organization, Selection of Teaching Materials

The Board agrees to pay $300 per member of the math, English, science, social studies, and reading committees (maximum 10 members per committee) or the option of exclusion from year- end records day. Committee members are to be appointed by the principals. The number of meetings is to be established by the committee with the Curriculum Director's approval. Members must attend 90% of the meetings to qualify for credit.

Teacher representatives and administrators from all levels of education in specific subject areas shall participate on a committee regarding curriculum revisions and/or selection of textbooks and other teaching materials which require continuity in the presentation at various levels. Resource people, such as county or state supervisors and company representatives, should be consulted whenever possible. The County Education Office has established guidelines which must be considered first. The majority of teachers involved must agree before a recommendation can take place.

G. Local Professional Development Committee

1. Purpose and Authority

a. The purpose of the Local Professional Development Committee (LPDC) is limited to the review/approval ofIndividual Professional Development Plans (IPDP) and professional development activities for recertification and licensure as specified by Ohio Revised Code 3319.22 and AC 3301.24.

b. The LPDC shall have no authority to revise, delete, add to, or modify any Article or Section of this Contract or any Board Policy. The actions of the Committee are not to be contrary to the Contract or law.

2. Selection of LPDC Members

a. The Committee shall be comprised of a majority of practicing classroom teachers.

b. The Committee shall be comprised of five (5) members as follows:

i. Three (3) teachers selected by the MEA (2 teachers when administrator's plan in being assessed);

ii. Two (2) administrators and/or other district employees appointed by the Superintendent.

iii. administrators when administrator's plan is being assessed.

3. LPDC Structure

a. There shall be one (1) Local Professional Development Committee.

b. The scope of the Local Professional Development Committee shall be district-wide.

4. LPDC Procedures

a. The LPDC committee shall determine the time, location, and number of LPDC meetings per Board Policy.

b. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

5. Training and Compensation

a. LPDC members shall be provided with on-going training as determined by the Committee, with the approval of the Superintendent.

b. LPDC members shall receive $300/year for their services.

c. LPDC members shall be provided release time for work pertaining to their duties pending the Superintendent's approval.

6. Facility, Equipment, and Support Services

a. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files IPDP, and any other work requiring storage and/or file space.

b. The Committee shall be provided with secretarial support pending the Superintendent's approval.

7 Term of Office

The term of office for the LPDC member shall be three (3) years.

8. Employee Protection

The involvement in the activities of the LPDC process shall not be used for employment decisions by the Board unless the individual is unprofessional or there are proven acts of immorality.

9. LPDC Appeals Procedure

a. All appeals shall use the appeals procedure described in the existing District LPDC resource guide.

b. The LPDC Appeals Procedure is not subject to the grievance/arbitration procedure outlined in the Collective Bargaining Agreement.

c. The Committee's decision is appealable to the state level (if a state level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

d. Note: Issues for appeal are limited to procedural matters in the LPDC appeals process.

10. Sunshine Law

LPDC shall follow all requirements of the Sunshine Law, i.e., notify media of meetings, keep minutes, and operate in open session.

H. College Credit Plus

All Instructors teaching a course under the College Credit Plus Program must meet the credential requirements set forth in guidelines and procedures established by the chancellor of the Ohio Board of Regents. If the guidelines require high school teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework will be applicable to continuing education and professional development requirements for the renewal of the teacher educator license. For high school teachers that

are teaching courses for the college at a secondary level under the College Credit Plus Program, the participating Institution of High Education (IHE) will provide at least one (1) professional development session per school year for such teachers and conduct at least one (1) classroom visit per school year for each course that is authorized by the college and taught by a high school teacher to verify that the course meets the quality of a college-level course. Policy 2271 can be found in the (Appendix G) of this agreement.

ARTICLE 7 – WORKING CONDITIONS

A. Teaching Day

Parties agree to execute a side letter between the Board and the Association that outlines both sides' intention to meet in school year 2025-2026 to discuss an MOU regarding the potential implementation of seven (7) periods in the 2026-2027 school year.

1. Preparation Period - High School, Middle School

a. Administrators of the High School and the Middle School shall make everys reasonable attempt to arrange teacher schedules so that each teacher shall have a minimum of one (1) preparation period per day. The Board shall guarantee each teacher at least five (5) periods per week.

b. Reasonable efforts will be made by the Administration to keep class size balanced within a subject/grade level. Factored into considerations of balance shall be the numbers of students in a class, evaluation of the students' needs and corresponding modifications and accommodations required to meet student needs. Balance can be attained by adjusting the numbers of students in the class, adjusting the mix of students in the class, and/or by providing appropriate ancillary staffing services, or any combination of the above. (Appendix F)

A teacher who perceives his/her class size to be out of balance with respect to the other classrooms at that subject/grade level shall first discuss the situation with his/her building administrator.

c. The teacher shall not be required to have more than four (4) preparations and not more than six (6) instructional assignments per day. The instructional day shall not exceed three hundred fifteen hundred (315) minutes.

d. When the administration finds it necessary to exceed the limits of Section A.1.a, above, said teacher shall be paid:

$$\frac{\text{Additional Time}}{435} \times \frac{\text{Teacher's Yearly Salary}}{\text{Contract Days}} \times \text{No. of Days Additional Pay} = \text{Total Additional Pay}$$

e. Travel time shall not be considered as preparation time.

2. Preparation Time - Elementary

a. The administration shall arrange teacher schedules so that each teacher shall have at least two hundred (200) minutes of preparation time in the work week in addition to the time required by law for lunch periods. Special teachers (music, art, physical education, computer/STEM/library K through 5) shall be considered under this category.

b. When the administration finds it necessary to schedule the teacher for a preparation time, for a semester, the said-teacher shall be paid:

$$\frac{\text{Additional Time}}{435} \times \frac{\text{Teacher's Yearly Salary}}{\text{Contract Days}} \times \text{No. of Days Additional Pay} = \text{Total Additional Pay}$$

c. Travel time shall not be considered as preparation time.

3. Conferences

Other than conference days, a teacher may schedule their own parent conference. No conferences shall be scheduled on Fridays unless there is an emergency.

4. Intervention Specialist

a. Full Time Intervention Specialist will be allotted two (2) release days per year for release time to prepare for IEP conferences. If the Full Time Intervention Specialist has a caseload of (18-24), three (3) release days will be allotted. These release days shall be scheduled with the prior approval of the building administration. Teachers allotted release days shall be given the opportunity to work off site on the designated release day.

b. Full time Art teachers will be released for a half (1/2) day to prepare for the "Annual Fine Arts Festival".

B. Conference Days

a. Grades 9-12 will have two (2) half days or the equivalent designated parent-teacher conference days.

b. Grades K-8 shall have four (4) half days or the equivalent designated parent-teacher conference days for the length of the contract.

c. Grades K-5 shall also have two early release days that align with the fall and spring conference schedules to allow teachers more time to begin meeting with families starting mid-day and continue on through the regular slotted conference time.

d. For all conference time held beyond the regular school day(s) designated as parent-teacher conference days, there shall be a like amount of time off as compensation on the district calendar for student and staff.

e. Scheduling of conference days will involve faculty input with the building administration on the pre-ceding year district calendar for the community.

C. Pupil-Teacher Ratio -- Periods in the School Day

The Board fully supports the goal of reducing class sizes, reducing study hall time, and increasing the amount of time which students spend in the classroom.

Every attempt shall be made to keep lower performing students in language arts classes to a pupil/teacher ratio of 20/1.

D. Individualized Education Plan Students (IEP)

1. Staff members whose duties are governed by an IEP or 504 Plan shall be provided the opportunity to participate in the development of the IEP or 504 plan and be present at the IEP meetings.

2. Any member of an IEP or 504 team has the right to dissent with any portion(s) of the IEP or 504 plan. The team member may submit the dissent in writing specifying the portions(s) in contention and the reasons for the dissent. Each staff member of the unit with responsibility for the education of a student on an IEP or 504 plan shall receive a copy electronically of the IEP regarding implementation of the IEP or 504 plan about specific modifications and supports provided.

3. Any staff member whose duties are governed by an IEP or 504 Plan can request a meeting at any time to review and consider modifications to the IEP or 504 plan. Any change in placement will occur in compliance with the law and will not occur without an IEP or 504 meeting and will include the affected classroom teachers to the extent feasible.

4. IEP and 504 plan meetings shall be held during the normal school day when reasonable.

5. When a student with a disability is placed with a teacher and the teacher determines the need for additional training or classroom assistance the teacher shall inform the building principal of such needs in order to address the concern.

6. Case load size maximums for special needs will be in accordance with the state standards contained in Ohio Administrative Code 3301-51-01 to 09, 11, and 21. Items in question of class size can be determined by use of the work load calculator process for staffing as designed by ODE.

E. Special Area Teachers

The Superintendent shall recommend, and the Board shall provide art, music, media center (computer/STEM/library), and physical education teachers at the elementary grades (K-5). These positions shall be maintained unless, in the judgment of the Board, a severe financial crisis exists.

F. Adoption of School Calendar

The Board, through its agents, will work through Labor Management Committee and invite members to 'Calendar Information' sessions at least once, but possibly more, throughout the year and provide a feedback survey. Once calendars are created, MEA will vote and the calendar with the highest number of votes will be recommended to the Board.

1. The board shall work through Labor Management and invite members to 'Calendar Information' sessions twice throughout the year and provide a feedback survey.
2. MEA shall present the proposed calendar to the membership for a secret ballot. The calendar recommended to the Superintendent must have a majority vote of the MEA membership.
3. The Board will make the final decision on the adoption.
4. The Board will consult with MEA on all changes to the school calendar after being adopted. Changes after an adopted calendar will be recommended by a majority vote of the MEA membership. The Board will make the final decision regarding changes after the original adoption.
5. With the change to required student hours for calendars, the state eliminated Calamity Days as unnecessary. If the district does not meet the required number of hours as determined by the state, the MEA will be consulted as to how and when the necessary hours will be added to the calendar. The Board will make the final decision on adding required hours to the calendar.

G. Staff Professional Development Days

1. Two (2) professional development days of in-service will be included in the school calendar to allow for staff professional growth and needed input as determined by building administration. One (1) of the Professional Days will be planned with input from the MEA as to the subject matter. Administration will determine the length of time as needed and subject manner needed with collaboration and input from curriculum, staff, and state mandated requirements for professional development.

ARTICLE 8 - DISTRICT PROCEDURES

A. Assignment and Transfer of Professional Personnel

1. The assignments and reassignments of teachers shall be made in accordance with the needs of the schools. Assignments shall be based on the educational needs of students, with seniority considered when qualifications are otherwise equal.

2. As vacancies become known, they shall be posted in each school's general office so they are available to all teachers. No posting will be made after the last teacher day of the school year. Notification will be made to all bargaining unit members during the summer months through the school email account.

3. In order to qualify for posting, the teaching position to be posted should:

   a. Be a full-time teaching position or any course new to the curriculum.

   b. Be a position that requires a teaching certificate/licensure.

   c. Be a position that requires a contract.

   d. Be a full-time position that is new to the system, or a position that is vacated through retirement, resignation, transfer, release, or other cause.

4. Vacancies for the succeeding school year shall be posted a minimum of five (5) work days in the schools' general offices. Position vacancies will be posted via email which will start the five work days. Vacancies for the current school year shall be posted a minimum of three (3) work days in the schools' general offices.

5. The Superintendent determines who shall fill the vacancies, except no transfers shall be made until all candidates have been screened and, in the Superintendent's judgment, the best person has been selected for the position. If no candidate is found suitable, persons from outside the system shall be considered. Teachers shall be notified of their next year's assignment, grade level, and/or subject area before June 15 of the preceding year. Any vacancy occurring after June 15 shall be filled at the discretion of the Superintendent after following procedure in A.2 above. Under certain circumstances, the Superintendent may have to make reassignments after June 15.

B. Continuing Contract

1. A teacher is eligible for consideration for a continuing contract with the Board of Education if all of the following have occurred:

   a. The teacher has met the licensure requirements found in Section 3319.08(D) of the Ohio Revised Code;

b. The teacher has met the service requirements found in Section 3319.11(B) of the Ohio Revised Code; Policy 3124 (Appendix E); and

c. The teacher has notified his/her building principal in writing of his/her request for continuing contract status by September 20.

2. If a teacher has met all of the requirements of Section (1) above, he/she shall enter into the process of a full evaluation for the current school year.

3. On or before May 1 of the school year in which the teacher requests continuing contract status, the building principal shall present the Superintendent with a written recommendation.

4. The Superintendent shall hold a conference with the teacher under consideration for continuing contract status.

5. The Superintendent shall make a recommendation to the Board of Education regarding the re-employment of the teacher at the May Board meeting.

C. Reduction In Force

1. The Board has the responsibility for determining staff needs. The Superintendent is charged with the responsibility of making recommendations that are consistent with Board determinations.

The reasons for reductions shall include: (a) drop in enrollment, (b) territorial changes, (c) return from Leave of Absence, and (d) financial reasons.

2. The following principles shall apply in the event reductions are necessary:

a. Every effort shall be made to accomplish reductions through attrition, i.e., resignations and retirement.

b. Preference shall be given to teachers holding continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

c. When teachers (K-12) are unassigned due to reduction in staff, they shall displace the most recently hired teachers in their area of certification(s)/licensure. In the event there are more teachers who are identified as the "most recently hired" than there are positions to be eliminated, the final determination regarding who shall be affected by the reduction shall be based on each teacher's effectiveness with children as determined by the Principal's observations and the Cooperative Appraisal Program. Date of employment shall be the first day of the contract year.

d. Any teacher who is unassigned due to a reduction shall be recalled to any position that might develop in the Manchester Local School District on the basis of the teacher's certification/licensure and OTES evaluation.

e. Limited contract personnel shall be kept on a list in the order of their seniority for fifteen (15) months from date of suspension or until they accept another teaching position. They shall be re-employed for positions for which they qualify by nature of certification/licensure and their rating through the Ohio Teacher Evaluation System (OTES). Seniority shall not be a basis for rehiring a teacher except when making a decision between teachers who have comparable evaluations.

f. Every effort shall be made to notify the affected teacher at the earliest possible date regarding the possibility of suspension of employment due to the reduction in staff. The administration shall make a conscientious effort to assist teachers who are suspended in obtaining another position.

3. This provision shall remain in full force and effect between the parties and shall terminate with the effective date of any legislation regarding reduction in force.

4. Any subsequent modifications permitted by law may be the subject of negotiations between the parties.

5. The Board shall maintain its right to non-renew a limited contract teacher by giving the teacher a written notice of nonrenewal on or before June 1.

6. A tutor shall not have the ability to displace a regular teacher.

D. Job Descriptions

1. The administration shall publish job descriptions for all positions not classified as teaching in the classroom, which shall answer the following questions:

a. What tasks must be performed?

b. Who should perform these tasks?

c. Who retains responsibility for these tasks?

d. What are the necessary knowledges and abilities to perform them?

2. These job descriptions shall cover such positions as department heads and librarians.

3. Upon approval of this contract and upon the subsequent acceptance of a position by an employee, two copies of the job description shall be dated and signed by the employee. All employees shall sign their appropriate job descriptions including all coaches, EPS advisors, and athletic directors. Payment for said job assignment shall be delayed until receipt of said signed job description.

E. Substance Abuse

The MEA agrees to support and comply with the provisions set forth in Substance Abuse Policy 3170 approved by the Board.

F. Drug-Free Workplace

The MEA agrees to support and comply with the provisions set forth in Drug-Free Workplace Policy 3122.01 approved by the Board.

G. Criminal Records Check

The MEA agrees to support and comply with Criminal History Record Check Policy 3121 which states in part: "if the results indicate that the applicant has been convicted of or pleaded guilty to any crime on the 'Disqualifying Crimes' list or a substantially similar crime in another jurisdiction, the applicant's contract shall be terminated."

Any employee who refuses to fill out the criminal records check form or falsifies any information on the form shall have their contract terminated.

H. Technology

1. Monitoring Students

Teachers will make reasonable efforts to monitor student internet usage in class. Upon discovery of student access to controversial material or internet purchases, the teacher shall inform the principal. The teacher shall not be subject to disciplinary action if reasonable efforts were taken.

2. Employee Usage

Employees shall be permitted reasonable use of Board provided computers and electronic devices in teacher-accessible areas of their buildings. Inappropriate usage of a computer or other electronic device by an employee shall subject that employee to the provisions of Section I. Employee Discipline of this negotiated agreement.

3. Technology Support

The Administration will make every attempt to provide adequate personnel support in the area of technology.

I. Employee Discipline and Just Cause

1. Employees may be disciplined for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. No teacher may be disciplined without "just cause" and compliance with the applicable provisions of this Agreement.

2. Employees shall have the right to request representation at any stage in a disciplinary process issue.

Based upon the severity of the situation, disciplinary action may warrant deviation from the following procedural order:

a. Oral reprimand;

b. Written Reprimand;

c. Suspend up to 10 days with or without pay but fringe benefits will be maintained;

d. Termination pursuant to R.C. §3319.16.

3. Oral and/or written reprimand may be utilized for infractions which, in the judgment of the responsible administrator, do not warrant a suspension. A suspension with pay may be imposed at any time by the Superintendent or his/her designee either separately, or in conjunction with an oral or written reprimand. A suspension without pay may be issued, as determined by the Superintendent or his/her designee, in cases of serious misconduct, or where the health and/or safety of persons are involved. At the Superintendent's or his/her designee's discretion, the Board shall utilize lesser disciplinary sanctions prior to suspension or termination.

4. No suspension shall be imposed until the teacher has been given written notice summarizing the allegations against the teacher and had an opportunity to appear before the Superintendent or his/her designee to explain his or her actions. The employee shall sign the written reprimand or other disciplinary notice indicating his/her acknowledgement of the document. Such acknowledgement does not necessarily mean agreement to the document. Any written record of disciplinary action will be kept in the teacher's active personnel file.

5. Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and this Agreement.

6. If the District making a report to OPC (Office of Profession Conduct), the Administration shall provide a copy of the complaint to the bargaining unit member.

7. Disciplinary procedures will be done in private and kept confidential, to the extent permitted by law. The parties agree and understand that investigatory procedures may occur prior to the start of these disciplinary proceedings.

J. Complaint Procedure

1. If the district is making a report to OPC (Office of Professional Conduct), the Administration shall provide a copy of the complaint to the employee.

K. Personnel Files

1. Teachers shall be notified of any new material relating to the teacher's misconduct that is placed in their personnel file. A teacher may request to view the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference.

2. Anonymous letters or materials shall not be placed in a bargaining unit member personnel file unless the complaint is investigated and the investigation notes will accompany the letter.

3. The personnel file is to be reviewed in the Administration Office and personnel records of teachers will be maintained in accordance with all applicable State and Federal laws.

ARTICLE 9 – RESIDENT EDUCATOR PROGRAM

PURPOSE

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster professional growth of the individual, and assessment of the performance of beginning teachers that meet all the requirements of the Ohio Resident Educator Program. The Resident Educator Program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement.

DEFINITIONS

Resident Educator Program - A two year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the program is required to advance to a five-year professional educator license.

Resident Educator Mentor (Senior Teacher) - A teacher who is trained and assigned to provide professional support and focused mentoring to a resident educator following the guidelines of the Resident Educator Program. A mentor teacher must have completed the instructional mentor training for Ohio's Resident Educator Program and will provide formative assistance to the resident educator. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

Building Mentor (Senior Teacher) - A teacher who is trained and assigned to provide professional support to a new teacher to Manchester Local Schools. This type of mentor may support an entry level teacher with a professional license, but will not necessarily be qualified to mentor a teacher with a Resident Educator license.

Resident Educator (Junior Teacher) - A teacher holding a Resident Educator License.

Entry Level Teacher (Junior Teacher) - A teacher newly hired into the Manchester Local School District, regardless of years of service, under a professional teaching license, who will be provided formative assistance by a building mentoring teacher. All entry level teachers must participate in the mentoring program.

Formative Assistance - Assistance which is diagnostic and designed to yield information that will support entry-level teachers in identifying skills of their professional education standards and professional development. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

Selection Criteria for Mentoring Teachers

Selection of the mentoring teachers will be based on the requirements listed in the definitions above.

Training

Resident Educator Mentor Teachers shall be provided the State of Ohio required training.

Responsibilities of a Resident Educator Mentor

The mentoring teacher shall carry out the Resident Educator Program requirements as developed by DEW.

Mentoring teachers will consult with, observe and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day. They will observe the year one (1) resident educator at least two (2) times per year and the year two (2) resident educator one (1) time per year.

The mentor will use the Resident Educator Program Focused Mentoring tools to support the resident educator.

The mentor will attend up to two (2) local/regional mentor network meetings as assigned by the coordinator. One of the meetings with the coordinator may occur prior to the start of the school year.

The mentor will keep a log of all meetings signed by both the resident educator and the mentor. The log may be submitted to the program coordinator.

Resident Educator and Building Mentor Responsibilities

The mentor shall provide each resident educator or entry level teacher initial orientation on the following matters:

The pupils and community to be served;

School policies, procedures, and routines;

Courses of study, and responsibilities for lesson plans;

The layout of the facilities of the assigned school building(s);

The nature of the Resident Educator Program which will be provided (if applicable);

Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

Assistance with the management tasks identified as especially difficult for beginning teachers. Examples include DASL, ProgressBook, and SPS;

Additional information a new teacher may need to be adequately prepared for a specific assignment.

Protections

The mentor process is confidential unless acts of unprofessionalism are witnessed, the licensure Code of Conduct is violated, or safety of students is regarded as an issue. In these instances, the senior teacher shall report concerns to the building principal.

No entry year teacher shall be required to remain in an entry year program for a period longer than one (1) school year at Manchester, provided the entry year teacher becomes properly licensed.

No later than six (6) weeks after the initiation of the mentoring teacher program, the entry year teacher may request to have a new mentor teacher assigned at the discretion of the principal.

Compensation

A resident educator mentor will receive a supplemental stipend of 2% of the base salary for mentoring one (1) resident educator.

A building mentor will receive a supplemental contract of 1% of the base salary for mentoring an entry level teacher.

ARTICLE 10 – EVALUATIONS

STANDARDS-BASED TEACHER EVALUATION (Appendix C)
(Update Information from State-ODE as needed)

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

The Board adopts the Ohio Teacher Evaluation System 2.0 OTES 2.0 model as approved by the State Board of Education.

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

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Manchester Education Association, and in all extensions and renewals thereof.

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

The Board authorizes the Superintendent to establish and maintain an ongoing Manchester Teacher evaluation Committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

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

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

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

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

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

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

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

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

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

A. Meets the eligibility requirements under R.C. 3319.111(D); and

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

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

D. Staff members will be evaluated by their Manchester Local School building administrators or central office administrators.

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

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

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

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

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

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.11 1(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. **3319.112.**

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers **to the** procedural requirements **set forth** in this policy are intended to provide specificity to the statutory obligations established under **R.C. 3319.111** and

R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

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

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

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

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

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

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

Professional Growth Plans and Professional Improvement Plans

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

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Board Professional Development Plan

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to

determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

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

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

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

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

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

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

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

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-

observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

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

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

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

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

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

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool.

Formal Observation Procedure

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

Informal Observation/Classroom Walkthrough Procedure

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

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

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

Use of High-Quality Student Data

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

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

A. aligns to learning standards

B. measures what is intended to be measured

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

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

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

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

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

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

Final Evaluation Procedures

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

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

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

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

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

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Manchester Education Association.

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

E. Counselor Evaluation - (Appendix D Policy 3224)

1. Each School Counselor will be evaluated according to Ohio Revised Code 3319.113, Policy 3223 and using the Evaluation Framework for School Counselors, which is aligned to the Ohio Standards for School Counselors.
2. Each Counselor subject to evaluation will be evaluated by a district administrator who has completed the OSCES (Ohio School Counselor Evaluation System) training as required by the Ohio Department of Education to evaluate. District administrators doing the evaluation must be administrative employees of the Manchester Local Schools.
3. The following procedures are to be followed with respect to the evaluation of all School Counselors:
    a. School Counselors shall be evaluated based upon at least 2 formal observations of 30 minutes each and informal walkthroughs of less than 30 minutes each school year.

b. Observations or Walkthroughs will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

c. All formal observations shall be preceded by a conference between the evaluator and counselor prior to the observation taking place.

d. Feedback from observations and walkthroughs must be provided to the counselor electronically within 10 days.

e. School Counselors who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years as long as the metrics for student outcomes for the most recent year for which data is available is "Skilled" or higher. The counselor will nevertheless be provided at least one (1) observation in any year that the counselor is not formally evaluated.

f. School Counselors who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year (every 2 years) as long as the metrics for student outcomes for the most recent year for which data is available is "Skilled" or higher. The counselor will nevertheless be provided at least one (I) observation in any year that the counselor is not formally evaluated. Evaluations will be completed by May 1st and each School Counselor will be provided with a report of the results of his/her evaluation by May 10th.

ARTICLE 11 - SALARIES AND FRINGE BENEFITS

A. Payroll Regulations - Instructional Employees (Appendix H)

The following payroll regulations for teachers are effective:
Schedule of payments

1. Teachers shall be paid their yearly salary in twenty-six (26) equal payments, the date of the first payment of which shall be determined by the Treasurer in accordance with the requirements of state law, and following every other Friday after that date. Should any Friday payday fall on a holiday, payment shall be made on the nearest weekday.

2. The work year for all teachers is based upon one hundred eighty-four (184) work days. School is in session with pupils one hundred seventy-eight (178) days.

3. All absences occurring during a pay period not covered by leave policies shall be reflected in the next succeeding paycheck.

B. Salary Schedules

Appendix A contains the salary schedules for the school years of 2025-2026 (2%); 2026-2027 (2.25%) and 2027-2028 (2.25%).

C. Placement on Salary Schedule (Appendix H- Board Policy Memo)

D. Payroll Deductions

All employees will be paid by direct deposit.

Effective October 1, 2010, all direct deposit notifications will be provided by email sent to an email address of the employee's choice. If no email address is chosen, the district's address shall be used. It is the employee's responsibility to maintain a current email address in the Treasurer's office records. Employees may access their payroll email address through an available District computer, if necessary, at any time during normal working hours.

Certificated/Licensed personnel may request payroll deductions upon completion of the proper forms submitted to the Board Treasurer. Employees shall be permitted to change the amounts of their deductions.

E. Non-pay/Deduct Days

"Non-pay/Deduct days" refer to days when a bargaining unit member is on an approved leave without pay status that was initiated at the bargaining unit member's request. Advance notice and approval by the Superintendent is required.

Perfect attendance incentives will not be given if non-pay/deduct days are used by a bargaining unit member.

No employee will be paid for a calamity day that is in the midst of an extended pay status leave or deduct/non-pay day.

F. Qualifications for 10 GRAD (150 HRS), 20 GRAD, MA, MAa+ 10, MA + 20, MAa+ 30: (Appendix H)

1. It is the employee's responsibility to apply through the Superintendent's office for MA plus status.

2. Graduate (semester) hours must be education relevant and pre-approved by the Superintendent.

3. Only graduate hours taken after a MA/MS is conferred shall be applied to the salary schedule.

4. CEU's do not count toward qualifying for these salary categories.

5. Employee must apply for MA plus status by Teacher Convocation Day of each year to receive credit for that school year. Placement on the salary schedule shall not be retroactive for previous years if an employee does not apply on time for new status. The employee must apply for salary change by submitting a request in writing for said change by Teacher Convocation each year. Transcripts verifying hours earned must be submitted to the Board Office by Sept. 15 per Board Policy #3414. Conflicts or issues concerning the date of turning in documents or Board notification will be brought to the Superintendent's attention to Resolve with input with the Teacher and an MEA representative.

G. STRS Retirement Contributions

The State Teachers' Retirement System (STRS) retirement contributions made by the teacher shall be tax-sheltered.

H. Teaching License Validation

Teachers shall be responsible for filing with the Superintendent or his/her designee certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

As a condition of employment, teachers must keep current and file with the Superintendent or his/her designee teaching certificates/licenses held at the time of initial employment by the Board and certificates/licenses received after such employment. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificates/license in a timely fashion and to file such certificate/license as herein provided.

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

I. Teacher Professional Organization (TPO) Service

1. The Association and the Board agree to permit contributions for STRS Ohio members who are compensated for Teacher Professional Organization (TPO) services.

J. Continuing education units

The Board of Education shall investigate on-site Continuing Education units (CEU's) and university workshops in the Manchester Local Schools for the purpose of providing professional development opportunity for the staff. The MEA shall assist in needs assessments.

K. Attendance Awards

1. If a teacher misses zero (0) days of attendance (excluding Professional Days) they will receive a two hundred and fifty dollars ($250.00) stipend for each semester to be awarded at the end of the semester. Payments will be made twice a year.

2. Any use of Personal Days, Sick Days, and/or Deduct Days in any amount (1/4, ½ or full day) shall result in no stipend for that semester.

3. A Jury Duty summons will NOT count against the Attendance Award criteria.

4. Stipends will be paid within two (2) weeks of the end of the semester and will occur on a non-regular pay day via direct deposit.

L. Mileage Reimbursement

Teachers who are assigned to more than one school or who are required to use their automobiles for school business shall be paid mileage at the Board-approved rate. These teachers shall be identified and the distances between schools will be established by the Superintendent.

District mileage reimbursement shall be at the official IRS rate.

M. Tuition For Graduate Fees

The Manchester Local Schools' administration shall continue to consult with local universities for a tuition break in graduate fees for full time Manchester certified employees. The Board shall pay 50% of graduate course tuition up to $625 for the length of the contract for each fiscal year. Graduate tuition must be approved by the Local Professional Development Committee (L.P.D.C.) Graduate Fees should be taken care of as soon as possible regarding reimbursement within the fiscal year the class was taken when possible. A fiscal year extends from July 1 through June 30. Reimbursement documentation that cannot be rendered for a class within the fiscal year that the class was taken will only be recognized for reimbursement by the Manchester Board for four (4) full calendar years from the completion of the course work that is requested for payment of classes while employed by Manchester Local Schools.

ARTICLE 12 - RETIREMENT AND INSURANCE BENEFITS

A. Severance Pay

1. Teachers of the Manchester School System, upon retirement from active service under provisions of the State Teachers Retirement System, shall receive severance pay based on the following computation:

   a. Said severance pay shall be calculated on the retiree's last active per diem salary.

   b. One-fourth (1/4) of the days of accumulated unused sick days, maximum number of days of severance pay not to exceed sixty-nine days (69) for the 2025-26, 2026-27, and 2027-28 school years.

2. This payment shall be made upon certification of approval of retirement benefits by the State Teachers Retirement System provided, however, that the retirement be affected within one (1) year of the last day of active service. Employee needs to provide a copy of retirement check direct deposit form from STRS as verification of receiving retirement benefits.

3. The Board shall consider special requests for the extension of the effective retirement date. The request must be submitted in writing to the Superintendent before June 30 of the last school year the teacher is actively employed in the Manchester School System.

4. Teachers who apply for retirement (and who notify the Treasurer, in writing, of their intention to retire) prior to the termination of active service have taken the steps that are necessary to insure that they are eligible for, and will actually receive, their severance pay. Receipt of the first retirement check constitutes evidence that retirement has occurred,

5. In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate beneficiary regardless of the years of experience.

6. An employee shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the S.T.R.S. or has been determined to be qualified for disability retirement by a physician or physicians appointed by S.T.R.S. and said disability is approved by S.T.R.S. as of a date certain.

B. Medical, Dental, Prescription Drug, and Vision Benefits (Appendix B)

1. A year shall be defined as open enrollment starting September 1 - September 30. Once entered the employee must remain enrolled for the year. Extenuating circumstances will be considered.

2. Employees should not incur more than a 10% premium increase per year.

3. Medical, Dental, Prescription Drug and Vision Benefits shall be provided for all full-time teachers requesting coverage.

4. Premiums for insurance shall be paid by payroll deduction.

5. The employee will pay 8% of the current rates, with the rates being evaluated by the first pay of September for that year of coverage. In the event the Board experiences more than a 10% premium increase during insurance renewal, the union agrees to meet with administration upon request to explore cost mitigation measures.

6. Pre admission certification shall be required for hospital stays. The Board shall pay for a mammogram, pap test, and prostate exam once every calendar year with the prior December being an overlap or discretionary month. The Board shall also provide full payment for one (1) routine physical every other year.

7. Such insurances may be written only with the insurance company and plan approved by the Board. Benefits are described in the master contract between the Board and the insurance company.

   Hospitalization booklets shall be updated at the beginning of the calendar year.

8. Each participating teacher must sign an enrollment card agreeing to a voluntary payroll deduction of the teacher's share of the premium. Any increased cost shall be automatically handled through payroll deductions.

9. Section 125 Flexible Benefits Plan

   The Board shall provide a 125 plan. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The IRS Section 125 Plan offered shall include a flexible spending account (FSA). This plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

   The Board shall charge a nominal fee to cover plan administration costs.

10. The annual Flexible Benefits Plan open enrollment period shall be November 1 of each year with changes to be effective on January 1st of the following calendar year.

11. The employee is responsible for notifying the Treasurer's office within thirty (30) days of a divorce or marriage dissolution. Failure to notify within the thirty (30) days will result in the employee being responsible for payment of all claims submitted relative to the former spouse.

C. Term Life Insurance

The Board shall provide $55,000 of term life insurance coverage for each full-time teacher. In addition, each full-time teacher may purchase additional life insurance within the carrier's guidelines at the prevailing rate. Such true premium cost to be deducted monthly from the pay of the employee.

D. Benefits for Part-time Teachers

1. Life insurance and other benefits shall be provided for part-time teachers at the same-ratio as the percent stated in their contract (example: 67% contract-Board pays 67%-teacher pays 33%).

2. In the event a full-time teacher now receiving benefits (hospitalization, dental, prescription drug, and term life) is reduced to a part-time position, that teacher shall continue to be eligible for all benefits by paying fifteen percent (15%) of the total premium--the Board shall pay eighty-five percent (85%).

ARTICLE 13 - EXPANDED PROFESSIONAL SERVICE (E.G. SUPPLEMENTAL CONTRACTS)

A. EPS status shall be awarded only to those teachers who apply for such status and who are approved by the Superintendent, upon the recommendation of the school principal.

B. EPS assignments shall be made on the basis of ability and qualifications. Every reasonable attempt shall be made to equalize assignments; however, assignment is the responsibility of the school principal. EPS is not intended to replace compensation which teachers now receive for extended time or for work at events sponsored by the Athletic Department. EPS teachers shall not be required, as part of their duties, to serve at events sponsored by Athletic Department. The teachers placed on EPS status shall receive compensation as scheduled, in addition to their regular contract salary, the amount to be subject to the normal deductions and payable as the contract salary. The contract shall give the general area of responsibility.

C. Expanded Professional Service (EPS) is designed to accomplish the following:

1. Provide the school system with a group of well-qualified professionals who are willing to serve in the many areas of school operations which require time and responsibility greater than that usually expected of a teacher.

2. Provide compensation, as listed below, to selected professionals for additional time and responsibility factors.

D. EPS Compensation

All programs in Category A, B, and C will have an annual survey related to the position completed by the staff involved with building administration to determine program student and school benefit.

1. Category A: 5% of the base (B.A. with zero (0) years experience)

   WE SPEAK FOR MANCHESTER (WSFM)
   SENIOR CLASS ADVISOR

2. Category B: 4% of the base (B.A. with zero (0) years experience)

   ARNOLD SERVICE CLUB (MS)
   ART CLUB (HS)
   ART CLUB (MS)
   BARBEQUE CLUB (HS)
   BUILDERS CLUB (MS)
   DEPARTMENT HEADS (HS) - Social Studies, Math, Science, English, Electives
   DRAMA CLUB (HS)
   FRENCH CLUB
   JR/SOPH CLASS ADVISOR
   KEY CLUB
   MOCK TRIAL

NATIONAL HONOR SOCIETY (2)
QUIZ BOWL
SCIENCE CLUB (HS)
SCIENCE CLUB (MS)
SKI CLUB (HS)
SKI CLUB (MS)
SPANISH CLUB
STUDENT COUNCIL (HS)
YEARBOOK (MS)
YOUTH TO YOUTH

3. Category C: 2% of the base (B.A. with zero (0) years experience)

BOSS PROGRAM (MS)
CHEMISTRY CLUB (HS)
NEWSPAPER (MS)
NOLLEY TLC (Team Leader Committee) (8)
SPELLING BEE COACH
STUDENT COUNCIL (MS)

E. Supplemental Salary Schedules

1. All varsity athletic coaches shall be placed on a merit scale by the Athletic Director and Principal, with the approval of the Board.

2. Longevity steps of 1% automatically applied after 5 years of service, an additional 1% automatically applied after 10 years of service. The qualifying years must be consecutive within one or more categories of Middle School Coach, Assistant Coach, JV Coach, or Head Coach; and in the same sport. "Same sport" includes a particular sport regardless of whether the person coached a boys' team, a girls' team, a coeducational team, or any combination thereof.

3. One percent of the base salary shall be paid to all varsity coaches if their respective player/teams compete at the state championship tournament, regional or equivalent level. For sports with athletes qualifying as individuals the district will reward two coaches per sport based on the needs of the student athlete.

4. Head Coaches will receive a written evaluation from the Athletic Director. Assistant Coaches will be evaluated by Head Coaches.

5. Recipients of Supplemental Contracts should be notified of amount of pay, in writing, before the first payment of the season.

6. The Board shall supply access to Coaches Toolbox for athletic coaches. The Board will pay for one-half (1/2) of the cost of state required Coaches Toolbox (yearly). Deductions will be applied to the coaches stipend for the remaining one-half of the cost.

F. Coaches' Salary Schedule is a percentage of the base (B.A. with zero (0) years-experience).

ATHLETICS			
BASEBALL	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11%-16%		
HS Varsity Assistant	8%	9%	10%
HS JV Head Coach (if a total of 20 players are on the Varsity and JV rosters)	8%	9%	10%
HS JV Assistant	4%	5%	6%
BASKETBALL – BOYS	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	16%.- 25.5%		
HS Varsity Assistant	10%	11%	12%
HS JV Head Coach	10%	11%	12%
HS Freshman Coach	9%	10%	11%
MS 8th Grade	8%	9%	10%
MS 7th Grade	8%	9%	10%
Summer Physical Fitness	$500.00		
BASKETBALL – GIRLS	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	16% - 25.5%		
HS Varsity Assistant	10%	11%	12%
HS JV Head Coach	10%	11%	12%
MS 8th Grade	8%	9%	10%
MS 7th Grade	8%	9%	10%
Summer Physical Fitness	$500.00		
CHEERLEADING	**0-5 years**	**6-10 years**	**11+ years**
HS Advisor	10-15%		
HS Assistant Advisor	6%	7%	8%
MS Advisor	8%	9%	10%
CROSS COUNTRY	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	8% - 16%		
MS Assistant	8%	9%	10%
FOOTBALL	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	16.5% - 25.5%		
HS 1st Assistant Coach	11%	12%	13%
HS Varsity Assistant (3)	10.5%	11.5%	12.5%
9th Grade Coaches (2) (must have a team and a minimum of 5 games scheduled)	9.5%	10.5%	11.5%
MS Head Coach	8.5%	9.5%	10.5%
MS Assistant	8%	9%	10%
Summer Phys. Fitness	$500		
GOLF	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	8% - 16%		
HS Assistant (12 players needed for assistant)	4%	5%	6%

SOCCER – BOYS	0-5 years	6-10 years	11+ years
HS Head Coach	11% - 16%		
HS Assistant Coach (If a total of 22 players are on the Varsity and JV rosters)	8%	9%	10%
SOCCER – GIRLS	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11%o 16%		
HS Assistant Coach (If a total of 22 players are on the Varsity and JV rosters)	8%	9%	10%
SOFTBALL	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11%o 16%		
HS Varsity Assistant	8%	9%	10%
JV Head Coach (If a total of 20 players are on the Varsity and JV rosters)	8%	9%	10%
JV Assistant Coach	4%	5%	6%
TENNIS – BOYS	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	8%o 14%		
JV Coach (12 players)	4%	5%	6%
TENNIS – GIRLS	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	8% - 14%		
JV Coach (12 players)	4%	5%	6%
TRACK – BOYS Manchester High School	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11%o16%		
HS Assistant	8%	9%	10%
MS Head Coach	8%	9%	10%
TRACK – GIRLS Manchester Middle School	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11% -16%		
HS Assistant	8%	9%	10%
MS Head Coach	8%	9%	10%
VOLLEYBALL	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	11% - 16%		
JV Coach	8%	9%	10%
MS 8th Grade	8%	9%	10%
MS 7th Grade	8%	9%	10%
WEIGHT ROOM	**0-5 years**	**6-10 years**	**11+ years**
HS Supervisor (per year)	10%	11%	12%
WRESTLING	**0-5 years**	**6-10 years**	**11+ years**
HS Head Coach	14%o 18%		
HS Assistant	9%	10%	11%
MS Head Coach	8%	9%	10%
MS/HS Girls Coach (2 players needed to create team)	7%	8%	9%

For all positions that are contingent on the number of student athletes participating, a list shall be submitted by the athletic directors with the names of the applicable athletes for that sport. That list shall be submitted to the Superintendent's office no later than 2 weeks after the OHSAA approved first day of practice of that sport's current year's season. In the event no list is submitted on time then no additional coach (es) shall be employed.

PERFORMING ARTS

BAND		
HS Band Director	11%-16%	
HS Assistant Band Director	8%	
Section Leader	4%	
HS Flag Advisor	3%	
5th Grade Band	5%	
PEP Band	2%	

CHOIR		
HS Head Vocal Director	2-5%	

THEATRE HS		
Theatre Director – Fall Play	5%	
Fall - Assistant Theatre Director	4%	
Theatre Director – Spring Musical	6%	
Spring – Assistant Theatre Directoro- Spring Musical	5%	

THEATRE MS		
Theatre Director – MS Musical	5%	
Assistant Theatre Director - MS Musical	2%	

ARTICLE 14 – REHIRE OF MLSD RETIRED TEACHERS

A. The Board may offer re-employment to teachers who retire from the District under the following conditions:

1. The retire-rehire may be hired for any vacant position for which they are certified/licensed, subject to the recommendation of the superintendent and Board approval. It is the responsibility of the retire-rehire employee to research compensation, health benefits, and retirement incentives prior to retire-rehire.

2. The retire-rehire will be employed under a one-year limited contract that automatically expires at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. Such contract may be renewed for successive one-year contracts upon Board approval, and any such renewal contracts shall also automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. The parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111.

3. Retire-rehire contracts may be terminated upon thirty (30) day written notice to the employee. The parties expressly agree that this provision supersedes and replaces ORC 3319.16.

4. Retirees will have no rights under the transfer and vacancy provisions of this Contract except as described in this Article.

5. Retirees shall be paid at Step 4 of the educational column applicable of the time of reemployment. Retire-rehire teachers shall not be eligible for advances on the salary scale for either years of service or education. It is the intent of the parties to specifically supersede ORC 3317.13 and 3317.14.

6. Retirees may participate in the District's health, prescription drug, vision and dental insurance program upon the same terms and conditions applicable to district employees, provided they pay the applicable employee premium share for the respective plans. All payments for insurance will be made through payroll deduction.

7. Sick Leave shall commence at zero (0) days and retire-rehires shall earn sick leave in accordance with Ohio law.

8. Upon reemployment, retire-rehires are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.

9. Subject to these provisions, retire-rehires are part of the bargaining unit and would be afforded the opportunity to serve the district through expanded professional services and supplementals.

10. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement

ARTICLE 15 -- DURATION

This agreement between the Manchester Local School District Board of Education and the Manchester Education Association shall become effective September 1, 2025, and shall remain in full force and effect through August 31, 2027.

1. Contrary to Law: If any provisions or applications of this Agreement are determined by a court of competent jurisdiction, by an act of the Federal and/or State legislature, regulations or orders issued by Federal or State authorities, or by mutual agreement of the parties, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.

2. Printing of Agreement: The amendments to this Agreement will be printed and supplied to each member. The cost of printing shall be shared equally by the parties. The former agreement will stand in all other capacity except for the successor agreements. A complete successor copy will be kept by the Association and the Administration. A complete electronic copy will be maintained by the Association and an OEA representative.

3. Labor Management Committee: The parties agree to establish and maintain a Labor Management Committee (LMC). The purpose of the LMC is to discuss potential or current issues related to programs and workplace matters. These meetings are not intended for the purpose of negotiations or to bypass the grievance process. The parties agree to meet at least quarterly or more as necessary.

IN WITNESS WHEREOF, the parties have caused this Agreement to executed this 13th day of November, 2025, by the representatives whose signatures appear below.

MANCHESTER EDUCATION ASSOCIATION

President

M.E.A. Representative

M.E.A. Representative

MANCHESTER LOCAL SCHOOLS BOARD OF EDUCATION

President

Superintendent

Treasurer

2.00

SALARY SCHEDULE EFFECTIVE CONTRACT YEARS

2025-2026 @ $ 41,793

STEP	BA/BS	150 HRS 10 GRAD	20GRAD	MA	MA+10	MA+20	MA+30
	0.046	0.051	0.057	0.063	0.063	0.063	0.063
0	41,793	43,674	44,092	45,220	45,889	46,432	47,017
	1.000	1.045	1.055	1.082	1.098	1.111	1.125
1	43,715	45,805	46,474	47,853	48,522	49,065	49,650
	1.046	1.096	1.112	1.145	1.161	1.174	1.188
2	45,638	47,937	48,856	50,486	51,155	51,698	52,283
	1.092	1.147	1.169	1.208	1.224	1.237	1.251
3	47,560	50,068	51,238	53,119	53,788	54,331	54,916
	1.138	1.198	1.226	1.271	1.287	1.300	1.314
4	49,483	52,199	53,620	55,752	56,421	56,964	57,549
	1.184	1.249	1.283	1.334	1.350	1.363	1.377
5	51,405	54,331	56,003	58,385	59,054	59,597	60,182
	1.230	1.300	1.340	1.397	1.413	1.426	1.440
6	53,328	56,462	58,385	61,018	61,686	62,230	62,815
	1.276	1.351	1.397	1.460	1.476	1.489	1.503
7	55,250	58,594	60,767	63,651	64,319	64,863	65,448
	1.322	1.402	1.454	1.523	1.539	1.552	1.566
8	57,173	60,725	63,149	66,284	66,952	67,496	68,081
	1.368	1.453	1.511	1.586	1.602	1.615	1.629
9	59,095	62,857	65,531	68,917	69,585	70,129	70,714
	1.414	1.504	1.568	1.649	1.665	1.678	1.692
10	61,018	64,988	67,914	71,550	72,218	72,762	73,347
	1.460	1.555	1.625	1.712	1.728	1.741	1.755
11	62,940	67,120	70,296	74,183	74,851	75,395	75,980
	1.506	1.606	1.682	1.775	1.791	1.804	1.818
12	64,863	69,251	72,678	76,816	77,484	78,028	78,613
	1.552	1.657	1.739	1.838	1.854	1.867	1.881
13	66,785	71,382	75,060	79,448	80,117	80,660	81,246
	1.598	1.708	1.796	1.901	1.917	1.930	1.944
15	68,708	73,514	77,442	82,081	82,750	83,293	83,879
	1.644	1.759	1.853	1.964	1.980	1.993	2.007
18	70,630	75,645	79,825	84,714	85,383	85,926	86,512
	1.690	1.810	1.910	2.027	2.043	2.056	2.070
20	72,553	77,777	82,207	87,347	88,016	88,559	89,144
	1.736	1.861	1.967	2.090	2.106	2.119	2.133
25	74,475	79,908	84,589	89,980	90,649	91,192	91,777
	1.782	1.912	2.024	2.153	2.169	2.182	2.196
30	76,398	82,040	86,971	92,613	93,282	93,825	94,410
	1.828	1.963	2.081	2.216	2.232	2.245	2.259

2.25

SALARY SCHEDULE EFFECTIVE CONTRACT YEARS

2026-2027 @ $ 42,733

STEP	BA/BS	150 HRS 10 GRAD	20 GRAD	MA	MA +10	MA+20	MA+30
	0.046	0.051	0.057	0.063	0.063	0.063	0.063
0	42,733	44,656	45,083	46,237	46,921	47,476	48,075
	1.000	1.045	1.055	1.082	1.098	1.111	1.125
1	44,699	46,835	47,519	48,929	49,613	50,169	50,767
	1.046	1.096	1.112	1.145	1.161	1.174	1.188
2	46,664	49,015	49,955	51,621	52,305	52,861	53,459
	1.092	1.147	1.169	1.208	1.224	1.237	1.251
3	48,630	51,194	52,391	54,314	54,997	55,553	56,151
	1.138	1.198	1.226	1.271	1.287	1.300	1.314
4	50,596	53,374	54,826	57,006	57,690	58,245	58,843
	1.184	1.249	1.283	1.334	1.350	1.363	1.377
5	52,562	55,553	57,262	59,698	60,382	60,937	61,536
	1.230	1.300	1.340	1.397	1.413	1.426	1.440
6	54,527	57,732	59,698	62,390	63,074	63,629	64,228
	1.276	1.351	1.397	1.460	1.476	1.489	1.503
7	56,493	59,912	62,134	65,082	65,766	66,322	66,920
	1.322	1.402	1.454	1.523	1.539	1.552	1.566
8	58,459	62,091	64,570	67,775	68,458	69,014	69,612
	1.368	1.453	1.511	1.586	1.602	1.615	1.629
9	60,424	64,270	67,005	70,467	71,150	71,706	72,304
	1.414	1.504	1.568	1.649	1.665	1.678	1.692
10	62,390	66,450	69,441	73,159	73,843	74,398	74,996
	1.460	1.555	1.625	1.712	1.728	1.741	1.755
11	64,356	68,629	71,877	75,851	76,535	77,090	77,689
	1.506	1.606	1.682	1.775	1.791	1.804	1.818
12	66,322	70,809	74,313	78,543	79,227	79,783	80,381
	1.552	1.657	1.739	1.838	1.854	1.867	1.881
13	68,287	72,988	76,748	81,235	81,919	82,475	83,073
	1.598	1.708	1.796	1.901	1.917	1.930	1.944
15	70,253	75,167	79,184	83,928	84,611	85,167	85,765
	1.644	1.759	1.853	1.964	1.980	1.993	2.007
18	72,219	77,347	81,620	86,620	87,304	87,859	88,457
	1.690	1.810	1.910	2.027	2.043	2.056	2.070
20	74,184	79,526	84,056	89,312	89,996	90,551	91,149
	1.736	1.861	1.967	2.090	2.106	2.119	2.133
25	76,150	81,705	86,492	92,004	92,688	93,243	93,842
	1.782	1.912	2.024	2.153	2.169	2.182	2.196
30	78,116	83,885	88,927	94,696	95,380	95,936	96,534
	1.828	1.963	2.081	2.216	2.232	2.245	2.259

2.25

SALARY SCHEDULE EFFECTIVE CONTRACT YEARS

2027-2028 @ $ 43,695

STEP	BA/BS	150 HRS 10 GRAD	20 GRAD	MA	MA +10	MA+20	MA+30
	0.046	0.051	0.057	0.063	0.063	0.063	0.063
0	43,695	45,661	46,098	47,278	47,977	48,545	49,157
	1.000	1.045	1.055	1.082	1.098	1.111	1.125
1	45,705	47,890	48,589	50,031	50,730	51,298	51,910
	1.046	1.096	1.112	1.145	1.161	1.174	1.188
2	47,715	50,118	51,079	52,784	53,483	54,051	54,662
	1.092	1.147	1.169	1.208	1.224	1.237	1.251
3	49,725	52,347	53,570	55,536	56,235	56,804	57,415
	1.138	1.198	1.226	1.271	1.287	1.300	1.314
4	51,735	54,575	56,061	58,289	58,988	59,556	60,168
	1.184	1.249	1.283	1.334	1.350	1.363	1.377
5	53,745	56,804	58,551	61,042	61,741	62,309	62,921
	1.230	1.300	1.340	1.397	1.413	1.426	1.440
6	55,755	59,032	61,042	63,795	64,494	65,062	65,674
	1.276	1.351	1.397	1.460	1.476	1.489	1.503
7	57,765	61,260	63,533	66,547	67,247	67,815	68,426
	1.322	1.402	1.454	1.523	1.539	1.552	1.566
8	59,775	63,489	66,023	69,300	69,999	70,567	71,179
	1.368	1.453	1.511	1.586	1.602	1.615	1.629
9	61,785	65,717	68,514	72,053	72,752	73,320	73,932
	1.414	1.504	1.568	1.649	1.665	1.678	1.692
10	63,795	67,946	71,004	74,806	75,505	76,073	76,685
	1.460	1.555	1.625	1.712	1.728	1.741	1.755
11	65,805	70,174	73,495	77,559	78,258	78,826	79,438
	1.506	1.606	1.682	1.775	1.791	1.804	1.818
12	67,815	72,403	75,986	80,311	81,011	81,579	82,190
	1.552	1.657	1.739	1.838	1.854	1.867	1.881
13	69,825	74,631	78,476	83,064	83,763	84,331	84,943
	1.598	1.708	1.796	1.901	1.917	1.930	1.944
15	71,835	76,860	80,967	85,817	86,516	87,084	87,696
	1.644	1.759	1.853	1.964	1.980	1.993	2.007
18	73,845	79,088	83,457	88,570	89,269	89,837	90,449
	1.690	1.810	1.910	2.027	2.043	2.056	2.070
20	75,855	81,316	85,948	91,323	92,022	92,590	93,201
	1.736	1.861	1.967	2.090	2.106	2.119	2.133
25	77,864	83,545	88,439	94,075	94,774	95,342	95,954
	1.782	1.912	2.024	2.153	2.169	2.182	2.196
30	79,874	85,773	90,929	96,828	97,527	98,095	98,707
	1.828	1.963	2.081	2.216	2.232	2.245	2.259

APPENDIX B
MEDICAL, PRESCRIPTION, DENTAL AND VISION BENEFITS

These medical benefits are effective January 1, 2026:

Annual Plan Deductible: Separate & distinct deductibles.

Network	Non-Network
$300	$600 *effective January 1, 2026*
$400	$800 *effective January 1, 2027*

Annual Out-of-Pocket Expenses Limit (excludes deductible):

Separate & distinct out-of-pocket Network & Non-Network

Network	Non-Network
$935/1870	$1500/2500

Note: New hires (effective September 1) would have pro-rated deductibles and out-of-pocket amounts for the remainder of the initial calendar year (through December 31).

Employees' spouses may not opt into Medical, Prescription, Dental, or Vision coverage if coverage(s) are available with their employers. Secondary coverage may still be purchased (Effective 2003-04 School Year). Employees will be required to obtain yearly written verification on spousal eligibility from their spouse's employer.

Co-insurance to 80/20 for in-network claims and 70/30 for non-network claims.

Dependent age limit for medical, dental, drug, and vision shall reflect: the provisions of the ACA;

Outpatient Services:

Physical Therapy – 26 visits per year
Occupational Therapy – 26 visits per year
Speech Therapy – 26 visits per year
Manipulation Therapy (chiropractic) – 12 visits per year.
Mental Illness & substance abuse limits - 30 visits per year.

In the event of extreme circumstances, the number of visits per year may be extended. In order to be eligible for the number of visits to be extended, the certified staff member must provide written documentation, i.e., medical report(s) from the certified staff member's physician.

APPENDIX B

Prescription Drug Plan: Certified staff members would be **required to enroll in a mandatory mail order program for regularly scheduled/maintenance prescription drugs.**

PRESCRIPTION DRUG PLAN:

Generic:	$14	Brand:	$20

Mail Order – 90-day supply

Generic:	$ 18	Brand:	$32

DENTAL:

Annual Maximum	$ 1,750
Orthodontics	$ 1,250
Plan Deductibles	$ 50 annual deductible/per person $150 lifetime deductible for Orthodontics

VISION:

EyeMed

	Network	Out of Network
Exam	$ 0 copay	Up to $30
Contact Lens Fitting	Up to $40	N/A
	10% off retail price	N/A
Frames	$0 copay $150 allowance 20% off over $150	Up to $65
Standard Plastic Lenses		
Single Vision	$ 0 copay	Up to $30
Bifocal	$ 0 copay	Up to $45
Trifocal	$ 0 copay	Up to $60
Lenticular	$ 0 copay	Up to $60
Standard Progressive	$ 65 copay	Up to $45
Premium Progressive	Cost based on tier	Up to $45
Lens		
UV Treatment	$15	N/A
Tint (solid and gradient)	$15	N/A
Standard plastic scratch coating	$0 copay	$8
Standard Polycarbonate adult	$40	N/A
Standard polycarbonate – under 19	$0 copay	$20
Standard anti reflective coating	$45	N/A
Polarized	20% off retail	N/A
Other add on services	20% off retail	N/A

APPENDIX B

Contact Lenses		
Conventional	$0 copay, $150 allowance 15% off over allowance	Up to $120
Disposable	$0 copay, $150 allowance	Up to $120
Medically Necessary	$0 copay, paid in full	$210 allowance
Laser Vision Correction		
LASIK or PRK from US Laser Network	15% off the retail price or 5% off promotion	
Frequency		
Exam	Once every 12 months	
Lenses or contact lenses	Once every 12 months	
Frames	Once every 12 months	
Laser Vision Correction	Once per lifetime	

APPENDIX C
STANDARDS-BASED TEACHER EVALUATION-
(Update Information from State-ODE as needed)

Ohio Teacher Evaluation System 2.0 Model



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Preface

The State Board of Education recognizes the importance of using teacher evaluation to promote educator professional growth that improves instructional performance and student learning. Using a growth model when evaluating teachers to identify instructional strengths and support their teaching is essential to improving the quality of instruction students receive. The State Board of Education believes evaluation is essential in strengthening professional practice and is used to inform employment decisions.

Ohio is committed to quality schools. After the report of the Governor's Commission on Teaching Success, Ohio lawmakers passed Senate Bill 2 in 2004. The law mandated establishing a state Educator Standards Board and charged the Board with the creation of the ***Ohio Standards for the Teaching Profession***, ***Ohio Standards for Principals*** and ***Ohio Standards for Professional Development***.

House Bill 1, passed in 2009, directed the Educator Standards Board to recommend model teacher and principal evaluation systems for State Board of Education review and adoption. The ***Ohio Teacher Evaluation System (OTES)*** was created in response to this mandate and designed to be used to assess the performance of Ohio teachers.

The Educator Standards Board collaborated on the project with Ohio teachers, school administrators, higher education faculty, representatives of Ohio's educational professional associations and national experts in teacher evaluation. During 2009-2011, the Ohio Teacher Evaluation writing team extensively studied model evaluation systems throughout the country, examining many well-recognized state and district systems in depth. These included those used in the public schools of the District of Columbia and the states of Delaware, New Mexico, North Carolina, and Colorado. The writing group also studied the nationally recognized work of evaluation experts Charlotte Danielson, Laura Goe, the New Teacher Center, and the American Institutes for Research (AIR) and its affiliate, Learning Point Associates.
This research and collaboration among national experts informed the design of components, processes and tools included in the ***Ohio Teacher Evaluation System***. Ohio's evaluation system is research-based and designed to be transparent, fair, and adaptable to the needs of Ohio's rural, urban, suburban, large, and small districts. This teacher evaluation system builds on what is known about ongoing assessment and feedback as a powerful vehicle to support improving instructional practice.

In March 2017, the Educator Standards Board made recommendations for updating the ***Ohio Teacher Evaluation System***. Ohio Senate Bill 216, which took effect in late 2018, reflects many of these recommendations.

Outlined in Ohio Revised Code, the requirements include:

- Evaluation of teachers who hold teaching licenses and spend at least 50 percent of their time in student instruction;
- Alignment of an evaluation system with the ***Ohio Standards for the Teaching Profession*** adopted under Ohio Revised Code;

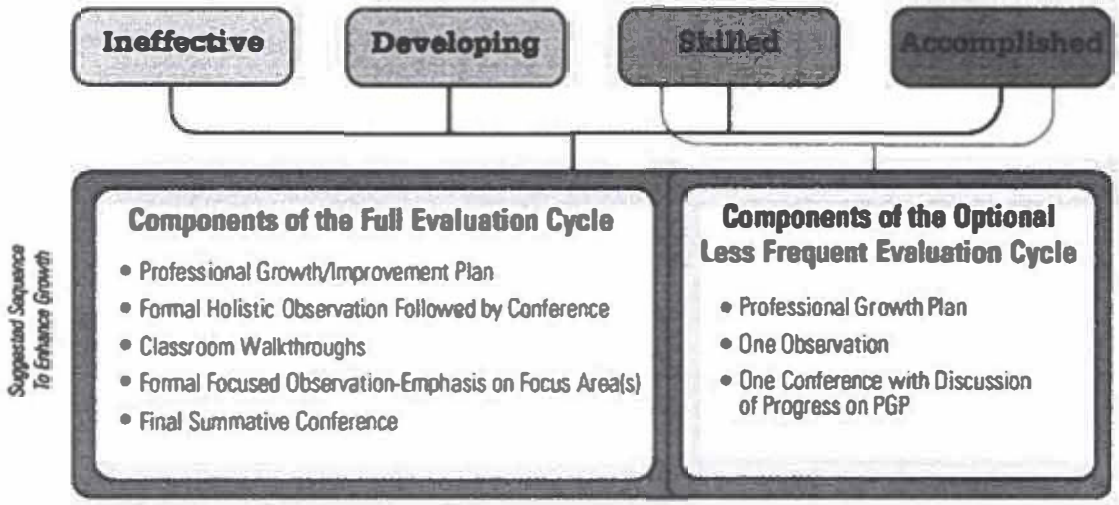
- At least two formal observations of at least 30 minutes each and at least two classroom walkthroughs in which a credentialed evaluator observes a teacher;
- Assignment of a rating on each evaluation according to these levels of performance: **Accomplished, Skilled, Developing,** or **Ineffective;**
- Evaluation of every teacher, to be completed by May 1, with a written evaluation report provided to the teacher by May 10;
- Options for less frequent evaluation of teachers who received **Skilled** or **Accomplished** ratings the prior school year in the same district, while still providing them feedback on their practice;
- Use of at least two measures of high-quality student data that provide evidence of student learning attributable to the teacher being evaluated; and
- Allocation of district financial resources to support professional development informed by evaluation results.

Representatives of 42 school districts gave the Ohio Department of Education and Educator Standards Board feedback during the Ohio Teacher Evaluation System 2.0 Prototype Project, beginning in fall 2018. This feedback helped guide the Department and the Educator Standards Board in developing the draft version of the ***Ohio Teacher Evaluation System 2.0***. Sixty-three schools, districts and educational service centers piloted this draft ***Ohio Teacher Evaluation System 2.0*** during 2019-2020, providing more feedback to guide implementation of the system in the 2020-2021 school year.

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing, and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the
Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric***.



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*; • One Formal Focused Observationa- *with an emphasis on identified focus area(s);* and
- One Summative Conference.

Professional Growth and Improvement Plan

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

Align to learning standards
Measure what is intended to be measured
Be attributable to a specific teacher for course(s) and grade level(s) taught
Demonstrate evidence of student learning (achievement and/or growth)
Follow protocols for administration and scoring
Provide trustworthy results
Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

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* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model***, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.
**Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, *the notice requirements for being placed on an Improvement Plan, the components of the plan* and *the implementation process for the plan* may be subject to the terms of a collective bargaining agreement.

Ohio Teacher Evaluation System 2.0 Model: Definition of Teacher Effectiveness

The ***Ohio Teacher Evaluation System 2.0 Model*** contains definitions of terms, detailed suggestions for system implementation and best practices. After extensive research, Ohio education practitioners developed the definition of teacher effectiveness found in bullets below. The ***Ohio Standards for the Teaching Profession*** also use this definition. Research supports the direct connection between effective teaching and student learning. Inherent in this definition is the expectation that all students will demonstrate learning (growth and/or achievement) based on high-quality student data measures.

Ohio Standards for the Teaching Profession state effective teachers:

- Understand student learning and development, respect student diversity, and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create a learning environment that promotes high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators, and the community to support student learning; and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

These characteristics are demonstrated in the ***Teacher Performance Evaluation Rubric***.

Ohio Teacher Evaluation System 2.0 Model: Organization

The ***Ohio Teacher Evaluation System 2.0 Model*** is designed to support implementation of the State Board of Education approved teacher evaluation system. This document includes required components of the ***Ohio Teacher Evaluation System 2.0*** and best practices to help schools and districts as they support individual professional growth. The system reflects work by stakeholders that includes a prototype project and pilot. The ***Ohio Teacher Evaluation System 2.0*** is a professional growth model designed to help educators continually improve their performance. This process is to be collaborative, ongoing and support teachers' professional growth.

This model is organized according to best practices in teacher evaluation:

- Implementing the OTES 2.0 Model: Professional Growth Plan or Improvement Plan;
- Implementing the OTES 2.0 Model: Assessment of Teacher Performance;
- Implementing the OTES 2.0 Model: Observation Process;

- Implementing the OTES 2.0 Model: Use of High-Quality Student Data;
- Using Evidence to Inform Performance Rating;
- Assessment of Teacher Performance: Appendix A — Teacher Performance Evaluation Rubric; and
- Implementing the OTES 2.0 Model: Appendix B — District-Level Decisions: Best Practice Implementation; Suggested Forms to be Used in Implementation.

Professional Growth Plan or Improvement Plan Processes

A teacher's Professional Growth Plan or Improvement Plan is based on the Final Holistic Rating from the most recent evaluation and observations. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. *The notice requirements for being placed on an Improvement Plan, the components of the plan* and *the implementation process for the plan* may be subject to the terms of a collective bargaining agreement.

Selection of Appropriate Plan

Annually, each teacher must develop either a Professional Growth Plan or Improvement Plan. This plan must be:

- Based on the results of the evaluation available in the current district (see Figure 1); and
- Aligned to any school district and/or building improvement plan(s).

A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator. A teacher with a
Final Holistic Rating of **Accomplished** develops a self-directed Professional Growth Plan annually. A teacher with a Final Holistic Rating of
Skilled develops a Professional Growth Plan annually, working jointly with the evaluator. A teacher with a Final Holistic Rating of **Developing** annually develops a Professional Growth Plan guided by the evaluator. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the evaluator.

PROFESSIONAL CONVERSATIONS AND PROGRESS CHECKS

Each year, as a teacher and evaluator work together through the evaluation process, several conferences should take place. This creates opportunities for professional conversation or direction about performance, goals, and progress, and needed supports. The evaluator and teacher should discuss opportunities for professional development to address needs that become evident in the evaluation process. To strengthen teacher professional practice, the Professional Growth Plan or Improvement Plan must be an integral part of the evaluation process. These plans should be reviewed regularly and updated as necessary, based on collaborative conversations between the evaluator and teacher.

Figure 1—Selecting an Appropriate Plan

Accomplished Final Holistic Rating	Skilled Final Holistic Rating	Developing Final Holistic Rating	Ineffective Final Holistic Rating	No Previous Rating	Professional Growth or Improvement Plan Guidance
•	•	•		•	Growth Plan
			•		Improvement Plan
•					Self-directed by Teacher
	•			•	Jointly Developed by Teacher and Evaluator
		•			Guided by Evaluator
			•		Developed by Evaluator
•	•	•	•	•	Professional Conversations
•	•	•	•	•	Focused Observation with Professional Conversation and Support Based on Previous Holistic Observation
•	•	•	•	•	Mid-Year Progress Check
•	•	•	•	•	End-of-Year Evaluation

High Level of Autonomy

Moderate Level of Autonomy

Low Level of Autonomy

ESTABLISHING GOALS

The ***Ohio Teacher Evaluation System 2.0*** goal-setting process is a way for teachers to enhance or improve specific aspects of teaching. Clear professional goals identify the focus and direction for improving practice and make a direct impact on student learning. Meaningful goals help teachers attain higher levels of performance and effectiveness. The Professional Growth Plan should focus on only one to two goals.

To make a positive impact on instruction and achievement, goals must be based on an accurate assessment of teacher performance and student learning needs. Evaluators or teachers should develop goals using multiple data sources, including self-assessment based on the standards, high-quality student learning data and identified focus area(s). Goals must align to any school district and/or building improvement plan(s); consider alignment to vision and mission of any plan(s). Evidence of progress toward the one or more goals must be measurable. In addition, evidence may be qualitative, quantitative or both.

During the Professional Growth Plan process, it is suggested that teachers meet with their evaluators at least three times to — (1) set goals, (2) assess progress and (3) reflect on the work at the end of the academic year. These discussions can occur during the pre-conference, post-conference and end-of-year Final Summative Conference — or as the evaluator determines is necessary.

Reflective practice is a way for teachers to consider what they know and are able to do, thereby identifying areas of strength and those for further development. Districts may decide which of the following tools help their teachers engage in the reflection and self-assessment processes. Schools can use parts or all of the three tools below, which also appear on the Ohio Department of Education website:

Using the Standards for the Teaching Profession for Self-Assessment—At broader scope, this guidance will help teachers begin reflecting on their practice, knowledge and skills related to the ***Ohio Standards for the Teaching Profession***. The document poses questions to probe teachers' strengths and potentials for growth in each standard area.

Ohio Continuum of Teacher Development: A Resource Tool for Educators—Teachers may want to reflect more deeply on their practices using this tool. The ***Ohio Continuum of Teacher Development*** is designed to support educators as they develop the skills and knowledge they need to offer the highest-quality education to Ohio students. The continuum is based on the ***Ohio Standards for the Teaching Profession*** and describes teachers' development throughout their careers. The document includes a column for recording supporting evidence.

Self-Assessment Summary Tool—Finally, after teachers have used one or both of the above tools, they can use the ***Self Assessment Summary Tool*** to identify areas of strength and growth, think about sources of evidence, and establish priorities to enhance practice overall. After teachers establish these priorities, they should use them to help develop goals for the Professional Growth Plan and to guide them and their evaluators in the identification of focus area(s).

Effective teachers regularly review evidence of their students' learning to assess their current performance against a set of learning goals. Examining student work gives teachers opportunities to assess the impact of their teaching on student progress, identify specific learning needs and consider how to adjust instruction accordingly. It is important for teachers to examine a range of data types and sources to ensure they have a comprehensive understanding of what their students know and can do. This supports teachers in designing and implementing appropriate learning activities that foster students' growth over time. Teachers should examine a variety of sources to create a comprehensive picture of the students they teach. They must analyze at least two sources of high-quality student data, then use that data to support student learning and enhance instructional practices. It is recognized that teachers can use many kinds of data to support student learning. These include:

- Demographic data about students and their schools and districts. This could include age ranges, socioeconomic status, attendance, or graduation rates;
- Student learning needs, academic performance, and progress; and
- Perception data drawn from students, parents or a school working conditions survey.

To gather data, teachers and district personnel can consult:

- District and building Ohio School Report Cards;
- Education Management Information System reports for a class or class period;
- Test data; and
- Other data sources as needed or as available.

Professional Growth Plan

Teachers develop Professional Growth Plans annually to help them identify areas of professional development that will enable them to enhance their practice. Teachers are accountable for implementing and completing the plan and should use it as a starting point for the school year. Professional Growth Plans cannot replace Individual Professional Development Plans (IPDP), nor can Individual Professional Development Plans replace Professional Growth Plans.

Professional Growth Plans should reflect the evidence available and focus on the most recent evaluation and observations. Each should be individualized to address the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). Professional Growth Plans must be clear and comprehensive. They must align to the most recent evaluation results and propose a sequence of activities leading to progress toward the goals.

Appendix B

Local Decision Points for Districts Regarding the Ohio Teacher Evaluation System 2.0

Performance Components

- Will the district require completion of the self-assessment? (This remains private to the teacher.)
- Are pre-conferences required? If so, are there any guidelines?
- Are observations announced or unannounced?
- Is feedback required on each walkthrough/informal observation? If yes, what will this look like?
- In addition to the conference following the Formal Holistic Observation and the Final Summative Conference, are other conferences required?

Evaluation Cycle

- How many focus areas will teachers have?
- Will the district evaluate teachers having earned an **Accomplished** or **Skilled** rating less frequently? o For the one required observation, what type of observation will that be? o For the one required conference, what type of conference will that be?
    - How will it be determined if progress is made on the PGP?
- Will the district allow teachers rated **Accomplished** to select their evaluator and teachers rated **Skilled** to provide input on their evaluator?
- Will the district choose to not evaluate a teacher who has been board approved for retirement by December 1?
- Will the district choose to not evaluate a teacher participating for the first time in the Resident Educator Summative Assessment (RESA)?
- How will the district determine if a teacher is on board-approved leave for more than 50% of the school year? Will that teacher be evaluated?
- For the teacher on a limited or extended limited contract under consideration for non-renewal, the district is required to conduct at least three formal observations. How will this be communicated and implemented?

Professional Growth Plan (PGP)

- How many goals are teachers required to have on the PGP?
- What is the district timeline for development of the PGP?
- How will it be determined that the PGP is aligned to any district and/or school improvement plan(s)?

High-Quality Student Data (HQSD)

- How will the district make decisions around HQSD?

- How will it be determined if an instrument meets the criteria for HQSD? Committee? Evaluators?
- How will the evaluator determine if the teacher meets the criteria of using the data from the instrument?
- How will the district define "experts in the field"?

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).

☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery	☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)—Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature:_____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Improvement Plan should continue for time specified: _____.

☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environmenta ☐ Assessment of Student Learning ☐ Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal(s):	☐ Progress Made y checking this box, the teacher will (ntinue with rating as per schedule until ıe for a full evaluation cycle.)	☐ Insufficient Progress Made (y checking this box, the teacher will tomatically be placed on a full evaluation :le the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ End of Cycle (Full evaluation required in the next school year)

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

High-Quality Student Data Verification Form

Teacher Name: Evaluator Name:

Content Area(s): Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students

- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis ▪ Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards Comments:

Teacher Signature: Date: HQSD

Approval Signature: Date:

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized that there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

Align to learning standards
Measure what is intended to be measured
Be attributable to a specific teacher for course(s) and grade level(s) taught
Demonstrate evidence of student learning (achievement and/or growth)
Follow protocols for administration and scoring
Provide trustworthy results
Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student

learning
Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

* LEGAL REFS. ORC 3319.111; 3319.112

APPENDIX D
Standards-Based School Counselor Evaluation

Book	**Policy Manual**
Section	**3000 Professional Staff**
Title	**STANDARD-BASED SCHOOL COUNSELOR EVALUATION**
Code	**po3223**
Status	**Active**
Adopted	**July 19, 2016**

3223 - STANDARD-BASED SCHOOL COUNSELOR EVALUATION

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

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

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

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Manchester Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with school counselors.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District counselors represented by the Manchester Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

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

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

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Manchester Education Association.

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

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

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

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

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

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

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

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

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

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

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

Standards-Based School Counselor Evaluation

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

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

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

Assessment of School Counselor Performance

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

A. Comprehensive School Counseling Program Plan;

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

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

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

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

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

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

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

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

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

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

Informal Observation/Walkthrough Procedure

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

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

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

Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within 10 days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

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

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

Assessment of Student Metrics

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

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

Final Evaluation Procedures

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

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

Professional Growth Plans and Professional Improvement Plans

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

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

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

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

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

The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

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

Definitions:

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

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

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

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

Removal of Poorly Performing School Counselors

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Manchester Education Association.

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

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

APPENDIX E
CONTINUING CONTRACT

Book	**Policy Manual**
Section	**3000 Professional Staff**
Title	**EMPLOYMENT CONTRACT**
Code	**po3124**
Status	**Active**
Adopted	**February 18, 2003**
Last Revised	**July 1, 2004**

3124 - EMPLOYMENT CONTRACT

Types of Contracts

A. Limited Contracts

The limited contract is in effect for one (1) year and is entered into by the Board with each teacher who holds a provisional certificate. The issuance of a limited contract for holders of a provisional certificate shall in no way imply deficiency in the teacher's qualifications or performance.

B. **Continuing Contracts**

1. To be eligible for continuing contract status, a teacher must:

   a. have a professional license, professional, permanent, or life certificate

   b. **have taught at least three** (3) of the last five (5) years in the District, or have held a continuing contract elsewhere in Ohio and thereby qualify for a continuing contract in two (2) years.

2. A continuing contract may be entered into:

   a. when the teacher meets the license/certification and length of service requirements; and

   b. unless the Board, by a three-fourths (3/4) vote (four (4) votes) of its full membership, rejects the recommendation of the Superintendent; or

C. unless the Superintendent recommends a one (1) or two (2) year limited contract. In this event:

1. written notice of intention to make such recommendation shall be given to the teacher on or before April 30th;

2. written directions shall be given indicating the professional improvements needed by the teacher to qualify for such contract;

3. written notice of the Board's action on the recommendation shall be given on or before April 30th,

4. at the end of an additional one (1) or two (2) year limited contract, school authorities must either decide not to reemploy the teacher or reemploy the teacher on a continuing contract. If the decision is to not reemploy the teacher, Board action is necessary and the teacher must be notified on or before April 30th of the school year in which the contract is due to expire.

Resignation or Termination of Contracts by Teachers

Teachers may not terminate their contracts after July 10th or when the schools are in session without the consent of the Board. Teachers who wish to resign at any other time must submit a resignation in writing to the Superintendent at least five (5) days before the effective date of the resignation.

Termination of the Contract by the Board

The contract of a teacher may be terminated by the Board for gross inefficiency, for immorality, for willful and persistent violation of reasonable regulations, or for other good and just cause.

When it is the intention of the Board not to reemploy a teacher at the end of a limited contract, the Board shall give the teacher a written notice of its intention on or before April 30th. This procedure is outlined in RC 3319.11

The procedures that the Board must follow in terminating a continuing contract are outlined in RC 3319.16.

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Legal **R.C. 3319.02, 3319.08, 3319.11, 3319.16**

APPENDIX F
CLASS SIZE

Book	**Policy Manual**
Section	**2000 Program**
Title	**CLASS SIZE**
Code	**po2312**
Status	**Active**
Adopted	**February 18, 2003**

2312 - CLASS SIZE

The Board of Education requires that class sizes be determined with reference to instructional quality and economy of operation.

A desired range between the minimum and maximum number of students which teachers shall have in their regular classes shall be determined by the Superintendent.

In determining the maximum number of students in a class, consideration shall be given to:

A. subject matter;

B. type of instruction;

C. ability of students;

D. availability and appropriateness of aides;

E. available finances

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Legal	**A.C. 3301-35-03 (A)(3)(4)**

APPENDIX G
COLLEGE CREDIT PLUS PROGRAM

Book	**Policy Manual**
Section	**2000 Program**
Title	**COLLEGE CREDIT PLUS PROGRAM**
Code	**po2271**
Status	**Active**
Adopted	**February 18, 2003**
Last Revised	**February 15, 2022**

2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university (institute of higher education or IHE) and meet the IHE's and relevant academic program's established standards for admission,

enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate.

Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an underperforming student. If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, his/her parents, and each IHE in which the student is enrolled of his/her status. The underperforming student and his/her parents shall also be notified of the following requirements for continued participation in the Program while on probation:

A. The student shall only enroll in one (1) college course during any term.

B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.

C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from those courses that conflict with the terms of his/her probationary status.

1. If a student elects to remain enrolled in one (1) course for the next term, s/he shall inform the IHE of the course in which the student would like to remain enrolled.

2. If the student fails to dis-enroll from any courses that conflict with his/her probationary status, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.

D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless s/he is declared to be an underperforming student again.

E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

Dismissal

If a student is deemed ineligible to participate in the College Credit Plus Program, s/he will be dismissed from the

Program. The Superintendent shall notify the ineligible student, his/her parents, and each IHE in which the student is enrolled of his/her dismissal. The ineligible student and his/her parents shall also be notified that the student shall not take any college courses through the Program following his/her dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following his/her dismissal from the Program, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an **additional term.**

Reinstatement

Following one (1) term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one (1) or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether s/he will be reinstated on probation or without restriction.

Reinstatement on Probation: In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria: To be reinstated on probation - the student must take and pass six academic courses with at least a 13" in each of the six courses in the semester before applying to be reinstated in the CCP program.

Reinstatement without Restriction: In order to be reinstated without any restrictions, the student must meet the following academic progress criteria: To be reinstated without restriction - the student must take and pass six academic courses with an "A" in each of the six courses in the semester before applying to be reinstated in the CCP program.

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

Appeals

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the

Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the SupTir4endent may:

A. allow the student to participate in the Program without restrictions;

B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;

C. allow the student to participate in the Program on probation; or

D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed.

The Superintendent's decision shall be final, and s/he shall immediately provide notification of the decision to each THE in which the student is enrolled.

A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.

B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

Home-Schooled Students

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board shall deny high school credit for the College Credit Plus Program courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as the College Credit Plus Program credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (College Credit Plus Program) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for College Credit Plus Program courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a College Credit Plus Program.

Revised 6/15/15

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Legal **R.C. 3313.613, 3365.01 through 3365.09**

A.C. 3333-1-65.13

APPENDIX H
PLACEMENT ON SALARY SCHEDULE

Book	**Policy Manual**
Section	**3000 Professional Staff**
Title	**PLACEMENT ON SALARY SCHEDULE**
Code	**p03411**
Status	**Active**
Adopted	**February 18, 2003**

3411n- PLACEMENT ON SALARY SCHEDULE

Annual Increments

To be eligible for an increment, a teacher must have served at least 120 days in a single school year under contract with the Manchester schools,

Transfer of Credit for Previous Experience

A. For teachers coming into our system, credit for previous experience shall be determined by the Superintendent with the approval of the Board.

1. In general, full credit for the first five (5) years experience shall be given. When employing new personnel, the Board, upon the recommendation of the Superintendent may recognize a situation whereby deviation in credit on the salary schedule, within limits of the Ohio Revised Code, may be conducive to good educational procedure. The maximum credit is ten (10) years.

2. Such things as the date of last training, length of time since last teaching, and place and level of last teaching experience shall be considered.

3. A teacher must have served at least 120 days in a given school year to be credited with a year's experience.

B. Credit for military service shall be given on the basis of one (1) year of training experience for each calendar year or fractional year of eight (8) months or more of military service within the limits of the Ohio Revised Code.

C. Credit for work in allied fields shall be determined by the Superintendent with the approval of the Board.

Changes in Salary Classification

A. Satisfactory evidence of successful completion of additional training must be presented to the office of the Superintendent for evaluation on or before September 15th in order to receive recognition for a salary adjustment for the ensuing school year. It shall be the responsibility of the employee to make sure s/he has been placed In the correct salary classification. Transcripts filed after September 15th of any school year shall apply on salary adjustments for the following school year. Official transcripts shall be filed with the office of the Superintendent as soon as possible following completion of the courses involved.

B, Only credits earned at a college or university recognized by the Ohio State Department of Education shall be counted in moving from one (1) salary classification to another. In receiving credit for training beyond the Bachelor's degree, the fifth year of training shall be interpreted as being at least ten (10) graduate semester hours or 150 undergraduate semester hours, including the earned Bachelor's degree, from a college or university.

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Legal **R.C. 3317.13, 3317.14**

MEA SICK LEAVE TRANSFER REQUEST

I,_____ (full name of recipient), who work at_____ (building) have exhausted my accumulated sick leave and am requesting the transfer of sick leave from any bargaining unit member willing to transfer one (1) or more days. It is estimated that_____ days will be needed.

Any bargaining unit member wishing to transfer accumulated sick leave, should complete the BOTTOM PART of the form below and return it to the District Treasurer signed and dated. A transfer which will reduce the donor employee's Sick Leave balance below thirty (30) days will NOT be honored.

Bargaining Unit Member Signature: _____
Date: _____

Bargaining unit members (donors and recipients) should retain a copy of this form for their own records.

I, _____(full name of donor) authorize the transfer of _____(number of days not to exceed two [2]) of my accumulated sick leave to _____(name of the recipient).

Bargaining Unit Member Signature: _____

Date: _____

APPENDIX J
MEA ASSAULT LEAVE REPORT FORM

Manchester Local Schools
ASSAULT LEAVE REPORT FORM

Employee's Name:e_____

Date of Assault: _____ School: _____

Describe the incident in detail which resulted in the assault (attach extra pages if necessary):

Describe any injury:_____

Describe any pre-existing physical conditions and/or illness:

State the name and address of all physicians that treated you for the condition arising from the alleged assault and the dates that you were treated by each physician:

List the names of witnesses to the assault:

_____

_____

Did you file a police report? YES/NO

If a police report was filed, state the name of the law enforcement agency, the date of filing, and attach a copy of the police report._____

( ) I am taking assault leave.

( ) I am NOT taking assault leave.

I hereby certify that the requested assault leave is not being used in violation of the Master Agreement, Article 5 "H" Assault Leave.

Employee's Signature: _____ Date: _____

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