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AGREEMENT BETWEEN THE

MILFORD EDUCATION ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

AND THE

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

Effective
July 1, 2026 THROUGH JUNE 30, 2029

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PREAMBLE

This Agreement is made and entered into this ___ day of _____, 2026 by and between the Board of Education of Milford Exempted Village School District (herein referred to as the "Board") and the Milford Education Association (hereinafter referred to as the "Association").

ARTICLE 1
RECOGNITION

The Board hereby recognizes the Association, an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative for the purpose of collective bargaining for all certificated/licensed personnel employed under contract by the Board to teach or as school psychologists or speech language pathologists (herein referred to as "bargaining unit members," "members" or "teachers") but excluding tutors, substitute teachers, all management level employees, all confidential employees, all supervisors and all seasonal and casual employees as defined by Section 4117.01 Ohio Revised Code and excluding the Superintendent, all Assistant Superintendents, Principals and Assistant Principals.

ARTICLE 2
PROCEDURES FOR NEGOTIATION AND RESOLVING DISPUTES

2.01 This Article shall control the procedures utilized by the Board and the Association for the purpose of negotiating any items which have become negotiable pursuant to the terms of any reopener provision set forth elsewhere in this Agreement or for the purpose of negotiating mandatory subjects of bargaining which have been properly raised by either the Board and/or the Association with respect to an Agreement to succeed and/or replace this Agreement.

2.02 Any negotiations for an agreement to succeed or replace this Agreement shall be inaugurated by the party seeking such negotiations delivering a written notice of such intent to the other not less than seventy-five (75) calendar days prior to the expiration of this Agreement. The parties shall commence such negotiations not later than sixty (60) calendar days before the expiration date of this Agreement.

2.03 The Association shall have a bargaining committee that shall not exceed eight (8) persons not counting the OEA Consultant. The Board shall have a bargaining committee which shall not exceed five (5) persons selected by the Board. The expense, if any, of each bargaining committee will be borne by the party selecting said committee and the other party shall not be responsible in any fashion for any such expense.

2.04 Negotiation meetings between said bargaining committees shall be private and scheduled for mutually satisfactory times and place(s).

2.05 Each bargaining committee may utilize consultants for any part of a bargaining session to assist it during a bargaining session provided such bargaining team has given the other bargaining team adequate and reasonable advance notification of its intent to use such a consultant. The expense of any such consultants shall be borne by the party selecting him/her and the other party shall not be responsible in any fashion for any such expense.

2.06 During the time period of negotiations between the two (2) bargaining committees, no oral or written publication of negotiations shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee; provided, however, that the Board's bargaining committee may inform the Superintendent, the Administrative Team, and/or the Board of such events, and the Association's bargaining committee may inform the officers of the Association and its members of such events; but none of the persons who are thus informed may disclose and/or publish such information to any other person.

2.07 The Board's bargaining committee, upon written request from the Association's bargaining committee shall furnish to them, within a reasonable time period thereafter, requested and clearly identified information relevant to the issue(s) under negotiation which is within the possession of the Board and which can be provided without significant expense. If such requested information would involve significant expense, then the Association shall pay such expense. The Association, upon written request from the Board's bargaining committee shall likewise furnish to them clearly identified and requested information relevant to the issue(s) under negotiation to which the Association has access. If such requested information would involve significant expense, then the Board shall pay such expense.

2.08 If, after having negotiated for at least sixty (60) calendar days, the two (2) bargaining teams have not been able to reach an agreement on all items, then either bargaining team may declare impasse and request in writing to the other that the issues be submitted to mediation.

2.09 The parties shall jointly request the services of an agreed upon mediator, with the cost of such mediator shared equally by the parties. The parties shall mediate for at least thirty (30) calendar days from the first meeting with the mediator and if no agreement is reached in that time frame, the impasse procedures of this contract shall be deemed to have been completed. It is agreed that this impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code. The Association maintains its right to strike provided the provisions of the Agreement subject to negotiation have expired and the Association has given the Board notice to strike required by Chapter 4117 of the Ohio Revised Code.

2.10 AGREEMENT

A. When agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the Association President. Upon receipt of notification that the Association has ratified the contract, the Board shall consider the approval or non-approval of the tentative agreement at its next regular or special board meeting.

B. After the contract is ratified and approved by both the Association and the Board it shall be executed by the parties.

ARTICLE 3
ASSOCIATION RIGHTS

The Milford Education Association shall have the following rights and privileges:

3.01 The Association shall be provided all agendas, minutes, and other public information made available to Board members no later than the time of public distribution.

3.02 Association materials may be posted on bulletin boards located in teacher work rooms and/or faculty lounges.

3.03 The Association may place organization materials in building mailboxes.

3.04 The Association may use office machines with the approval of the building principal.

3.05 The Association may use designated areas in school buildings at no charge for the purpose of Association meetings. Such use shall be confined to times of the day when school is not in session and shall be arranged with the building principal at least two (2) days in advance.

3.06 Names and addresses of newly employed professional staff shall be provided to the Association following Board approval of their contract.

3.07 The administration shall make available to all professional staff a directory listing the names, addresses, phone numbers and job assignments.

3.08 The President of the Association and/or a designee and/or the Consultant of the Association shall have the right to visit schools for the purpose of consulting with bargaining unit members. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or in his/her absence the acting building administrator, permission to make the visit. Such permission may be delayed if the visit at the time desired will interfere with normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the Building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.

3.09 The Board shall permit up to a maximum of three (3) Association leave days per officer of the Association per year for the purposes of continuation of a mutually satisfactory relationship between the Association, Board and Administration. Additional days may be approved by the Superintendent for Association business.

3.10 The Administration will provide a PDF electronic copy of this Agreement and any amendments to the Agreement requiring approval of the entire Association membership to the Association President.

3.11 Effective the next pay period after its receipt by the Treasurer of the District, a voluntarily signed written authorization from a member delivered to said Treasurer authorizing the deduction of a specific amount from the member's pay for membership dues in the Association shall be given effect until the member revokes the authorization by written notice to the Treasurer of the Association and Treasurer of the Board or until the member's employment by the Board is terminated. The authorization form shall be agreed upon by the Association and the Treasurer of the District. Any money so deducted shall be remitted once each month to the Association by ACH with a listing of the members for whom deductions were made and the amount remitted for each such member.

3.12 Third Party Organization

The Association officers and other members paid a stipend by the Association have the option to be paid a stipend by the Board as identified by the Association. The Association will reimburse the Board the gross amount of the stipend including, worker's compensation, Medicare and any applicable retirement costs payable to STRS.

By May 15th annually, the Treasurer of the Association will identify which Association officers, standing committee members, and Association Negotiations Committee Members will receive a stipend that is reimbursable to the Board by the Association. This information will be communicated to the school district treasurer in writing.

The Third Party Organization is work that shall be reimbursed by the Association. The work year is 185 days. The compensation period is for the years of the contract 2026-2029.

The District Treasurer will set a schedule for payment of the stipends and a deadline for the Association reimbursement in agreement with the Association Treasurer. An annual meeting between the Association Treasurer and the District Treasurer shall occur to confirm the schedule of reimbursements, payments, and stipends for each position.

ARTICLE 4
GRIEVANCE PROCEDURE

4.01 DEFINITIONS

Grievance — A grievance is defined as an alleged violation, misinterpretation or misapplication of the written provisions of this agreement.

Grievant — The grievant shall mean a bargaining unit member, a group of bargaining unit members or the Association acting on behalf of itself or any group of bargaining unit members.

4.02 Day shall mean calendar days. However, in computing any time period set forth in Article 4, if the deadline to take any action required herein (e.g. file a grievance or respond to a grievance) occurs on Saturday, Sunday, holiday, calamity day, or during spring or winter break, then the deadline to take the action shall be extended to the next day which is not Saturday, Sunday, holiday, calamity day or during spring or winter break.

A. Step 1
A grievance shall be first orally discussed by the grieving Bargaining Unit Member(s) or the Association with his/her immediate supervisor or the Superintendent within ten (10) days of the occurrence complained for the purpose of attempting to resolve the matter informally.

B. Step 2
If the immediate supervisor or the Superintendent is not able to promptly resolve the grievance to the grieving member(s) or the Association's satisfaction and/or the grievance is to be processed further, then such grieving Bargaining Unit Member(s) or the Association shall reduce the grievance to writing, stating the full facts upon which it is based, the written provision(s) of this Agreement claimed to have been violated, the relief sought and shall be signed by the grieving Bargaining Unit Member(s) or Association President. The grievance in such written form shall be presented by the grieving Bargaining Unit Member(s) or Association with or without his/her Grievance Representative to said immediate supervisor or the Superintendent within fifteen (15) days of the occurrence complained of. The immediate supervisor or the Superintendent shall respond to the grieving Bargaining Unit Member(s) or Association within five (5) days of said Supervisor's/Superintendent's receipt of such written Grievance.

C. Step 3
If the member(s) is not satisfied with the immediate supervisor's response and the grievance is to be processed further, the member(s) shall appeal to the Superintendent or his/her designee by delivering to him/her such written appeal request within five (5) days of the grieving member(s)' receipt of the immediate supervisor's answer at Step 2. The written appeal request shall set forth the basis for such appeal. The Superintendent and/or his/her designee shall meet and confer with the grieving member(s) and his/her Grievance Representative at a mutually agreed time within ten (10) days of the receipt of said appeal for the purpose of considering the grievance. The Superintendent or his/her designee shall issue a written decision on the grievance to the Grievant and the Grievance Representative within ten (10) days after the final Step 3 meeting.

D. Step 4
Should the Step 3 decision not satisfactorily resolve the grievance, then the Association may submit the grievance to arbitration by delivering such a request in writing to the Treasurer of the Board within ten (10) days of the date the Step 3 answer was issued and filing a demand for arbitration with the American Arbitration Association (AAA). The arbitrator shall be selected by the parties from a list provided by AAA according to AAA's policies and procedures.

The expenses and compensation of the arbitrator and the hearing site shall be shared equally by the Association and the Board. The expenses of a transcript of the hearing shall be borne by the party requesting it, provided, however, that such expenses shall be shared equally if the other party requests access to or a copy of such transcript. The arbitrator shall hold a hearing on the grievance at a mutually agreed time(s) and place and shall confine his/her consideration to the precise issue(s) jointly submitted by the Association and the Board. Following the close of such hearing, the arbitrator shall issue in writing to the Association and the Board his/her binding decision on the grievance.

4.03 The time limits set forth in this Article may be extended at any step by the mutual written agreement of the representative of the respective parties involved in such a step. Any grievance not presented within the time limits established herein above shall be barred as untimely and thereafter such grievance may not be presented or processed further for consideration under this Agreement or otherwise. The parties agree to full disclosure at each step of the grievance procedure.

4.04 The Association may designate up to seven (7) Grievance Representatives for each school building in the district for the purpose of handling any grievance arising in that school building. The Association shall provide the Board with such lists of Grievance Representatives.

ARTICLE 5
WORKING CONDITIONS

5.01 Office equipment shall be available for use by the teaching staff at each building. A telephone extension shall be available in each faculty lounge.

5.02 Teachers in grades K-6 shall have two hundred twenty-five (225) minutes planning time each week in addition to their thirty (30) minute duty free lunch period. Full-time teachers in grades 7 to 12 shall have a planning period equal to one (1) class period in length. A minimum of one hundred fifty (150) minutes of this planning time shall be scheduled within the conference/planning period per school day in addition to one (1) thirty (30) minute duty-free lunch period. The administration in each building shall make a good faith effort to provide each teacher with continuous planning time that is not less than thirty (30) minutes per student day. It is acknowledged and agreed that during weeks/days when school is closed due to a calamity day, or on those days when school is on a delayed start/early release, that the teachers may not receive the plan time set forth in this provision. Administrators will make reasonable efforts to insure that the same teachers are not impacted by the loss of planning time.

5.03 The workday shall be seven and one-half (7-1/2) hours. Specific check-in and check-out times may vary from building to building and within each building. Days without students such as waiver days and in-service days shall be:

PS and Elementary Schools: 8:00 a.m. – 3:30 p.m.
MS and HS: 8:00 a.m. – 3:30 p.m.

5.04 If the school calendar is extended beyond one hundred eighty-five (185) service days, then the base salary shall be increased by 1/185th for each such additional day added to the service (contract) days beyond 185 by such voluntary Board action.

5.05 CLASS SIZE

Any bargaining unit member who feels that his or her classes are disproportionate in size or composition may request a review by completing the forms contained within the contract and submitting forms for review to the Individual Building Committee. (Forms are G-1 and G-2 attached.) The form shall be provided to the building principal, Association President, Superintendent/designee and the building representative.

5.06 CREDIT FLEXIBILITY/COLLEGE CREDIT PLUS

A. Teachers assigned work under the credit flexibility policy of the Board outside the regular contractual work day shall receive compensation of thirty-five dollars ($35.00) per hour for all meetings or site visits beyond the teacher work day.

B. Bargaining unit members may be assigned to teach CCP courses in accordance with the Collectively Bargained Agreement during the teacher work day with the following provisions:

1. OTES evaluations shall not be completed on CCP courses.

2. A stipend shall be paid each semester at a rate of five hundred dollars ($500.00) per CCP course.

3. Class sizes shall conform to university standards but shall not exceed twenty-seven (27) students.

4. Coursework determined by the District needed to secure required credentials shall be paid by the District.

5. There shall be no outsourcing for staff to teach in-house CCP if there is a credentialed Milford teacher or contracted through satellite programs.

6. Teachers shall be compensated for attendance at any In-Service at Institute of Higher Learning through release time or compensation at thirty-five dollars ($35.00) per hour.

7. A CCP committee shall meet twice a year to address CCP in-house and AP enrollment issues.

8. The District shall prohibit the co-seating of CCP and non-CCP students in a class where college credit is being granted.

5.07 MENTORING FOR RESIDENCY TEACHERS

5.0701 The Board shall provide mentors for all teachers required to participate in the residency program as provided for within the law and ODE regulations. Mentors shall be assigned to residency teachers based upon their area of licensure/certification. When possible, mentoring teachers shall work with teachers within the same building. Mentors shall be provided release time without loss of pay to observe the teachers(s) being mentored.

5.0702 Mentoring work shall be confidential to the individual Bargaining Unit Member. The knowledge secured from mentoring the teacher shall in no way be used to affect employment of the resident teacher. When a mentoring teacher signs any documentation about mentoring the Bargaining Unit Member it should only reflect that the mentoring teacher mentored the teacher.

5.0703 Professional development shall be provided to the mentors on the local level and mentors shall be afforded full participation in statewide mentor training. Mentors shall be compensated per mentee per school year as follows:

Year One – $1250.00
Year Two – $1250.00

5.08 JOB-SHARING

5.0801 Purpose

The purpose of job-sharing is to allow two members to share one teaching position within the school district. Job-sharing shall be voluntary and require the endorsement of the Superintendent.

The Superintendent's decision to provide for a job-sharing program shall be based upon the needs of the building, unique elements of the position and the compatibility of the two teachers requesting to job-share. The Superintendent's decision as to whether or not to agree to a job-sharing proposal shall be final and not subject to appeal or the grievance procedure.

5.0802 Initiation

Members interested in job-sharing must submit a written joint proposal outlining the features they would include in their program and the required elements of this Article to the Superintendent prior to March 1st of the school year prior to the proposed start of job-sharing. Proposals agreed to by the Superintendent must be submitted to the Association Co-Presidents prior to March 15th of the same year.

5.0803 Required Elements of the Job-Sharing Proposal

A. Each team shall share one teaching assignment.

B. Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire school year unless a change in time and teaching responsibilities is approved by the teachers and the Superintendent in writing.

C. Each team shall address unique elements of the positions and describe how such elements will be addressed.

D. Both members shall attend all required in-services, conferences, open houses, IEP meetings and staff meetings.

E. Both members shall assess students as usual and attend to all applicable classroom management duties.

F. The Superintendent may, during the course of the school year, implement any operational changes which s/he may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the contract. Other changes are subject to Section 5.0804 (G) below.

5.0804 Teacher Employment Rights

The participating members shall, during their employment on a job-sharing basis:

A. Retain full rights and benefits under the Master Contract, except as modified by this Article.

B. Receive a prorated salary based on the appropriate step on the negotiated salary schedule for full-time teachers.

C. Accrue seniority and service years on a full-time basis.

D. Earn and use sick leave and personal leave on the basis that a day is a day. However, any carryover of leaves from a full-time contract into a job-sharing contract shall be at a two hundred percent (200%) rate, and any carry-over of leaves from a job-sharing contract into a full-time contract shall be at a fifty percent (50%) rate.

E. Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team member.

F. If the Bargaining Unit Member is employed for fifty percent (50%) of the contractual workday, the Bargaining Unit Member will be eligible to receive medical and dental insurance. The Bargaining Unit Member shall be responsible for the Bargaining Unit Member's share of the premiums, as set forth in Article 24.01 and 24.02, as well as fifty percent (50%) of the Board's share of the premium.

G. A member's contract status shall not be affected by participation in the job-sharing program.

5.0805 Discontinuation of Job-Sharing Team

A. Should the Board, Superintendent or either of the involved members, wish to discontinue the job-sharing program for a subsequent school year or should the plan not be approved for the subsequent year, and the discontinuation of the job-sharing program results in a reduction in force, the reduction shall be in accordance with Article 11, Reduction in Force.

B. Participating members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a member be released from the job-sharing program during the course of the school year, the other member shall assume all the teaching responsibilities and return to full-time status, unless otherwise agreed by the Superintendent.

ARTICLE 6
CERTIFIED STAFF EVALUATION PROCEDURES

6.01 The primary focus of the evaluation program is the recognition and improvement of services and performance responsibilities stated in job descriptions of the bargaining unit in the Milford Exempted Village School District.

Teachers as defined by the Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Board adopted evaluation policy and any memorandum supplementing this Agreement. If OTES is rescinded, the parties will meet to negotiate new processes.

School Counselors as defined by the Ohio Revised Code section 3319.113 shall be evaluated in accordance with the Board adopted evaluation policy and any memorandum supplementing this Agreement. If OCES is rescinded, the parties will meet to negotiate new processes.

Teachers not meeting the definition of a teacher under Ohio Revised Code section 3319.111 (Non-OTES Teachers) shall be evaluated using the provisions of this Article and shall be evaluated using the statutory timelines and frequencies set forth in Ohio Revised Code section 3319.111 and 3319.112.

6.02 The forms to be utilized by all administrators in the district will be those which accompany these procedures. The forms provide the vehicle by which the administrator and Non-OTES Teacher will seek and identify information as to whether or not specific job-related responsibilities are accomplished, or not being accomplished, along with specific recommendations and means for improvement when appropriate.

6.03 A. The Board and the Association shall meet to develop a new evaluation instrument for Non-OTES Teachers. Those evaluations, when agreed upon by the Board and the Association, shall be incorporated herein by reference. In the event the Board or the Association wishes to change the evaluation instrument or observation form, a committee shall be formed consisting of an equal number of persons appointed by the Association and the Board. The committee shall have ninety (90) days to reach an agreement on changes in the forms.

B. If an agreement cannot be reached within the ninety (90) day period and either party wishes to make a change, bargaining shall be in accordance with Article 2 of the contract.

6.04 EVALUATION PROCEDURES – See Exhibit H.

6.05 EVALUATION OF A BARGAINING UNIT MEMBER ON LEAVE

A. If a bargaining unit member up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the bargaining unit member returns to work during the remainder of the school year.

B. If the bargaining unit member does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the member utilizing the observations/evaluations which were completed prior to the teacher's absence, evaluations/observations from prior years if available, and other performance related information and/or material.

C. Members who are on leave of absence shall not be non-renewed solely due to taking leave of absence.

6.06 Any complaints regarding violations of either the Board adopted evaluation procedure or the procedure set forth in this Article shall be subject solely to the grievance procedure contained within this Agreement. The provisions of this Article are intended to supersede any evaluation requirements set forth in Ohio Revised Code section 3319.11.

ARTICLE 7
PERSONNEL RECORDS

7.01 A. A personnel file of each bargaining unit member shall be maintained in the office of the Superintendent/designee.

B. This file shall be considered a confidential file (to the extent permitted by Ohio law) and the only official file of recorded information about a professional staff member that is maintained by the Board.

C. If a member wishes to review his/her file, he/she shall make a request to the Superintendent/designee.

D. The member, as well as any public person, must review the file in the presence of the Superintendent/designee or his/her designee during regular office hours at the offices of Staff and Pupil Services.

7.02 ACCESS TO FILE

A. Members shall have access to their individual personnel files in the presence of a designated central office Bargaining Unit Member. Such access may occur at any time during the workday, providing it does not interfere with the member's assigned duties or after the workday. A request for access to a member's file shall be granted within one (1) workday.

B. Members of the administration authorized to place information into the personnel files of members shall be limited to the Superintendent, other central office administrative personnel appropriate related to the supervision of that member, school board members, building principal(s), and confidential secretaries.

C. Any member of the public who views the file shall be asked to sign and date an access sheet which shall be included in the front of the file. The refusal to sign shall not prohibit the viewing of the file.

D. The bargaining unit member shall be informed whenever someone from the public has requested to see the file belonging to that member.

7.03 A. All material placed in the personnel file shall indicate the date the item was placed in the file.

B. A copy of the included item shall be forwarded to the Bargaining Unit Member.

C. A bargaining unit member shall have the opportunity to reply to critical material in a written statement to be attached to the filed copy.

D. Periodically materials in a bargaining unit member's file may be reviewed as to the accuracy, relevance, timeliness, or completeness of such material.

E. If it is found to lack in any of the aforementioned, it may be removed from the bargaining unit member's file upon mutual agreement of the bargaining unit member and the Administrator making the entry or the Superintendent.

7.04 The bargaining unit member may submit letters of merit which shall be placed in his/her personnel file.

7.05 A member will be entitled to a copy of any material in his/her file upon the payment of a reasonable copying charge.

7.06 Any materials may be removed from the member's file in compliance with Ohio Revised Code 1347.

ARTICLE 8
TEACHER ADMINISTRATIVE LIAISON

8.01 At the request of the MEA Building Representative, the Building Principal shall schedule a meeting once a month with a maximum of five (5) members in an elementary school or middle school and up to a maximum of six (6) members at the middle school and twelve (12) members at the high school who are in his/her building and who volunteered for the purpose of receiving and discussing with such members all suggestions each such member may have for ways, methods or ideas to increase the effectiveness of members in educating the students in the District and for achieving excellence in education. If too many members volunteer, then the member who is selected co-chair will decide which of the volunteers are to attend each meeting on a rotation basis so that all participate in approximately the same number of meetings each school year. All those members who volunteer and/or are selected to participate shall select one of their group to act as the member-selected Co-chair. The other Co-chair shall be the Building

Principal. The member-selected Co-chair shall have an agenda for each meeting distributed to each member and the Principal. The agenda must be presented by the Association no later than 48 hours prior to the meeting. If the agenda is not provided. the meeting will not be held. The meeting shall be scheduled by the co-chairpersons at a time prior to or immediately after the classroom teaching hours in that building.

8.02 LABOR MANAGEMENT COMMITTEE

A. In an effort to further good working relationships between the parties, a labor management committee shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations. The committee shall consist of the Superintendent and the Association President(s).

B. Other parties may be invited to attend as needed when mutually agreed to by the Superintendent and the Association President(s).

C. Meetings shall be held once a month if agenda items are presented at least 48 hours prior to the date of the meeting. If agenda items are not presented the meeting will not be held.

D. While it is the intent that the labor management committee is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on a topic. No agreement can change any item in the contract but may be used to clarify or produce guidelines for implementation.

ARTICLE 9
VACANCY POSTING AND FILLING

9.01 Before any vacancy becomes subject to the posting and filling procedures of this Article, voluntary reassignment shall have been exhausted among the Bargaining Unit Members in the school building where the vacancy exists. Any member desiring to be voluntarily reassigned shall advise their building principal and the Superintendent, in writing, of their interest.

9.02 VACANCY POSTING DURING PRESENT SCHOOL YEAR TO BE FILLED IN PRESENT SCHOOL YEAR

When a vacancy occurs in a teaching position during the school year, the Superintendent has the option of filling the position on a temporary basis until the end of the school year.

This position will be promptly posted as vacant pursuant to Section 9.03 of the Contract for the following school year and will be filled in accordance with the remaining provisions of Article 9 of the Contract.

9.03 VACANCY POSTING RELATING TO THE FOLLOWING SCHOOL YEAR

When it is determined that a vacancy exists for the following school year that the Board intends to fill, each bargaining unit member shall be electronically notified by District

email of the teaching vacancies and the vacancy shall be posted on the District website. Any member who desires to be considered for any such vacancy shall submit his/her request by electronic mail to the Superintendent and Director of Human Resources within the time limit specified on the posted list.

9.04 CONTENT OF POSTING AND DURATION

The electronic vacancy notice and/or listing shall include at least the following information as to each vacancy: position (i.e. grade level and/or subject matter), visible in the subject line of the posting, school building where the position currently exists, deadline for submitting written application, and the estimated starting date. Any vacancy posting shall remain posted electronically for a minimum of five (5) consecutive days except for vacancies occurring in July or August, which posting shall remain posted electronically for a minimum of two (2) consecutive days.

9.05 FILLING OF VACANCY

With respect to any of the above described vacancy posting or listings, the Superintendent will make the final determination of which persons will be selected for each vacancy based on the Superintendent's assessment of which person best meets the overall educational needs of the District. In making such determination on this basis, the Superintendent will consider, among others, such factors as the seniority, teaching experience, educational training, certification, teaching evaluations and any other relevant qualifications of the persons being considered for the vacancy.

9.06 INFORMATION CONCERNING VACANCY APPLICATIONS

A. If a member's written request for consideration for a vacancy did not result in the member getting the vacancy, then, upon that member's request, he/she will receive in writing an explanation of the reason(s) therefore from the Superintendent or the Superintendent's designee.

B. If a member does not receive the position requested in his/her application for voluntary transfer, then said application shall be considered withdrawn.

9.07 SUMMER SCHOOL VACANCIES

When the Superintendent determines that there are Summer School positions which are likely to be needed, the Superintendent shall electronically notify each bargaining unit member by District email. The electronic posting shall not exceed ten (10) consecutive days as is feasible a notice describing each such likely needed position. Such positions shall thereafter be filled in the same manner as they have been filled in the past.

ARTICLE 10
INVOLUNTARY TRANSFER

10.01 Before the Superintendent determines that it is necessary to involuntarily transfer a member from one teaching position to another, the teaching position that needs to be filled will have first been posted under the "Vacancy Posting and Filling" Article and not been filled by that process. Whenever, thereafter, the Superintendent determines that

it is necessary to involuntarily transfer a member from one teaching position to another, the Superintendent will make the determination as to which member will be involuntarily transferred based on the Superintendent's assessment of the overall educational needs of the District. In making his/her determination on this basis, the Superintendent will consider, among others, such factors as the seniority, teaching experience, educational training, certification, and teaching evaluations; and if the Superintendent determines that none of these factors, other than seniority, causes him/her to conclude that one member from among all those considered for such involuntary transfer better meets the overall educational needs of the District, then the Superintendent will give preference to the seniority factor by selecting the least senior member among those considered as the one to be involuntarily transferred.

10.02 If a member is so involuntarily transferred, then upon that member's request, he/she will receive in writing from the Superintendent an explanation of the reason(s) for such member's involuntary transfer.

10.03 TRANSFERS DUE TO REDUCTION IN ENROLLMENT

A. When personnel must be transferred as a result of a reduction in enrollment at the particular grade level or class, the Superintendent shall publish a list of the necessary reductions by position, grade level, and building. This will be posted on the bulletin board of the school(s) concerned and available to all members therein.

B. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the members of the department(s) or grade level(s) affected by the enrollment shall be transferred on the basis of district seniority and member evaluations. If the evaluation of members who could be affected are comparable, then the member with the shortest service in the school system shall be transferred first.

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

D. The member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent.

E. During said period of a right of restoration provided for in above, each such member may maintain the group insurance programs he/she is eligible for under Article 23 - Insurance provided said member pays the full cost of such insurance programs to the Board in advance of each month involved.

ARTICLE 11
REDUCTION IN FORCE

11.01 When the Board believes it necessary, it may reduce the number of bargaining unit member positions because of a decline in student enrollment, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, financial reasons and because of changes in the curriculum and course offerings.

11.02 If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made in accordance with the recommendation of the Superintendent. Seniority shall not be the basis of a reduction except between teachers with comparable evaluations.

In determining comparability, all persons licensed to teach in positions being reduced shall be placed on a list based upon a two-year average of his/her evaluation ratings on the teacher performance of the evaluation. The list shall be subdivided between those teachers on a continuing contract and those on limited contracts. Teachers shall be placed in the following categories:

- All teachers in each category with an evaluation rating of 3.5 or higher shall be deemed comparable and placed in Category 3.
- Teachers with a rating of 3.4 to 1.6 shall be deemed comparable and placed in Category 2.
- Teachers with a rating of 1.5 or lower shall be deemed comparable and placed in Category 1.
- If a first-year teacher receives an ineffective rating, he/she shall be placed in Category 1. A first-year teacher that does not receive an ineffective rating shall be placed in Category 2.
- Teachers who do not have two completed evaluations to average and do not receive ineffective ratings, shall be placed in Category 2.

Teachers in Category 1 on the limited contract list shall be reduced first, then proceeding to Category 2 on the limited contract list and then to Category 3 on the limited contract list. Limited contract teachers shall be reduced before continuing contract teachers.

If there are no limited contract teachers to consider for the reduction in force, the Board shall proceed to the continuing contract seniority list for consideration of the reduction. Teachers in Category 1 on the continuing contract list shall be reduced first, then proceeding to Category 2 on the continuing contract list and then to Category 3 on the continuing contract list.

If there are two or more teachers who are comparable in the applicable category, seniority shall be the basis for reduction. If teachers have been evaluated under different evaluation systems, the teachers shall be deemed comparable.

11.03 Seniority shall be defined as continuous employment of a member beginning with the date of hire by the Board. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the member is reinstated. Seniority shall be lost when a member resigns or retires If two or more Bargaining Unit Members have the same seniority date, then the tie shall be resolved by date of hire (Board approved date), with the Bargaining Unit Member having the earliest date being deemed the more senior. If the Bargaining Unit Members have the same date of hire, then the Bargaining Unit Member with the highest last four (4) digits of their social security number shall be deemed the more senior Bargaining Unit Member.

11.04 Members whose contracts have been suspended shall have rights to recall. Seniority shall not be the basis of recall except between teachers with comparable evaluations.

11.05 When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association and the members affected by the reduction at least forty-five (45) days prior to Board action to reduce staff.

A. The Association and the Superintendent shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

B. A list shall be prepared and kept updated ranking all tenured members in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured members in the district by seniority, giving areas of certification, and present teaching and building assignment. Each teacher whose contract is to be suspended and the Association shall receive copies of this list.

C. The recall list shall be maintained for a period of two (2) years. Thereafter no member on layoff shall retain his/her right to recall.

11.06 The employment of bargaining unit members specifically assigned to parochial/private schools which are paid from "pass through" funds received by the Board for that purpose from the State Department of Education shall be subject to the needs and preferences of the administration of the parochial/private school to which they are assigned. In the event the Board is advised in writing by the administration of the parochial/private school that the services of the member assigned to that parochial/private school are no longer needed the contract of such member shall be suspended and he/she shall be placed on a recall list. Members whose contracts are suspended under the provisions of this Article shall have all rights under this Article. If a bargaining unit member employed in an auxiliary position has his/her position completely eliminated due to financial reasons, he/she shall be placed on the recall list and shall be recalled in accordance with those provisions.

ARTICLE 12
TERMINATION AND NONRENEWAL OF TEACHING CONTRACTS

12.01 The termination of a continuing contract or a limited teaching contract during its term shall be pursuant to 3319.16 and 3319.161 of the Ohio Revised Code and not subject to the grievance procedure.

12.02 A member whose limited contract has been nonrenewed shall have the right to the hearing process and appeal procedures set forth in 3319.11 Ohio Revised Code except that the review on appeal shall be whether the Board followed the evaluation timelines of Article 6 of this Agreement and not 3319.111 of the Ohio Revised Code. Non-renewals are not subject to the grievance procedure. This provision does not apply to supplemental contracts.

12.03 CONTINUING CONTRACT ELIGIBILITY

A. Any bargaining unit member employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the member

is eligible for a continuing contract no later than November 15 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract. A member may withdraw, in writing, his/her request for a continuing contract at any time prior to Board action.

B. Failure to notify the Superintendent by applicable deadline shall be a waiver of the member's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the member is re-employed, he/she may be given a one (1) year limited or a two (2) year limited contract for the following school year rather than a continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Article for the following school year.

C. If a member reaches eligibility during the term of a multi-year limited contract, the member may still notify the Board of his/her eligibility and the Board may grant the member a continuing contract.

D. Upon being notified by the member of his/her eligibility, the Board may grant the member a continuing contract. A member may withdraw his/her request up to the date of Board Action.

E. Upon being notified by the member of his/her eligibility, the Board shall evaluate the member in accordance with Article 6.

F. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article 6, if the Board believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

G. The provisions of this Article are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

A member becomes eligible in accordance with Ohio Revised Code section 3319.08, a copy of which is attached in Exhibit I.

12.04 SEQUENCE OF LIMITED CONTRACTS

A. The length of the limited contract to be offered to members will be as follows:

First contract - one year
Second contract - one year
Third contract and each contract thereafter - two years

B. A member may request a one year contract in lieu of a two year limited contract.

C. This provision does not apply if the member is non-renewed, terminated, resigns or retires for the following school year. The Board and/or the Superintendent may deviate from this sequence if they believe, in their sole discretion, that the member is in need of further or additional improvement and/or further or additional professional development. In no way does this provision create an expectation or entitlement to continued employment by the Board.

ARTICLE 13
MAXIMUM ACCUMULATION OF SICK LEAVE

13.01 A teacher may be absent from regular duties due to personal illness for a period not to exceed his/her total days of accumulated sick leave without loss of pay.

13.02 Illness in Family

Bargaining Unit Members may use sick leave upon approval for absence due to illness in the Bargaining Unit Member's immediate family. When an Bargaining Unit Member is absent for more than three consecutive days because of personal illness, a doctor's statement may be required. If an Bargaining Unit Member is absent immediately preceding or following a holiday, a doctor's certificate may be required. Any days of such absence, which are not approved, shall be deducted from the Bargaining Unit Member's salary in accordance with Board policy. Immediate family shall include a mother, father, niece, nephew, aunt, uncle, cousin, mother in-law, father in-law, sister, sister-in-law, brother, brother-in-law, child (natural, step, foster, guardianship), daughter in-law, spouse, son-in-law, grandmother, grandfather, grandchild, a relative who is a permanent resident in the Bargaining Unit Member's home or a partner.

13.03 Any absence pertaining to the Bargaining Unit Member (himself/herself) or to the immediate family will be interpreted as illness in the family and charged to sick leave (including appointments for glasses, dental, etc.). If the absence is due to the need to be with friends or persons not included as members of immediate family, then the absence will be charged as personal leave.

13.04 Bereavement Leave

A. All Bargaining Unit Members shall be granted up to five (5) days without loss of regular pay per contract year, chargeable to sick leave, in the event of the death of a mother, father, niece, nephew, aunt, uncle, cousin, mother in-law, father in-law, sister, sister in-law, brother, brother in-law, child (natural, step, foster, guardianship), daughter in-law, spouse, son in-law, grandmother, grandfather, grandchild, a relative who is a permanent resident in the Bargaining Unit Member's home or a partner. Bereavement leave may be taken in one-half (1/2) day increments).

B. All Bargaining Unit Members shall be granted one (1) day without loss of regular pay per contract year, chargeable to sick leave, in the event of the death of a close friend, colleague or student. Bereavement leave may be taken in one-half (1/2) day increments.

13.05 Unauthorized Absence

Absence from duty not authorized by Board policies or by the Superintendent under Board policies, and/or the law governing absence of Bargaining Unit Members will be considered unauthorized absence. No payment of salary will be made for unauthorized absence. Unauthorized absence from duty will be considered grounds for suspension or dismissal of the Bargaining Unit Member.

13.06 The maximum number of unused sick leave days any member is permitted to accumulate for the purpose of severance calculation shall be two hundred eighty (280) days. Accumulation of sick leave days for use in accordance with the CBA shall be unlimited.

13.07 In addition to the reasons for which sick leave may be used as set forth in 3319.141 of the Ohio Revised Code, and Board policy, up to sixty (60) contractual work days of sick leave may be used immediately after the birth of a child, adoption of a child, or the placement of a child in their care.

13.08 Sick leave donation program

A. If a bargaining unit member, his/her spouse or minor child(ren) has a catastrophic illness or injury, and the member has exhausted his/her sick leave and personal leave, he/she may apply to the Association Executive Board to receive donations of sick leave from other bargaining unit members. If approved, the Executive Board will solicit donations from the bargaining unit members. Each member may donate up to 7 days, with the total donation not to exceed 60 days. The Association Executive Board shall notify the Treasurer's office in writing of the teachers who donated days and to whom the donations should be credited. No additional advancement under this Article shall be made if a member is permanently disabled. A member who has applied for and been recommended for disability by an STRS physician may not apply for days to extend the date of eligibility for disability. Decisions of the Executive Board are not subject to the grievance procedure.

B. A catastrophic illness is a severe illness requiring prolonged hospitalization or recovery. Examples would include, but are not limited to, cancer, leukemia, heart attack, or stroke usually involving, and/or associated with high cost for hospitals, doctors and medicines and may incapacitate the person from working, creating a financial hardship.

C. A catastrophic injury is a serve injury requiring prolonged hospitalization or recovery. Examples may include but are not limited to, severe impact injuries, spinal injuries, broken bones, amputation, or organ damage usually involving,

and/or associated with, high costs for hospitals, doctors and medicines and may incapacitate the person from working, creating a financial hardship.

ARTICLE 14
PERSONAL LEAVE

14.01 Notwithstanding Article 14.04, a maximum of three (3) unrestricted days' absence with pay may be granted by the Superintendent in any school year, and shall not be charged against the member's accumulated sick days of leave. A request for approval for such leave with pay shall be made on the appropriate form and forwarded directly to the Superintendent at least five (5) days prior to the intended absence. (Except where the circumstance causing such absence first occurred at a time when five [5] days' notice was not possible.) In these circumstances, immediate notice shall be given to the member's immediate supervisor and said written request form shall be submitted promptly thereafter to the Superintendent. In the case of absence from duty for any court proceeding or administrative hearing in which the Bargaining Unit Member is a party, no salary shall be paid the member for the period of absence beyond the three (3) day personal leave allowance.

14.02 No more than five percent (5%) of the bargaining unit members in a building containing fifty (50) or more bargaining unit members shall be on personal leave on any one day and no more than ten percent (10%) of the bargaining unit members in a building with less than fifty (50) members shall be on personal leave on any one day. No bargaining unit member shall be entitled to use personal leave on the workday before a holiday or break.

Notwithstanding the foregoing, a bargaining unit member may submit a written request to utilize personal leave on a day that would otherwise be prohibited under this Article 14.02. The Superintendent will approve or deny the request for the use of a personal leave day. The Superintendent's decision shall not be subject to the grievance procedure or appeal.

14.03 Personal leave shall not be requested on an in-service day(s) or waiver day(s). Notwithstanding the foregoing, a bargaining unit member may submit a written request to utilize a personal leave day on an in-service day(s) or waiver day(s). The Superintendent will approve or deny the request for the use of a personal leave day. The Superintendent's decision shall not be subject to the grievance procedure or appeal.

14.04 Unused personal leave shall be:

a. Rolled into accumulated sick leave by the end of the fiscal year; or

b. Upon submission of a form to the Treasurer's office by June 1st of each year, an Bargaining Unit Member may elect to roll over one (1) unused personal leave day to the next school year for a beginning balance of not more than four (4) unused personal leave days. In no event may an Bargaining Unit Member start a school year with more than four (4) unused personal leave days.

c. If a member has accumulated a minimum of at least 230 days of unused sick leave, the member may be paid per unused personal day per year for days that are not

rolled over pursuant to (b) above. The member shall be paid at the substitute teacher rate of pay with the last paycheck of the pay cycle, or their last paycheck with the District.

ARTICLE 15
JURY DUTY/COURT LEAVE

15.01 The Board will pay a full-time member his/her regular compensation during the time the bargaining unit member serves on jury duty. The member must forward the jury duty pay to the Treasurer in order to receive his/her regular compensation, or donate it to charity through the court.

15.02 If a member is subpoenaed or issued a summons to a court hearing as a result of a work-related incident, or within the scope of his/her employment by a district parent or community member, the member shall be granted paid leave without requiring the use of his/her personal leave.

ARTICLE 16
EXTENDED CHILDCARE LEAVE

16.01 A bargaining unit member who has been employed by the Board for at least one (1) year, shall be granted a leave of absence without pay or fringe benefits for a maximum of one (1) calendar year, to care for a newborn child or an adopted child. In the event both the parents are employed by the Board, one parent may be granted a one (1) year leave and the second parent may be granted a subsequent one (1) year leave. Members must submit a written statement signifying a return to work for the following year or a letter of resignation to the Superintendent at least ninety (90) days prior to their scheduled date of return to work. Failure to submit a written statement of return shall be deemed a resignation effective at the end of the leave of absence and the Board may post that position in accordance with the terms of this Agreement.

16.02 In the event the beginning date of the leave occurs during the given school year, the member shall have the choice of the following options:

A. A member may request a number of days, not necessarily for the remainder of a quarter, semester, or the school year; or

B. A member may request a leave for the remainder of the quarter, semester, or school year.

If the beginning date of the leave is effective at the beginning date of a school year, the leave may be for one (1) school year. Child care leave shall not exceed or extend beyond the limits of the above choices or the expiration and/or nonrenewal of a member's limited contract, whichever occurs first. The member may not return during the last four (4) weeks of the school year.

16.03 The member shall submit a written request for a child care leave not later than forty-five (45) calendar days prior to the requested beginning date of the leave. Such written request shall state the starting date, the length of the leave and the anticipated return to work date. If adoption, the member shall submit the written request immediately upon

notice of the actual date of receiving the child when this date is less than the forty-five (45) day regulation. If extenuating circumstances (miscarriages, health of baby after birth, etc.) arise, a request not to take the requested leave or to take a leave that was not planned for will be considered regardless of the advance forty-five (45) day notification regulation. The member is responsible for notifying the Superintendent in writing of the member's intention to return from leave in accordance with established procedure. The Board will have discharged its responsibility herein by offering the returning Bargaining Unit Member a position within his/her areas of certification (original or comparable position).

16.04 Extended child care leave following the birth, adoption or placement of guardianship of a child shall be available to bargaining unit members when they have exhausted accumulated sick leave days in accordance with Article 13.07The extended child care leave will begin at a time mutually agreeable with the Superintendent or his/her designee and the Bargaining Unit Member.

16.05 A member who is on an approved extended child care leave will qualify for Board payment of the group insurance programs set forth in Article 24 (Insurance) and the accumulation of sick leave days for the non-school period of the summer months of June, July, and August if such member meets all three (3) of the following conditions:

A. The member delivers to the Superintendent prior to March 31st a written statement of the member's intent to return to a teaching position in the District at the start of the next school year.

B. The member has taught full time for at least one (1) full semester in the current school year preceding said non-school period.

C. The member has kept the group insurance programs in full force and effect while on extended child care leave for any period prior to the end of the current school year preceding said non-school period.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

It is understood that the Family and Medical Leave Act (PL-103) applies to eligible Bargaining Unit Members of the bargaining unit. The anniversary date for the purposes of determining eligibility under FMLA shall be the date of the request of the leave.

ARTICLE 18
TEACHER PROTECTION AND STUDENT DISCIPLINE

18.01 The administration recognizes its responsibility to give support to the bargaining unit members with respect to the maintenance of discipline in the classroom. The Board assures the bargaining unit members that it will support the discipline procedures and policies now in effect or hereinafter adopted. It is recognized that there is a continuous need to review discipline policies. A committee of administrators, teachers, parents and students shall be established at the beginning of each school year and this committee shall make an annual report to the Board. Discipline referral forms shall be available to

members throughout the school year upon request through the school office.

18.02 A bargaining unit member, in order to be effective, must handle most of his/her discipline problems. Whenever in the judgment of the bargaining unit member, a particular pupil's behavior is sufficiently disruptive that the learning situation is seriously hindered, and the bargaining unit member has made reasonable efforts to solve the problem, the administrator shall assist the bargaining unit member with the problem. Every reasonable effort will be made to communicate with the member prior to the resolution of a major discipline problem. Should the administrator or teacher desire, a conference may be scheduled concerning the disruptive student.

18.03 Articles 18.01 and 18.02 shall not be subject to the grievance procedure but can be referred to the Labor Management Committee.

18.04 COMPLAINTS AGAINST MEMBERS

A. Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between bargaining unit member, pupil, parent, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below.

B. The person receiving the complaint should refer the complainant to the member affected who shall meet with the complainant to attempt to resolve the complaint. If the complainant refuses to meet with the member the complainant shall be referred to the building principal who will attempt to resolve the complaint by meeting with the member and the parent separately if necessary. If a conference takes place between the complaining party and the member but such conference does not lead to understanding and resolution of concerns involved, a parent may pursue further action by submitting a complaint in writing to the principal of the school.

C. The principal will give a copy of the written complaint to the bargaining unit member.

D. If a parent refuses to put a complaint in writing then the matter will be considered closed unless the administration believes the matter should be investigated further.

E. Should the parent bypass either of the above steps the principal will redirect the parent to begin with the appropriate step.

F. Upon receipt of the written complaint the principal will investigate the allegations and determine what action, if any, should be taken based upon the allegations in the complaint. Unsubstantiated complaints shall not be placed in the member personnel file and may be maintained in the principal's anecdotal file maintained in accordance with Ohio Revised Code Chapter 1347.

G. Further action concerning the complaint will be limited to the following procedures:

1. If requested by the complainant or the bargaining unit member, a meeting

involving the bargaining unit member, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.

2. If the complaint is unresolved it may be appealed to the appropriate supervisor or the Superintendent/designee.

3. a. If it is not resolved at that level it may be appealed to the Superintendent and the member may be accompanied by a bargaining unit representative of his/her choosing.

   b. Conferences regarding such complaints will be private.

18.05 MISCELLANEOUS

A. For the protection of both pupils and bargaining unit members, there will be an administrator present during the normal school day when the school building is open. In the absence of administrative staff from the building, another bargaining unit member will be designated to act as the Principal's representative.

B. A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being formally reprimanded, warned, or disciplined for any major infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

C. No bargaining unit member will be disciplined, reprimanded, or reduced in rank in an arbitrary or capricious manner by the Board or any of its agents. Formal discipline, reprimand, or reduction in rank, including irregular applications of the evaluation procedure, will be subject to the grievance procedure as set forth in this Agreement. All information forming the basis for any disciplinary action against any bargaining unit member will be made available to the bargaining unit member and the Association.

ARTICLE 19
ASSAULT LEAVE

19.01 The Board shall grant a member up to a maximum of ten (10) paid days annually, on a non-cumulative basis, for absence necessarily lost due to physical disability resulting from a physical assault on the member which occurs in the course of and arising out of said member's employment by the Board. The Board shall have the sole authority to determine whether the physical disability resulted from a physical assault in the course of and arising out of the member's employment by the Board. A teacher who has been subject to abusive verbal conduct by a student or parent shall inform the building administration as to whether he/she wants to leave school for the remainder of the work day. "Abusive verbal conduct" means verbal communication that is threatening, intimidating, or profane, and that exceeds the bounds of ordinary disagreement or criticism. Such leave shall not be charged to the teacher as sick leave or personal leave.

19.02 Any assault leave granted by the Board under this Article shall not be charged against

sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

ARTICLE 20
SABBATICAL LEAVE

20.01 A member who has completed five (5) years of service as a teacher in the Milford School system, may, upon the recommendation of the Superintendent and approval of the Board, be granted a leave of absence without pay or at the option of the Board with part-pay as provided in 3319.131 Ohio Revised Code for one (1) or two (2) semesters subject to the following restrictions:

A. A member requesting sabbatical leave must make written application to the Superintendent of Schools and the Board no later than March 31 for the school year prior to the effective date of the leave of absence.

B. The member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed and college credit received where applicable.

C. The Board may not grant leaves to more than five percent (5%) of the professional staff at any one (1) time nor grant a leave longer than one (1) school year nor grant a leave to a member more often than once for each five (5) years of service nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave.

D. The member may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the member has completed twenty-five (25) years of teaching in this state.

E. A member on sabbatical leave shall not be given credit on the salary schedule for the period of the leave.

F. The Board shall continue to carry on payroll records, members who are on leave pursuant to this provision for the purpose of group term life, hospitalization, or major medical insurance, and dental insurance.

20.02 The member on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance premiums through the leave term. Payment to the Treasurer shall be made thirty (30) days in advance of the premium due date.

ARTICLE 21
MILITARY LEAVE

Military leave shall be granted in accordance with Section 3319.085 of the Ohio Revised Code. National Guard Duty and Reserve leave shall be granted in accordance with Section 5903.08, 5923.05 and 124.29 of the Ohio Revised Code.

ARTICLE 22
SALARY AND PAY PERIODS

22.01 A. The teacher salary schedule for the 2026-2027, 2027-2028, 2028-2029 school years are attached as Exhibits A-1, A-2 and A-3 Effective July 1, 2018, school psychologists shall be appropriately placed on the teacher salary schedules. School psychologists shall work an additional fifteen (15) flex days per year, to be aid at their per diem rate. The supplemental salary schedules for the 2026-2027, 2027-2028, 2028-2029 school years are attached as Exhibit B-1 and B-2.

B. The base salary for the 2026-2027 school year shall be increased by two and one-half percent (2.5%) indexed throughout the salary schedule.

C. The base salary for the 2027-2028 school year shall be increased by three percent (3.0%) indexed throughout the salary schedule.

D. The base salary for the 2028-2029 school year shall be increased by three and one-half percent (3.5%) indexed throughout the salary schedule.

E. The supplemental salary schedule shall not be increased during the 2026-2027 and 2027-2028 school years. The supplemental salary schedule shall be increased by three and one-half percent (3.5%) for the 2028-2029 school year. Summer school work will be paid at $40.00 per hour.

F. Bargaining Unit Members impacted by the Step Freeze of the 2013-2014 school year, shall be credited with one (1) additional recovered step for placement on the salary schedule for the 2026-2027 school year.

22.02 A. Additional compensation beyond the salary schedules will be paid to each bargaining unit member who is requested by the Board to perform and does perform special services which require the assumption of extraordinary responsibilities, as determined by the Superintendent, beyond those covered by the salary schedules. Each such member, as designated by the Superintendent and approved by the Board, shall enter into a supplemental contract setting forth the supplemental compensation and the extraordinary responsibilities involved. The creation and/or elimination of each such supplemental contract shall be at the sole discretion of the Superintendent. The amount of the supplemental compensation for such currently existing extraordinary responsibilities are set forth on Exhibit C attached hereto.

B. The Association will appoint one (1) member to serve on the Milford Schools Athletic and Activities Advisory Committee formed by Board policy. The Association appointed member will have full voting rights.

C. The Athletic and Activities Advisory Committee will establish a subcommittee to review and evaluate extracurricular/supplemental contracts. The Association representative shall be a voting member of the Extracurricular/Supplemental Contract Review Committee.

D. SUPPLEMENTAL CONTRACT REVIEW COMMITTEE

1. A committee shall be created to review supplemental contracts. Membership on the review committee shall include three (3) representatives from the MEA and three (3) administrative representatives. The committee shall be co-chaired by the Superintendent or designee and a MEA member selected by the MEA Executive Committee. There shall be both elementary and secondary representation on the committee, as well as both athletic and non-athletic representation. The committee shall meet by the last week of each quarter to review supplemental contracts for revision or re-evaluation. If no applications have been submitted, no meeting needs to be held.

2. All applications and decisions regarding the application shall be submitted to the MEA Executive Committee prior to action.

    a. If there is a change in job description by the administration in any calendar year, the person who holds the position may submit an application for review. Such request must occur within thirty (30) days after the effective date of the change.

    b. The review and re-evaluation process must consider the position in relation to like positions as well as in relation to all positions on the schedule.

    c. All requests are to be filed by completing and submitting the Extracurricular Re-evaluation Request form (Exhibit E) prior to the established deadline.

    d. The Supplemental Review Committee will evaluate the request and forward recommendations to the Superintendent for review. Copies shall be provided to the Association President(s).

    e. Prior to any changes being initiated by the Association the proposed changes will be shared with the MEA Executive Committee.

    f. The Superintendent will forward recommendations to the Board for their decision in accordance with Board established procedures.

E. <u>SUPPLEMENTAL SALARY</u>

All supplemental pay will be paid in four (4) pays over the course of the season or over the course of the supplemental contract year.

22.03 The Board will provide a stipend when the Superintendent/designee requires a full-time bargaining unit member to cover the assignment of an absent bargaining unit member during his/her planning period or by combining classes. This stipend shall be paid at the rate of thirty ($30.00) per instructional period of regular length. Bargaining unit members covering "Block Periods" shall be paid for two instructional periods at the rate of sixty ($60.00), with a maximum of one hundred fifty dollars ($150.00) per day, which shall be proportionately divided when multiple bargaining unit members cover for an absent member.

Provided no other bargaining unit members are available to provide coverage, bargaining unit members who cover a classified position outside their bargaining unit (in MCEA bargaining unit positions), with principal approval, shall be paid per bell in accordance with the first paragraph of this Article.

22.04 Each member shall receive his/her annual salary in twenty-four (24) equal payments to be made on or before the 15th and the last day of each month. The first payroll date of each new school year shall be August 31st. All paychecks shall be directly deposited to the financial institution of the Bargaining Unit Member's choice.

ARTICLE 23
PAYROLL DEDUCTIONS

23.01 Upon written request submitted to the Treasurer by the end of the open enrollment period, the Treasurer shall make optional payroll deductions for the following:

A. Up to three (3) cancer insurance carriers for the bargaining unit as a whole;

B. One (1) disability insurance carrier for the bargaining unit as a whole;

C. One (1) life insurance company for the bargaining unit as a whole.

23.02 Persons who do not submit a written request as provided herein will automatically have the same optional deductions from their pay as they received during the preceding school year.

23.03 Upon written request submitted to the Treasurer, the Treasurer shall make optional payroll deductions for up to twenty (20) annuity companies for the bargaining unit as a whole, with the right of the Association to change the identity of the annuity companies for which deductions are to be made prior to the start of the school year as long as the total number does not exceed twenty (20).

ARTICLE 24
INSURANCE PROGRAMS

24.01 A. There shall be created the Milford Insurance Committee which will be comprised as follows: at least three (3) members from the Milford Education Association, an equal number of members from the Milford Classified Employees Association, and an equal number of members appointed by the Superintendent. The Committee shall meet with the insurance consultants engaged by the Board to review all aspects of the health insurance provided or to be provided by the Board, in accordance with this Article, including but not limited to, insurance carrier, plan options, platform options and costs of premiums. The Committee shall make a recommendation to the Association and Board negotiating teams for a health insurance plan to be provided for bargaining unit members for each school year. The recommendation shall take into account current plan contents, deductible levels, co-pays, etc.

B. Each Plan Year, the Board shall pay eighty percent (80%) of the monthly cost of

the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams has increased by more than twelve percent (12%), then the aforementioned percentage would be applied to the monthly premium cost up to the twelve percent (12%) increase and the cost in excess of the twelve percent (12%) shall be split equally between the Board and the individual Bargaining Unit Member; e.g., if a family plan costs $1,000/month, and the monthly cost of the plan increases by fifteen percent (15%) (which equates to $150), then the Board would pay eighty percent (80%) of the sum of the original premium, eighty percent (80%) of the first twelve percent (12%) of the increase and one-half of the amount of the increase over twelve percent (12%) ($800 plus $96 plus $15). In the event there is an overage during the plan year, the premium split will be reset to 80/20 for the following plan year.

For the life of the contract, for all Bargaining Unit Members electing to participate through a single plan under the high deductible health plan, the Board shall contribute $106 per month into the Bargaining Unit Member's health savings account. For all Bargaining Unit Members electing to participate through a family plan under the high deductible health plan, the Board shall contribute $300 per month into the Bargaining Unit Member's health savings account. Notwithstanding the above, these contribution amounts may be reduced if a health insurance provider refuses to provide a quote to the Board for a high deductible health plan due to the level of the contribution, or if the rates for the total insurance plan could be reduced by decreasing the contribution.

The Board shall pay an amount equal to one hundred percent (100%) of the premium of the plan selected if both the husband and wife are employed by the Board and elect to take a family plan. Bargaining Unit Members who are married to an Bargaining Unit Member who works part-time but the couple receives one hundred percent (100%) Board paid insurance will continue to do so. Those Bargaining Unit Members are grandfathered.

24.02 The Board will provide the current dental plan or equivalent for the life of the contract and pay ninety percent (90%) of the premium.

24.03 The Board will provide for each full-time member group term life insurance in the amount of fifty thousand dollars ($50,000) effective the first day following the date of hire with the cost of such coverage being paid by the Board. Each part-time member who works less than half time shall receive five thousand dollars ($5,000) Board paid life insurance.

24.04 For an eligible member to start receiving the coverages set forth in Article 24.01, 24.02 and 24.03 above, the member must first complete the necessary application form(s) and provide all the information required by the Board and/or the insurance company.

24.05 The Board's payment of a monthly premium, to the extent stated in Article 24.01, 24.02 or 24.03 above, shall be for each month that said member is under contract to the Board and is actively performing his/her duties under such contract and/or is on paid sick leave or assault leave.

24.06 The Board may change the insurance carrier(s) for the insurance programs described in Article 24.01, 24.02 and 24.03 above, or any one of the them, to another carrier or to

a self-insured basis provided that the benefit level and coverage of any such program shall remain essentially the same after the change in carrier as it was before the change in carrier. To the extent possible, the Board shall notify the Association of any such change thirty (30) days in advance of the effective date of the change in carrier.

24.07 A flexible spending account (Article 125B Plan) shall be offered to all bargaining unit members on the PPO plan offered by the Board.

24.08 A. A bargaining unit member employed by the Board on a full-time basis who is eligible for and elects not to receive any medical/hospitalization benefits offered by the Board, or is enrolled in a single medical/hospitalization plan and elects to entirely opt out of receiving any medical/hospitalization benefits offered by the Board, shall receive an annual payment of four thousand dollars ($4,000.00) to be paid equally over each payroll check in the plan year. A bargaining unit member employed by the Board on a full-time basis who is eligible for and elects to receive family medical/hospitalization benefits and elects to entirely opt out of receiving any medical/hospitalization benefits offered by the Board shall receive an annual payment of twelve thousand dollars ($12,000.00) to be paid equally over each payroll check in the plan year. Payments required hereunder are subject to all applicable withholdings and taxes.

A bargaining unit member who wishes to receive these payments for the next plan year must notify the District Treasurer during the open enrollment period. A bargaining unit member who has opted not to participate in the medical/hospitalization insurance program offered by the Board shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any payments required hereunder.

B. If a husband and wife are both employed by the District they shall not be eligible for this insurance opt-out provision.

24.09 The parties agree that any insurance plan offered in accordance with this Article shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code, Chapter 3306-02.

24.10 <u>INSURANCE FOR PART TIME BARGAINING UNIT MEMBER</u>

Any Bargaining Unit Member working part time as of July 1, 2010 will not be affected by this provision. In order to be eligible for health insurance a bargaining unit member must be working at least four (4) hours per day. For those working more than four (4) hours but less than the contractual maximum, the Board will pay the percentage of insurance equal to the amount of time the part time Bargaining Unit Member is hired for (i.e. 4/7ths teacher will have the Board paying fifty-seven percent (57%) of the full time Board paid amount) and the Bargaining Unit Member will be responsible for the rest. Part time Bargaining Unit Members who are currently receiving full time benefits or who are eligible to receive full time benefits but have chosen not to enroll are grandfathered so that this provision doesn't affect their benefit contribution by the Board.

ARTICLE 25
TUITION REIMBURSEMENT

25.01 A member will be reimbursed annually on a pro-rata basis for course work completed for credit. A fund of an annual appropriation of eighty thousand dollars ($80,000) will be established to reimburse members. The reimbursement shall be for tuition only. The course work shall have been completed prior to September 1st for the member to receive reimbursement for the work done in the academic year (September-August). A maximum of six (6) semester hours or nine (9) quarter hours per year will be eligible for reimbursement.

25.02 All course work claimed for reimbursement shall:

A. Be scheduled at a time that shall not interfere with the normal duties of the member;

B. Have been requested on the proper form in advance of enrollment.

C. Be directly related to staff skills and knowledge reasonably required by the member to achieve the goals and objectives of the Board;

D. Be taken at an accredited institution whose coursework is accepted by the State Board of Education for the purpose of applications reviewed directly by the State Board of Education for licensure renewal;

E. Have been satisfactorily completed by the member.

25.03 In order to be eligible for reimbursement the member must be employed by the Board on the date that the reimbursement is made. This provision does not apply to bargaining unit members who are reduced as a part of a reduction in the work force.

ARTICLE 26
STRS PICK-UP

The amounts set forth on the negotiated Salary Schedules and the amounts calculated by use of the figures shown on the Supplemental Compensation for Extraordinary Responsibilities and the amounts paid pursuant to Article 21.03 (Salary and Pay Periods) of this Agreement are all subject to a member contribution required by the State Teachers Retirement System. The Board agrees to "pick-up" the member required STRS contribution pursuant to Section 414(h)(2) of the Internal Revenue Code and pay such contribution to the STRS in lieu of the member paying such contribution. A member shall not be entitled to receive directly such "pick-up" payment by the Board. The payments otherwise due a member shall be considered reduced by the amount of such Board "pick-up" even though the amount used for determining the member's contribution to the STRS shall be the gross amount(s) established by the provisions of the negotiated Salary Schedules before said "pick-up". Any individual contract or supplemental contract between a member and the Board required by the Ohio Revised Code shall reflect the reduction of the member's compensation as a result of the application of this mandatory "pick-up" provision. The Association and each member shall hold the Board harmless and shall indemnify the Board from any liability and/or expense which it might incur, should the Internal Revenue Service ever determine that this Board "pick-up" of the member's STRS contribution is not excludable from the member's gross income for federal income

tax purposes.

ARTICLE 27
DEFERRED PAYROLL DEDUCTION PLAN

The Board shall establish under STRS guidelines a tax deferred payroll deduction plan to purchase certain types of eligible retirement credit (e.g., out-of-state teaching, military service, maternity leave).

ARTICLE 28
RETIREMENT SEVERANCE PAY

28.01 A bargaining unit member who meets the following conditions as of his/her final date of employment by the Board shall be eligible for a one-time, lump sum payment for unused, but accumulated sick leave, and such payment shall eliminate all such accumulated sick leave credit:

A. The member retires from teaching in the District, and

B. The member is eligible for and actually commences to receive a disability or service retirement benefit under any state or municipal retirement system in the State of Ohio.

C. Any such member must also certify in writing that he/she has met all of the eligibility requirements set forth above and must sign for his/her severance check.

28.02 The retirement severance pay benefit for an eligible member shall be calculated as follows:

A. The number of days to be considered will be one-fourth (¼) of the member's unused but accumulated sick leave credits as of the final date of employment by the Board to a maximum of seventy (70) days.

B. The rate of pay for each such day will be the member's annual base rate of pay (i.e. from the salary schedule) as of the final date of employment by the Board, divided by the number of workdays in the school calendar.

C. The severance pay shall be the product of multiplying the number of days ascertained in (A) above times the daily rate ascertained in (B) above.

D. No retirement contributions to the STRS will be deducted from such severance pay, but all other applicable payroll taxes shall be deducted.

28.03 Payment pursuant to this provision shall be made within forty-five (45) days of the Board Treasurer's receipt of confirmation from STRS that the member is retired and receiving STRS benefits.

ARTICLE 29
SUPERSEVERANCE PAY

29.01 In the event a member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave to a maximum of 115 days. "First Eligible" is defined as when the member is first entitled to receive either the reduced actuarial benefit or the full actuarial benefit. Payment of such severance shall be at the member's daily rate of pay at the time of retirement excluding supplemental contracts. Any member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay as provided in Article 28 of this Agreement.

29.02 Payment pursuant to this provision shall be made in one (1) installment with said payment to be made within forty-five (45) days of the Board Treasurer's receipt of confirmation from STRS that the Bargaining Unit Member is retired and receiving STRS benefits.

29.03 In order to be eligible to receive superseverance pursuant to this provision, the member must tender his/her resignation to the Board for retirement purposes effective at the end of the school year no later than April 1 of the year in which he/she first becomes eligible to retire.

ARTICLE 30
PAYMENT AND DEFERRAL OF SEVERANCE AND SUPERSEVERANCE PAY, AND POST RETIREMENT TAX SHELTERS

30.01 PAYMENT AND DEFERRAL OF SEVERANCE AND SUPERSEVERANCE PAY

The Board will pay severance pay and/or superseverance pay in accordance with Article 28 and 29 of the Collective Bargaining Agreement and the terms and conditions of this Article.

30.02 Notwithstanding anything in the Agreement or Board policy to the contrary, the Board shall adopt the VOYA or Equitable Tax Deferred 403(b) Annuity Product(s) with terms that are not inconsistent with the requirements of this Collective Bargaining Agreement.

30.03 The terms of the 403(b) Product(s) shall include the following:

A. Participation in the VOYA or Equitable 403(b) Product(s) for the payment of severance or superseverance hereunder shall be mandatory for any bargaining unit member who retires through the State Teachers Retirement System (STRS) on or after May 1, 2015, and who is entitled to severance pay under Article 28 Retirement Severance Pay and/or Article 29 Superseverance Pay (if applicable), who is or will be age 55 years or older in the calendar year in which the bargaining unit member retires ("Eligible Members") and whose total payment amount is at least five thousand dollars ($5,000.00). If a bargaining unit member's total payment is less than five thousand dollars ($5,000.00), such amount shall be paid through payroll subject to all applicable taxes and withholdings.

B. Severance or superseverance pay under this Collective Bargaining Agreement shall be paid by the Board in lieu of any right to severance payments as set forth in Ohio Revised Code §124.39 or other law. Eligible Members waive their right to statutory severance pay. If an Eligible Member is a participant in the VOYA or Equitable 403(b) Product(s) as required herein, an employer non-elective contribution shall be made on his/her behalf under the VOYA or Equitable 403(b) Product(s) in an amount equal to the total amount of the Eligible Member's severance pay in accordance with Article 28 and any superseverance in accordance with Article 29 of the Agreement.

C. The required contribution to the VOYA or Equitable 403(b) Product(s) shall be made within the timeframe described in Article 28 regarding the payment of severance pay and shall be made within the timeframe described in Article 29 regarding the payment of superseverance; provided, however, that if the amount payable to the VOYA or Equitable 403(b) Product(s) in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the VOYA or Equitable 403(b) Product(s) after the first payroll date in January of succeeding calendar years, up to the maximum amount that is permitted under the applicable federal income tax law for those succeeding calendar years, which succeeding calendar year contributions may continue for up to the maximum number of years permitted under federal income tax law.

D. An Eligible Member who is a participant in the VOYA or Equitable 403(b) Product(s) shall complete a VOYA or Equitable 403(b) Product(s) sponsor enrollment package prior to retirement. No severance or superseverance shall be paid unless and until an Eligible Member has a 403(b) account into which the payment can be made. There shall be no discretion to choose between a cash payment and an employer non-elective contribution into the VOYA or Equitable 403(b) Product(s).

E. If an Eligible Member is entitled to have a contribution paid to the VOYA or Equitable 403(b) Product(s) and dies prior to such contribution being paid to the VOYA or Equitable 403(b) Product(s), the contribution shall be paid to a Beneficiary of the Eligible Member. In the event no beneficiary was designated, the severance shall be paid to the deceased's estate. However, such payments are subject to the extent of the limits based on includible compensation calculated through the month of death in accordance with final 403(b) regulations.

F. The Plan year of the VOYA or Equitable 403(b) Product(s) shall be the calendar year.

G. After adoption of the VOYA or Equitable 403(b) Product(s), any administrative fees shall be borne by the VOYA or Equitable 403(b) Product(s) Participants.

30.04 Any bargaining unit member who is entitled to severance pay and/or superseverance who is not an Eligible Member because they retired before the age of 55 shall receive severance and/or superseverance pay that is paid directly to the Bargaining Unit Member according to Articles 28 and 29 of the Collective Bargaining Agreement.

30.05 All contributions to the VOYA or Equitable 403(b) Product(s), all deferrals to a TSA, and all check payments to Eligible Members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the MEA guarantees any tax results associated with the VOYA or Equitable 403(b) Product(s), deferrals to a TSA or check payments made to a bargaining unit member.

30.06 In the event a bargaining unit member is ineligible to participate in the 403(b) Product(s) and dies, any severance pay due shall be paid to the Bargaining Unit Member's estate.

ARTICLE 31
FAIR SHARE FEE

In the event it becomes lawful for the Board and the Association to agree in the collective bargaining agreement to require new Bargaining Unit Members who do not become members in a good standing of the Association and all members of the Association who terminate their membership in the Association to pay to the Association what is commonly known as a fair share fee will be required to pay such fee in accordance with the terms and conditions negotiated by the parties.

ARTICLE 32
DISTRICT CURRICULUM AND INSTRUCTIONAL COUNCIL

32.01 CURRICULUM REVISION COMMITTEE

A. According to timelines established by the Elementary and Secondary Leadership Teams, the Curriculum Revision Committee shall be formed to align and revise specified curricula for the sole purpose of making a recommendation to the Board regarding the curricula change. The committee shall be comprised of the Directors of Elementary/Secondary of Curriculum and Instruction, the Department Chairs or Grade Level Chairs for the affected curricula, at least one person from each grade level with each building represented. Additional representatives will be selected from each MS/HS to represent specialized classes in the affected curricular area. All teacher representatives will be selected by the building principal in consultation with the MEA building rep. The Directors of Curriculum shall be the chairs of the committee, and members of the committee shall select one of the other members to serve as a co-chair as well.

B. If the Curriculum Revision Committee meets during the regular work day, teachers serving on the committee shall be given release time to attend the meetings. If the meetings are held outside the regular work day or if additional independent work is required of any teacher on the committee, the teachers will be paid twenty-three dollars ($23.00) per hour. The teachers shall submit a time sheet to the Treasurer denoting the time spent in the committee meeting.

C. Whether the committee is formed and meets shall be subject to the grievance procedure, however, none of the remaining terms of this provision shall be subject to the terms of the grievance procedure.

ARTICLE 33
ELEMENTARY AND SECONDARY LEADERSHIP TEAMS

33.01 The committee will make recommendations to curriculum changes, interventions, District assessments, professional development, and systematic approaches to curriculum and instruction. The following guidelines will be used when doing so:

A. Determine best practice or pedagogy for instruction;

B. Recommend professional development for instruction connecting to District, building and individual professional development plans;

C. Insure horizontal and vertical articulation with state and national standards where appropriate for each subject area;

D. Determine cross-curricular integration opportunities;

E. Establish practices to integrate technology, differentiation of instruction, and in class intervention strategies into daily classroom instruction;

F. Establish timelines for curriculum review.

33.02 ELEMENTARY

At a minimum the committee will be comprised of one primary and one intermediate teacher from each elementary building (one would be grade level chair), two psychologists from the District, two special education teachers from the District, one title/skills teacher from the District, both Curriculum Directors, all elementary principals. Other members would be mutually agreed upon by the District and Association. Teachers would be chosen from each building mutually by the principal and MEA representative from each building. If the grade level chair is not a primary or intermediate teacher, the Association and principal will choose who the grade level chair will represent (primary or intermediate).

33.03 SECONDARY

A. At a minimum the committee will be comprised of all department chairs, one representative from each department that does not have a department chair, both Curriculum Directors, one administrative representative from the Middle School and one from the High School, one school psychologist. Other members would be mutually agreed upon by the district and Association. Teachers from departments that do not have a department head would be chosen mutually by the principal and Association representative from that building.

B. If the leadership teams meet during the regular work day, teachers serving on the committee shall be given release time to attend the meetings. If the meetings are held outside the regular work day, the teachers will be paid twenty-three dollars ($23.00) per hour. The teachers shall submit a time sheet to the Treasurer denoting the time spent in the committee meeting.

ARTICLE 34
OTHER PROVISIONS

34.01 Prior to May 15th of the current year, a member's tentative assignment for the next school year will be furnished said member by the Superintendent or his/her designee and will be supplemented with any change as circumstances may necessitate.

34.02 CALENDAR INITIAL ADOPTION PROCESS

A. The district calendar will be adopted by the Board in advance of the calendar year.

B. The Board will be charged with the development and design of the calendar.

C. Two or more proposed calendars will be presented to the Association Executive Committee. The Association will provide feedback to the Superintendent within thirty (30) days of receipt of calendars.

34.03 OPEN ENROLLMENT AND/OR TUITION FREE ATTENDANCE

A. Natural children or adopted children of full-time bargaining unit members shall be permitted to attend Milford Schools tuition-free (with the exception of preschool and full-day kindergarten) via the District's open enrollment policy. Members' children shall enroll through that process and be given priority enrollment; however, the District cannot guarantee that students will be placed in their building of choice.

34.04 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. Scope, Number, Purposes of Committees

1. The Board and the Association agree to create a Local Professional Development Committee (LPDC); and this committee being the entity required by Senate Bill 230.

2. The LPDC shall oversee, review, and approve professional development plans for course work, professional development units (PDU's) and/or other equivalent activities for renewal of certificates or licenses as included by statute; and the LPDC shall establish and/or approve the criteria for the above programs.
3. In the event Senate Bill 230 is legislatively modified, the parties shall comply with any required legislative modification. In the event of permissive legislative modification, the parties shall meet to bargain any amendments. Failure of the parties to reach agreement on permissive modifications shall result in retention of the current LPDC model.

4. The LPDC shall not have any authority to revise, change, delete, or modify any article or Article of this negotiated agreement.

B. Committee Composition and Selection

1. The LPDC shall be comprised of up to fifteen (15) teachers as follows:

a. At least three (3) with a maximum of nine (9) classroom teachers representing as many buildings in the district as possible.

b. At least one (1) with a maximum of six (6) administrators with the teacher to administrator ratio always remaining the majority of teachers. (For example, if the number of teacher members is reduced, the number of administrator members will be reduced to keep a majority of teacher members.) The number of administrators may not exceed the number of classroom teacher members (per Senate Bill 230) except when an administrator's certificate or license is being renewed. At the request of one of the administrative members, an adjunct committee of two (2) teacher members of the LPDC and three (3) administrators will oversee, review, and approve an administrator's license or certificate.

2. All teacher committee members shall be members of the Association and shall have at least three (3) years teaching experience in the Milford Schools.

3. The teacher members shall be selected by taking volunteers of qualified persons. By February 1st of each year, teachers will be notified about the self-nomination process. If more than the necessary number of members volunteer, then all the volunteers will meet to discuss and select which of them will serve for that term. If no consensus can be reached by the volunteers, the MEA Executive Committee will select the new members(s). The administrators and the other appointees shall be appointed by the Superintendent.

4. Each committee chairperson shall be determined by a majority vote of the committee members.

C. Terms of Office and Vacancies

1. Teacher members shall serve for a term of four (4) years, with no more than one (1) rotating off each year, unless there are more than five (5) teacher members. No more than three (3) teachers shall rotate off any given year. Teacher members may serve consecutive terms.

2. All regular terms shall begin and end in August of the corresponding year.

3. In the event of a vacancy, the committee members shall be filled by the original selection process, and if the vacant term has less than one (1) year remaining, the replacement will automatically serve the next four (4) year term.

D. Training and Compensation

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. This training for committee members shall be considered as a part of the district's professional funds.

2. Teacher members of a LPDC shall be paid in accordance with rates stated on the supplemental salary schedule.

E. Appeals Process

The appeals process is initiated by an educator whose professional development plan is not approved by the district LPDC or who has not received approval of the LPDC on any other issue. For the purposes of definition "plan" includes all of its components: educator goals, activities, and approval of local professional development units and university coursework.

1. If the district LPDC does not approve an educator's professional development plan, the educator has the opportunity to appeal his/her plan to the committee. This request must be made in writing by the educator to the chairperson of the district LPDC within twenty (20) contract days of the denial. During this reconsideration time the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. The written appeal will be reviewed at the next regularly scheduled meeting of the LPDC.

    a. An appeal may be presented in person at the next regularly scheduled LPDC meeting.

    b. Written notification of the appeal decision shall be provided to the applicant within five (5) contract days or thirty (30) calendar days of the meeting, whichever comes first.

2. If the appeal is denied, the applicant may request a terminal opinion. A binding decision rendered by a three-person mediation team chosen as follows: One (1) person chosen by the applicant, one (1) person chosen by the Superintendent of Schools, and one (1) person appointed by the Association President(s). Members of the mediation team must hold a current certificate or license. This request should be made by the educator in writing to the chairperson of the district LPDC within ten (10) days following the reconsideration and receipt of the educator's professional development plan or other issue and its supporting materials exactly as they existed at the conclusion of the reconsideration stage.

3. This review panel shall meet together one time within ninety (90) calendar days of receiving third party review request to conduct a review of the materials and facts and:

    a. Hear from the educator why his/her professional development plan or other issue should be approved;

    b. Hear from the district LPDC or a representative why the committee did not approve the plan or other issue;

    c. Deliberate and issue a written decision jointly to the educator and the district LPDC within five (5) days.

The decision by the appeals panel is the final step in the process. It remains the prerogative of the educator to submit, revise, or correct a professional development plan that has not been approved by the district LPDC at any time before, during, or after the appeals process in order to gain committee approval.

ARTICLE 35
RETIRED BARGANING UNIT MEMBERS RE-EMPLOYED BY THE BOARD IN BARGAINING UNIT POSITIONS

35.01 Any individual who is retired and receiving retirement benefits through STRS, SERS, or PERS and who is re-employed by the Board in a bargaining unit position shall receive a limited contract and at no time be eligible for nor be granted a continuing contract. In the event of a reduction in force, these individuals shall be considered to be the least senior Bargaining Unit Members and shall be laid off first.

A. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Milford Exempted Village School District. There shall be no expectation that any teacher will be offered employment. The district reserves the right to interview teachers who desire to be considered for reemployment after retirement and further reserves its right to offer or not to offer such employment selectively based on the needs of the district. No reasons will be given for declining to offer such employment to anyone.

B. The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years) of experience and a minimum of five (5) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

C. Bargaining unit members employed pursuant to this Article shall be eligible for health insurance benefits provided under this Agreement unless STRS changes its regulation(s) regarding eligibility for health insurance through STRS and offers health insurance to rehired retired teachers. The regulation in question is Ohio Administrative Code section 3307-11-02, as amended effective January 1, 2009. Should that occur the bargaining unit member hired pursuant to this Article shall be required to secure health insurance benefits through STRS.

D. Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. However, if rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.

E. Each one year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to Section 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relations shall end upon the expiration of the contract in the same manner as a supplemental contract. The district reserves the right to interview any teacher who wishes to continue his/her employment after

expiration of each one-year contract.

F. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

G. In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority over any other teacher, although the re-employed teacher will be a member of the bargaining unit.

H. Re-employed persons are eligible for sick leave accumulation, starting with zero balance.

This provision shall supersede and replace Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

35.02 All of the terms and conditions of employment set forth in the preceding number paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

ARTICLE 36
RETIREMENT STIPEND

Any member notifying the Board by December 1 of their intent to retire at the end of that school year shall receive a stipend in the amount of $500.00.

ARTICLE 37
GENERAL PROV7ISIONS

Should any Article of this Agreement be determined to be invalid and/or in violation of any law by a properly constituted governmental agency or court, then only such Article that has been so deemed invalid and/or in violation shall be considered invalid and the remainder of this Agreement shall continue in full force and effect. Upon written request by one party to the other, the Association and the Board through their respective representatives shall meet promptly thereafter to discuss a substitute provision for any Article that has been so deemed invalid and/or in violation of the law.

ARTICLE 38
DURATION

This Agreement shall be effective with its ratification and shall remain in effect to and including June 30, 2029.

Signed and agreed to the _____ of _____, 2026.

MILFORD EDUCATION ASSOCIATION:

By_____
President
MEA

By_____
Co-Chairperson
MEA NEGOTIATIONS COMMITTEE

By_____
Co-Chairperson
MEA NEGOTIATIONS COMMITTEE

MILFORD BOARD OF EDUCATION:

By_____
President
MILFORD BOARD OF EDUCATION

By_____
Treasurer
MILFORD BOARD OF EDUCATION

Milford EVSD Teachers' Salary Schedule

Effective 7/1/2026

Base 47,578

Years of Experience	Bachelor's Degree		Bachelor's Degree Plus 15 Sem. Hrs.		Master's Degree		Master's Degree Plus 15 Sem. Hrs.		Master's Degree Plus 30 Sem. Hrs.		Master's Degree Plus 50 Sem. Hrs.	
0	1.0000	47,578	1.0370	49,338	1.0770	51,242	1.1120	52,907	1.1490	54,667	1.1860	56,428
1	1.0470	49,814	1.0895	51,836	1.1390	54,191	1.1770	55,999	1.2180	57,950	1.2592	59,910
2	1.0940	52,050	1.1420	54,334	1.2010	57,141	1.2420	59,092	1.2870	61,233	1.3320	63,374
3	1.1410	54,286	1.1945	56,832	1.2630	60,091	1.3070	62,184	1.3560	64,516	1.4050	66,847
4	1.1880	56,523	1.2470	59,330	1.3250	63,041	1.3720	65,277	1.4250	67,799	1.4780	70,320
5	1.2350	58,759	1.2995	61,828	1.3870	65,991	1.4370	68,370	1.4940	71,082	1.5510	73,793
6	1.2820	60,995	1.3520	64,325	1.4490	68,941	1.5020	71,462	1.5630	74,364	1.6240	77,267
7	1.3290	63,231	1.4045	66,823	1.5110	71,890	1.5670	74,555	1.6320	77,647	1.6970	80,740
8	1.3760	65,467	1.4570	69,321	1.5730	74,840	1.6320	77,647	1.7010	80,930	1.7700	84,213
9	1.4230	67,703	1.5095	71,819	1.6350	77,790	1.6970	80,740	1.7700	84,213	1.8430	87,686
10	1.4700	69,940	1.5620	74,317	1.6970	80,740	1.7620	83,832	1.8390	87,496	1.9160	91,159
11	1.5170	72,176	1.6145	76,815	1.7590	83,690	1.8270	86,925	1.9080	90,779	1.9890	94,633
12	1.5640	74,412	1.6670	79,313	1.8210	86,640	1.8920	90,018	1.9770	94,062	2.0620	98,106
13	1.6110	76,648	1.7195	81,810	1.8830	89,589	1.9570	93,110	2.0460	97,345	2.1350	101,579
14	1.6110	76,648	1.7195	81,810	1.8830	89,589	1.9570	93,110	2.0460	97,345	2.1350	101,579
15	1.6392	77,990	1.7510	83,309	1.9202	91,359	1.9960	94,966	2.0870	99,295	2.1780	103,625
16	1.6392	77,990	1.7510	83,309	1.9202	91,359	1.9960	94,966	2.0870	99,295	2.1780	103,625
17	1.6580	78,884	1.7720	84,308	1.9450	92,539	2.0220	96,203	2.1150	100,627	2.2080	105,052
18	1.6580	78,884	1.7720	84,308	1.9450	92,539	2.0220	96,203	2.1150	100,627	2.2080	105,052
19	1.6580	78,884	1.7720	84,308	1.9450	92,539	2.0220	96,203	2.1150	100,627	2.2080	105,052
20	1.6580	78,884	1.7720	84,308	1.9450	92,539	2.0220	96,203	2.1150	100,627	2.2080	105,052
21	1.6580	78,884	1.7720	84,308	1.9450	92,539	2.0220	96,203	2.1150	100,627	2.2080	105,052
22	1.6933	80,564	1.8118	86,202	1.9915	94,752	2.0708	98,525	2.1670	103,102	2.2632	107,679
23	1.6933	80,564	1.8118	86,202	1.9915	94,752	2.0708	98,525	2.1670	103,102	2.2632	107,679
24	1.6933	80,564	1.8118	86,202	1.9915	94,752	2.0708	98,525	2.1670	103,102	2.2632	107,679
25	450.00	81,014	500.00	86,702	550.00	95,302	600.00	99,125	650.00	103,752	700.00	108,379

Milford EVSD Teachers' Salary Schedule

Effective 7/1/2027

Base 49,005

Years of Experience	Bachelor's Degree		Bachelor's Degree Plus 15 Sem. Hrs.		Master's Degree		Master's Degree Plus 15 Sem. Hrs.		Master's Degree Plus 30 Sem. Hrs.		Master's Degree Plus 50 Sem. Hrs.	
0	1.0000	49,005	1.0370	50,818	1.0770	52,778	1.1120	54,494	1.1490	56,307	1.1860	58,120
1	1.0470	51,308	1.0895	53,391	1.1390	55,817	1.1770	57,679	1.2180	59,688	1.2592	61,707
2	1.0940	53,611	1.1420	55,964	1.2010	58,855	1.2420	60,864	1.2870	63,069	1.3320	65,275
3	1.1410	55,915	1.1945	58,536	1.2630	61,893	1.3070	64,050	1.3560	66,451	1.4050	68,852
4	1.1880	58,218	1.2470	61,109	1.3250	64,932	1.3720	67,235	1.4250	69,832	1.4780	72,429
5	1.2350	60,521	1.2995	63,682	1.3870	67,970	1.4370	70,420	1.4940	73,213	1.5510	76,007
6	1.2820	62,824	1.3520	66,255	1.4490	71,008	1.5020	73,606	1.5630	76,595	1.6240	79,584
7	1.3290	65,128	1.4045	68,828	1.5110	74,047	1.5670	76,791	1.6320	79,976	1.6970	83,161
8	1.3760	67,431	1.4570	71,400	1.5730	77,085	1.6320	79,976	1.7010	83,358	1.7700	86,739
9	1.4230	69,734	1.5095	73,973	1.6350	80,123	1.6970	83,161	1.7700	86,739	1.8430	90,316
10	1.4700	72,037	1.5620	76,546	1.6970	83,161	1.7620	86,347	1.8390	90,120	1.9160	93,894
11	1.5170	74,341	1.6145	79,119	1.7590	86,200	1.8270	89,532	1.9080	93,502	1.9890	97,471
12	1.5640	76,644	1.6670	81,691	1.8210	89,238	1.8920	92,717	1.9770	96,883	2.0620	101,048
13	1.6110	78,947	1.7195	84,264	1.8830	92,276	1.9570	95,903	2.0460	100,264	2.1350	104,626
14	1.6110	78,947	1.7195	84,264	1.8830	92,276	1.9570	95,903	2.0460	100,264	2.1350	104,626
15	1.6392	80,329	1.7510	85,808	1.9202	94,099	1.9960	97,814	2.0870	102,273	2.1780	106,733
16	1.6392	80,329	1.7510	85,808	1.9202	94,099	1.9960	97,814	2.0870	102,273	2.1780	106,733
17	1.6580	81,250	1.7720	86,837	1.9450	95,315	2.0220	99,088	2.1150	103,646	2.2080	108,203
18	1.6580	81,250	1.7720	86,837	1.9450	95,315	2.0220	99,088	2.1150	103,646	2.2080	108,203
19	1.6580	81,250	1.7720	86,837	1.9450	95,315	2.0220	99,088	2.1150	103,646	2.2080	108,203
20	1.6580	81,250	1.7720	86,837	1.9450	95,315	2.0220	99,088	2.1150	103,646	2.2080	108,203
21	1.6580	81,250	1.7720	86,837	1.9450	95,315	2.0220	99,088	2.1150	103,646	2.2080	108,203
22	1.6933	82,980	1.8118	88,787	1.9915	97,593	2.0708	101,480	2.1670	106,194	2.2632	110,908
23	1.6933	82,980	1.8118	88,787	1.9915	97,593	2.0708	101,480	2.1670	106,194	2.2632	110,908
24	1.6933	82,980	1.8118	88,787	1.9915	97,593	2.0708	101,480	2.1670	106,194	2.2632	110,908
25	450.00	83,430	500.00	89,287	550.00	98,143	600.00	102,080	650.00	106,844	700.00	111,608

Milford EVSD Teachers' Salary Schedule

Effective 7/1/2028

Base 50,720

Years of Experience	Bachelor's Degree		Bachelor's Degree Plus 15 Sem. Hrs.		Master's Degree		Master's Degree Plus 15 Sem. Hrs.		Master's Degree Plus 30 Sem. Hrs.		Master's Degree Plus 50 Sem. Hrs.	
0	1.0000	50,720	1.0370	52,597	1.0770	54,625	1.1120	56,401	1.1490	58,277	1.1860	60,154
1	1.0470	53,104	1.0895	55,259	1.1390	57,770	1.1770	59,697	1.2180	61,777	1.2592	63,867
2	1.0940	55,488	1.1420	57,922	1.2010	60,915	1.2420	62,994	1.2870	65,277	1.3320	67,559
3	1.1410	57,872	1.1945	60,585	1.2630	64,059	1.3070	66,291	1.3560	68,776	1.4050	71,262
4	1.1880	60,255	1.2470	63,248	1.3250	67,204	1.3720	69,588	1.4250	72,276	1.4780	74,964
5	1.2350	62,639	1.2995	65,911	1.3870	70,349	1.4370	72,885	1.4940	75,776	1.5510	78,667
6	1.2820	65,023	1.3520	68,573	1.4490	73,493	1.5020	76,181	1.5630	79,275	1.6240	82,369
7	1.3290	67,407	1.4045	71,236	1.5110	76,638	1.5670	79,478	1.6320	82,775	1.6970	86,072
8	1.3760	69,791	1.4570	73,899	1.5730	79,783	1.6320	82,775	1.7010	86,275	1.7700	89,774
9	1.4230	72,175	1.5095	76,562	1.6350	82,927	1.6970	86,072	1.7700	89,774	1.8430	93,477
10	1.4700	74,558	1.5620	79,225	1.6970	86,072	1.7620	89,369	1.8390	93,274	1.9160	97,180
11	1.5170	76,942	1.6145	81,887	1.7590	89,216	1.8270	92,665	1.9080	96,774	1.9890	100,882
12	1.5640	79,326	1.6670	84,550	1.8210	92,361	1.8920	95,962	1.9770	100,273	2.0620	104,585
13	1.6110	81,710	1.7195	87,213	1.8830	95,506	1.9570	99,259	2.0460	103,773	2.1350	108,287
14	1.6110	81,710	1.7195	87,213	1.8830	95,506	1.9570	99,259	2.0460	103,773	2.1350	108,287
15	1.6392	83,140	1.7510	88,811	1.9202	97,393	1.9960	101,237	2.0870	105,853	2.1780	110,468
16	1.6392	83,140	1.7510	88,811	1.9202	97,393	1.9960	101,237	2.0870	105,853	2.1780	110,468
17	1.6580	84,094	1.7720	89,876	1.9450	98,650	2.0220	102,556	2.1150	107,273	2.2080	111,990
18	1.6580	84,094	1.7720	89,876	1.9450	98,650	2.0220	102,556	2.1150	107,273	2.2080	111,990
19	1.6580	84,094	1.7720	89,876	1.9450	98,650	2.0220	102,556	2.1150	107,273	2.2080	111,990
20	1.6580	84,094	1.7720	89,876	1.9450	98,650	2.0220	102,556	2.1150	107,273	2.2080	111,990
21	1.6580	84,094	1.7720	89,876	1.9450	98,650	2.0220	102,556	2.1150	107,273	2.2080	111,990
22	1.6933	85,884	1.8118	91,894	1.9915	101,009	2.0708	105,031	2.1670	109,910	2.2632	114,790
23	1.6933	85,884	1.8118	91,894	1.9915	101,009	2.0708	105,031	2.1670	109,910	2.2632	114,790
24	1.6933	85,884	1.8118	91,894	1.9915	101,009	2.0708	105,031	2.1670	109,910	2.2632	114,790
25	450.00	86,334	500.00	92,394	550.00	101,559	600.00	105,631	650.00	110,560	700.00	115,490

EXHIBIT B-1

MILFORD EXEMPTED VILLAGE SCHOOLS
SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES
EFFECTIVE 7/1/2026

Base 46,418

	0 YRS EXP		1 YRS EXP		2 YRS EXP		3 YRS EXP		4 YRS EXP		5 YRS EXP		10 YRS EXP		15 YRS EXP		20 YRS EXP	
LEVEL	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
01	0.010	464	0.012	557	0.015	696	0.017	789	0.020	928	0.022	1,021	0.025	1,160	0.027	1,253	0.03	1,393
02	0.020	928	0.022	1,021	0.025	1,160	0.027	1,253	0.030	1,393	0.032	1,485	0.035	1,625	0.037	1,717	0.04	1,857
03	0.030	1,393	0.032	1,485	0.035	1,625	0.037	1,717	0.040	1,857	0.042	1,950	0.045	2,089	0.047	2,182	0.05	2,321
04	0.040	1,857	0.045	2,089	0.050	2,321	0.055	2,553	0.060	2,785	0.065	3,017	0.070	3,249	0.075	3,481	0.080	3,713
05	0.060	2,785	0.065	3,017	0.070	3,249	0.075	3,481	0.080	3,713	0.085	3,946	0.090	4,178	0.095	4,410	0.100	4,642
06	0.080	3,713	0.085	3,946	0.090	4,178	0.095	4,410	0.100	4,642	0.105	4,874	0.110	5,106	0.115	5,338	0.120	5,570
07	0.100	4,642	0.110	5,106	0.120	5,570	0.130	6,034	0.140	6,499	0.150	6,963	0.160	7,427	0.170	7,891	0.180	8,355
08	0.120	5,570	0.130	6,034	0.140	6,499	0.150	6,963	0.160	7,427	0.170	7,891	0.180	8,355	0.190	8,819	0.200	9,284
09	0.130	6,034	0.145	6,731	0.160	7,427	0.175	8,123	0.190	8,819	0.205	9,516	0.220	10,212	0.235	10,908	0.250	11,605
10	0.140	6,499	0.160	7,427	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925
11	0.160	7,427	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854
12	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854	0.340	15,782
13	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854	0.340	15,782	0.360	16,710

SITE SUPERVISOR COMPENSATION: Per duty amounts based upon nature of duties and responsibilities.

LEVEL I: $32.20 per assignment--for summer open gym and/or weight/wrestling room supervision -- (2) - (3) hours per session.

LEVEL II: $12.85 per hour--for indoor contests or events requiring little site preparation and minimal crowd supervision.

LEVEL III: $17.20 per hour--for outdoor contests and events, or for those indoor contests and events requiring significant site preparation and/or crowd supervision.

METHOD OF COMPUTATION: All indexed positions will be computed by multiplying the index value for each position times the base teaching salary in effect on the July 1st preceding the school year in which the extraordinary responsibilities are to be performed.

Credited experience for each step in the schedule shall be based upon the following criteria:

1) Total years served, not necessarily continuous, in that capacity in Milford Schools.
2) Credit for service other than in Milford Schools shall be awarded upon administrative review and recommendation.
3) In the case of coaching positions, experience gained in Milford Schools in grades 7-12, in the same sport, may be applied to the experience columns for all positions except HEAD COACH regardless of whether the experience was at the Junior or Senior High levels.
4) In the case of head coaching positions, experience gained in Grades 7-12 in positions other than as head coach in the sport involved, shall be applied at a rate of two year's experience equalling one year on the head coaching index level.

EXHIBIT B-2

MILFORD EXEMPTED VILLAGE SCHOOLS
SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES
EFFECTIVE 7/1/2027

Base 46,418

	0 YRS EXP		1 YRS EXP		2 YRS EXP		3 YRS EXP		4 YRS EXP		5 YRS EXP		10 YRS EXP		15 YRS EXP		20 YRS EXP	
LEVEL	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
01	0.010	464	0.012	557	0.015	696	0.017	789	0.020	928	0.022	1,021	0.025	1,160	0.027	1,253	0.03	1,393
02	0.020	928	0.022	1,021	0.025	1,160	0.027	1,253	0.030	1,393	0.032	1,485	0.035	1,625	0.037	1,717	0.04	1,857
03	0.030	1,393	0.032	1,485	0.035	1,625	0.037	1,717	0.040	1,857	0.042	1,950	0.045	2,089	0.047	2,182	0.05	2,321
04	0.040	1,857	0.045	2,089	0.050	2,321	0.055	2,553	0.060	2,785	0.065	3,017	0.070	3,249	0.075	3,481	0.080	3,713
05	0.060	2,785	0.065	3,017	0.070	3,249	0.075	3,481	0.080	3,713	0.085	3,946	0.090	4,178	0.095	4,410	0.100	4,642
06	0.080	3,713	0.085	3,946	0.090	4,178	0.095	4,410	0.100	4,642	0.105	4,874	0.110	5,106	0.115	5,338	0.120	5,570
07	0.100	4,642	0.110	5,106	0.120	5,570	0.130	6,034	0.140	6,499	0.150	6,963	0.160	7,427	0.170	7,891	0.180	8,355
08	0.120	5,570	0.130	6,034	0.140	6,499	0.150	6,963	0.160	7,427	0.170	7,891	0.180	8,355	0.190	8,819	0.200	9,284
09	0.130	6,034	0.145	6,731	0.160	7,427	0.175	8,123	0.190	8,819	0.205	9,516	0.220	10,212	0.235	10,908	0.250	11,605
10	0.140	6,499	0.160	7,427	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925
11	0.160	7,427	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854
12	0.180	8,355	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854	0.340	15,782
13	0.200	9,284	0.220	10,212	0.240	11,140	0.260	12,069	0.280	12,997	0.300	13,925	0.320	14,854	0.340	15,782	0.360	16,710

SITE SUPERVISOR COMPENSATION: Per duty amounts based upon nature of duties and responsibilities.

LEVEL I: $32.20 per assignment--for summer open gym and/or weight/wrestling room supervision -- (2) - (3) hours per session.

LEVEL II: $12.85 per hour--for indoor contests or events requiring little site preparation and minimal crowd supervision.

LEVEL III: $17.20 per hour--for outdoor contests and events, or for those indoor contests and events requiring significant site preparation and/or crowd supervision.

METHOD OF COMPUTATION: All indexed positions will be computed by multiplying the index value for each position times the base teaching salary in effect on the July 1st preceding the school year in which the extraordinary responsibilities are to be performed.

Credited experience for each step in the schedule shall be based upon the following criteria:

1) Total years served, not necessarily continuous, in that capacity in Milford Schools.
2) Credit for service other than in Milford Schools shall be awarded upon administrative review and recommendation.
3) In the case of coaching positions, experience gained in Milford Schools in grades 7-12, in the same sport, may be applied to the experience columns for all positions except HEAD COACH regardless of whether the experience was at the Junior or Senior High levels.
4) In the case of head coaching positions, experience gained in Grades 7-12 in positions other than as head coach in the sport involved, shall be applied at a rate of two year's experience equalling one year on the head coaching index level.

EXHIBIT B-3

MILFORD EXEMPTED VILLAGE SCHOOLS
SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES
EFFECTIVE 7/1/2028

Base 48,042

	0 YRS EXP		1 YRS EXP		2 YRS EXP		3 YRS EXP		4 YRS EXP		5 YRS EXP		10 YRS EXP		15 YRS EXP		20 YRS EXP	
LEVEL	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
01	0.010	480	0.012	577	0.015	721	0.017	817	0.020	961	0.022	1,057	0.025	1,201	0.027	1,297	0.03	1,441
02	0.020	961	0.022	1,057	0.025	1,201	0.027	1,297	0.030	1,441	0.032	1,537	0.035	1,681	0.037	1,778	0.04	1,922
03	0.030	1,441	0.032	1,537	0.035	1,681	0.037	1,778	0.040	1,922	0.042	2,018	0.045	2,162	0.047	2,258	0.05	2,402
04	0.040	1,922	0.045	2,162	0.050	2,402	0.055	2,642	0.060	2,883	0.065	3,123	0.070	3,363	0.075	3,603	0.080	3,843
05	0.060	2,883	0.065	3,123	0.070	3,363	0.075	3,603	0.080	3,843	0.085	4,084	0.090	4,324	0.095	4,564	0.100	4,804
06	0.080	3,843	0.085	4,084	0.090	4,324	0.095	4,564	0.100	4,804	0.105	5,044	0.110	5,285	0.115	5,525	0.120	5,765
07	0.100	4,804	0.110	5,285	0.120	5,765	0.130	6,245	0.140	6,726	0.150	7,206	0.160	7,687	0.170	8,167	0.180	8,648
08	0.120	5,765	0.130	6,245	0.140	6,726	0.150	7,206	0.160	7,687	0.170	8,167	0.180	8,648	0.190	9,128	0.200	9,608
09	0.130	6,245	0.145	6,966	0.160	7,687	0.175	8,407	0.190	9,128	0.205	9,849	0.220	10,569	0.235	11,290	0.250	12,011
10	0.140	6,726	0.160	7,687	0.180	8,648	0.200	9,608	0.220	10,569	0.240	11,530	0.260	12,491	0.280	13,452	0.300	14,413
11	0.160	7,687	0.180	8,648	0.200	9,608	0.220	10,569	0.240	11,530	0.260	12,491	0.280	13,452	0.300	14,413	0.320	15,373
12	0.180	8,648	0.200	9,608	0.220	10,569	0.240	11,530	0.260	12,491	0.280	13,452	0.300	14,413	0.320	15,373	0.340	16,334
13	0.200	9,608	0.220	10,569	0.240	11,530	0.260	12,491	0.280	13,452	0.300	14,413	0.320	15,373	0.340	16,334	0.360	17,295

SITE SUPERVISOR COMPENSATION: Per duty amounts based upon nature of duties and responsibilities.

LEVEL I: $32.20 per assignment--for summer open gym and/or weight/wrestling room supervision -- (2) - (3) hours per session.

LEVEL II: $12.85 per hour--for indoor contests or events requiring little site preparation and minimal crowd supervision.

LEVEL III: $17.20 per hour--for outdoor contests and events, or for those indoor contests and events requiring significant site preparation and/or crowd supervision.

METHOD OF COMPUTATION: All indexed positions will be computed by multiplying the index value for each position times the base teaching salary in effect on the July 1st preceding the school year in which the extraordinary responsibilities are to be performed.

Credited experience for each step in the schedule shall be based upon the following criteria:

1) Total years served, not necessarily continuous, in that capacity in Milford Schools.
2) Credit for service other than in Milford Schools shall be awarded upon administrative review and recommendation.
3) In the case of coaching positions, experience gained in Milford Schools in grades 7-12, in the same sport, may be applied to the experience columns for all positions except HEAD COACH regardless of whether the experience was at the Junior or Senior High levels.
4) In the case of head coaching positions, experience gained in Grades 7-12 in positions other than as head coach in the sport involved, shall be applied at a rate of two year's experience equalling one year on the head coaching index level.

EXHIBIT B-1, Page 1 of 4

ROSTER OF SUPPLEMENTAL DUTY POSITIONS/ASSIGNMENTS

AREA/POSITION	*PAY LEVEL*
ACADEMIC/ADMINISTRATIVE	
DEPARTMENT CHAIR (MS & HS) *	
0-7	LEV 9
8-13	LEV 10
14+	LEV 11
*ADDITIONAL DUTIES, INCLUDING OGT PREPARATION, CIRRICULUM REVISION, NEW MATERIALS COORDINATION FOLLOWING CURRICULUM REVISION, AND LAB MATERIAL COORDINATION FOR SCIENCE AND WORK AND FAMILY LIFE CLASSES WILL BE SEPARATE CONTRACTS PAID AT THE NEGOTIATED HOURLY RATE.	
UNIFIED ARTS DEPARTMENT CHAIR (GRADES K-6) (3)	LEV 6
GUIDANCE DEPARTMENT CHAIR (GRADES K-6)	LEV 6
BUILDING TEACHER LEADER (1 PER BLDG)	LEV 6
FINE ARTS DEPARTMENT CHAIR (HIGH SCHOOL)	LEV 8
FINE ARTS DEPARTMENT CHAIR (MIDDLE SCHOOL)	LEV 7
ATHLETIC	
SITE SUPERVISORS (as needed)	PER SCHEDULE
BASEBALL (BOYS)	
HEAD COACH (1)	LEV 10
ASST HIGH SCHOOL COACH (5)	LEV 7
BASKETBALL (BOYS/GIRLS)	
HEAD COACH (2)	LEV 12
ASST HIGH SCHOOL COACH (6)	LEV 8
MIDDLE SCHOOL COACH (8)	LEV 6
BOWLING (BOYS/GIRLS)	
HEAD COACH (1)	LEV 7
ASST HIGH SCHOOL COACH (1)	LEV 5
CHEERLEADING (PER SEASON-2 SEASONS/YR)	
HEAD COACH (1)	LEV 6
ASST HIGH SCHOOL COACH (2)	LEV 5
MIDDLE SCHOOL COACH (2)	LEV 4
HIGH SCHOOL COMPETITION CHEER COACH (1)	LEV 6
MIDDLE SCHOOL COMPETITION CHEER COACH (1)	LEV 5
CROSS COUNTRY (BOYS/GIRLS)	
HEAD COACH (2)	LEV 9
ASST HIGH SCHOOL COACH (2)	LEV 6
MIDDLE SCHOOL COACH (4)	LEV 5
DANCE TEAM, HIGH SCHOOL (1)	LEV 6
DANCE TEAM, MIDDLE SCHOOL (1)	LEV 4
DIVING (BOYS/GIRLS)	
HEAD COACH (1)	LEV 8

EXHIBIT B-1, Page 2 of 4

AREA/POSITION	*PAY LEVEL*
ATHLETIC (CONT'D.)	
FOOTBALL	
HEAD COACH (1)	LEV 12
ASST HIGH SCHOOL COACH (10)	LEV 8
MIDDLE SCHOOL COACH (6)	LEV 6
GOLF (BOYS/GIRLS)	
HEAD COACH (2)	LEV 8
ASST HIGH SCHOOL COACH (2)	LEV 5
MIDDLE SCHOOL COACH (2)	LEV 4
LACROSSE (BOYS/GIRLS)	
HEAD COACH (2)	LEV 10
ASST HIGH SCHOOL COACH (6)	LEV 7
PINETTES	
HIGH SCHOOL ADVISOR (1)	LEV 4
SOCCER (BOYS/GIRLS)	
HEAD COACH (2)	LEV 10
ASST HIGH SCHOOL COACH (10)	LEV 7
SOFTBALL (GIRLS)	
HEAD COACH (1)	LEV 10
ASST HIGH SCHOOL COACH (5)	LEV 7
MIDDLE SCHOOL COACH (1)	LEV 5
SWIMMING (BOYS/GIRLS)	
HEAD COACH (1)	LEV 12
ASST HIGH SCHOOL COACH (2)	LEV 8
MIDDLE SCHOOL COACH (2)	LEV 6
TENNIS (BOYS/GIRLS)	
HEAD COACH (2)	LEV 8
ASST HIGH SCHOOL COACH (2)	LEV 5
MIDDLE SCHOOLCOACH (2)	LEV 4
TRACK & FIELD (BOYS/GIRLS)	
HEAD COACH (2)	LEV 10
ASST HIGH SCHOOL COACH (4)	LEV 7
MIDDLE SCHOOL COACH (6)	LEV 5
ASST MIDDLE SCHOOL/HIGH SCHOOL COACH – POLE VAULT (1)	LEV 7
VOLLEYBALL (BOYS)	
HEAD COACH (1)	LEV 10
ASST HIGH SCHOOL COACH (2)	LEV 7
VOLLEYBALL (GIRLS)	
HEAD COACH (1)	LEV 10
ASST HIGH SCHOOL COACH (3)	LEV 7
MIDDLE SCHOOL COACH (4)	LEV 5
WATER POLO (BOYS/GIRLS)	
HEAD COACH (2)	LEV 8
ASST HIGH SCHOOL COACH (2)	LEV 6

EXHIBIT B-1, Page 3 of 4

AREA/POSITION	*PAY LEVEL*
WRESTLING	
HEAD COACH BOYS (1)	LEV 12
ASST HIGH SCHOOL COACH BOYS (3)	LEV 8
MIDDLE SCHOOL COACH BOYS (2)	LEV 6
HEAD COACH GIRLS (1)	LEV 12
ASST HIGH SCHOOL COACH GIRLS (1)	LEV 8
MIDDLE SCHOOL COACH GIRLS (1)	LEV 6
DRAMATICS/SPEECH	
DRAMATIC COORDINATOR, HIGH SCHOOL	LEV 10
DRAMATICS ASSISTANT	LEV 8
TECHNICAL DIRECTOR	LEV 8
COSTUME DIRECTOR	LEV 8
CHOREOGRAPHER	LEV 6
MUSIC/BAND	
BAND DIRECTOR (1)	LEV 12
ASST. BAND DIRECTOR (3)	LEV 11
GUARD DIRECTORS – FALL (2)	LEV 8
GUARD DIRECTORS – WINTER (2)	LEV 8
WINTER DRUM LINE (2)	LEV 8
PEP BAND	LEV 4
INSTRUMENTAL MUSIC COORDINATOR	LEV 5
VOCAL MUSIC COORDINATOR, HIGH SCHOOL	LEV 8
VOCAL MUSIC COORDINATOR, JR HIGH	LEV 7
VOCAL MUSIC COORDINATOR, ELEM SCHOOL (6)	LEV 7
MUSIC PERFORMANCE DIRECTOR, ELEM SCHOOL (6) (minimum 2 annual performances: 1 musical, 1 grade level concert)	LEV 4
PIANO ACCOMPANIST	LEV 8/6/4*
UNITED SOUND ADVISOR	LEV 4
PUBLICATIONS	
DROFLIM ADVISOR, HIGH SCHOOL	LEV 7
REFLECTOR ADVISOR, HIGH SCHOOL	LEV 7
YEARBOOK ADVISOR, JR HIGH	LEV 4
NEWSPAPER ADVISOR, JR HIGH	LEV 4
OTHER	
FRESHMAN CLASS ADVISOR	LEV 4
SOPHOMORE CLASS ADVISOR	LEV 4
JUNIOR CLASS ADVISOR	LEV 6
SENIOR CLASS ADVISOR	LEV 8
HONOR SOCIETY, HIGH SCHOOL	LEV 6
HONOR SOCIETY, MIDDLE SCHOOL	LEV 5
KEY CLUB, HIGH SCHOOL	LEV 5
ACADEMIC TEAM ADVISOR, HIGH SCHOOL	LEV 4
CHESS TEAM ADVISOR, HIGH SCHOOL	LEV 4
STUDENT COUNCIL, HIGH SCHOOL (2)	LEV 4
STUDENT COUNCIL, MIDDLE SCHOOL	LEV 3
STUDENT COUNCIL, ELEMENTARY (6)	LEV 3

SITE SUPERVISION COMPENSATION, PAGE 1, EXHIBIT C)

* - One level each season (fall, winter, spring) is selected by the Superintendent/designee depending on needs of the season

EXHIBIT B-1, Page 4 of 4

PARKING LOT SUPERVISOR, HIGH SCHOOL (4)	LEV 4
PARKING LOT SUPERVISOR, MIDDLE SCHOOL (5)	LEV 4
BUS LOADING SUPERVISOR (2)	LEV 5
SCIENCE OLYMPIAD, HIGH SCHOOL	LEV 4
SCIENCE OLYMPIAD, MIDDLE SCHOOL	LEV 3
MIDDLE SCHOOL BUILDERS CLUB	LEV 4
MOCK TRIAL ADVISOR	LEV 4
DEBATE TEAM ADVISOR	LEV 4
eSPORTS ADVISOR, HIGH SCHOOL (2)	LEV 4
MATH COUNTS, MIDDLE SCHOOL	LEV 3
SPANISH CLUB, HIGH SCHOOL	LEV 3
GERMAN CLUB, HIGH SCHOOL	LEV 3
FRENCH CLUB, HIGH SCHOOL	LEV 3
CHINESE CLUB, HIGH SCHOOL	LEV 3
LEGO LEAGUE, ELEMENTARY (12)	LEV 3
FIELD DAY COORDINATOR, ELEMENTARY (6)	LEV 1
DISTRICT ART SHOW SETUP COORDINATOR, ELEMENTARY (6) (must be present both days of District Art Show)	LEV 1
REMOTE LEARNING SPECIALIST, K-6/UNIFIED ARTS/INTERV. (9)	LEV 6
UNIFIED CHAMPION ADVISOR	LEV 2
EVENT/STUDENT SUPERVISOR	$20.00/HR
CURRICULUM WRITING SERVICES	$35.00/HR
SUMMER SCHOOL PRINCIPAL, HIGH SCHOOL	$3,500
SUMMER SCHOOL PRINCIPAL, ELEMENTARY (GRADES K-6)	$3,500
SUMMER SCHOOL TEACHER	$25.00/HR
TITLE I ORGANIZATIONAL SUPPORT	$1,000
WORK STUDY COORDINATOR, HIGH SCHOOL	$2,000
HOME INSTRUCTION TUTOR, MIDDLE SCHOOL & ALL ELEMENTARIES (CERTIFIED POSITION)	$25.00/HR
BUILDING WELLNESS LIASON (1 PER BLDG.)	$300/YEAR
CAREER EDUCATION COORDINATOR (1 PER BLDG.)	$750/POSITION
LEADERSHIP TEAM	$25.00/HR
CURRICULUM REVISION COMMITTEE	$25.00/HR
HOMEWORK CLUB ALL BUILDINGS	$25.00/HR
MENTORS (TO BE DETERMINED BY NO. OF NEW TEACHERS) Year One – $1250 Year Two – $1250	
LPDC COMMITTEE	
SCHOOLS WITH 1-40 TEACHERS	$ Level 3
SCHOOLS WITH 41-80 TEACHERS	$ Level 4
SCHOOLS WITH 81-120 TEACHERS	$Level 5
CHAIRPERSON	$Level 6

EXHIBIT C
MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
SUPPLEMENTAL INFORMATION FOR SALARY PLACEMENT REVIEW

Position for Review_____ Date_____

Name of Applicant_____

Section 1 – Purpose of Review: Complete sections 1a or 1b and 1c

1a. New position for review _____ Requested Pay Level _____

OR

1b. Current position for review _____ Present Pay Level _____ Requested Level _____

1c. Reason for request _____

_____

Section 2-Time

2a. Duration of supplemental activity in weeks _____

2b. List duties of supplemental position and time needed to fulfill these duties over its duration. (Examples: planning, material management, meetings, practice, games, travel, performances, events, etc.)

Duty	Time	Duty	Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total time _____

Section 3 – Responsibility: Complete all sections that apply

3a. Number of students directly supervised _____

3b. If this supplemental position does not involve the direct supervision of students, explain how students benefit from this position.

_____

_____

_____

3c. Number of staff members supervised/coordinated/directed _____

3d. Total number of special events/games/performances/meetings _____

3e. Check the category that describes the total receipts from the activity for the year.

_____ No receipts
_____ $100 - $3,000
_____ $3,001 - $6,000
_____ $6,001 - $9,000
_____ $9,001 - $12,000
_____ More than $12,000

3f. Check the category that describes the responsibility for student safety required of this position.

_____ Little or no possibility of injury to students
_____ Some possibility of minor injury to students
_____ Some possibility of serious injury to students
_____ Great possibility of serious injury to students

Section 4 – Additional Information: Additional information may be attached to this form if needed.

_____

_____

_____

Date_____ Applicant's Signature_____

Date _____ Supervisor/Principal's Signature

TO BE COMPLETED BY THE SUPPLEMENTAL REVIEW COMMITTEE

Supplemental Review Request:

_____ Recommend Approval at _____Pay Rate _____Denied

Date_____ Signature_____

TO BE COMPLETED BY SUPERINTENDENT AND MEA PRESIDENT

_____Request Approved at _____Pay Rate _____Request Denied

Date_____ Superintendent's Signature_____

Date_____ MEA President's Signature_____

EXHIBIT D
MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
EXTRACURRICULAR RE-EVALUATION REQUEST

I. TO BE COMPLETED BY APPLICANT:

I hereby request re-evaluation of the following extracurricular position.

POSITION_____

PRESENT SCHEDULE _____REQUESTED SCHEDULE_____

REASON FOR REQUEST_____

_____

_____

_____

_____

_____ _____
Date Signature

II. TO BE COMPLETED BY EXTRA CURRICULAR REVIEW COMMITTEE:

Evaluation Request:

Recommend Approval_____ Disapproval_____

_____ _____
Date Signature

III. TO BE COMPLETED BY SUPERINTENDENT/MEA PRESIDENT:

Request Approved_____ Request Disapproved_____

_____ _____
Date Signature (Superintendent)

_____ _____
Date Signature (MEA President)

Attachments:

EXHIBIT E
MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
EXTRACURRICULAR CRITERIA AND POINT SCALE
FOR POSITION PLACEMENT

Position_____ Date_____

Name of Respondent_____

Form is submitted for the following purpose (check one):

Current position for review_____ New position for consideration_____
(A job description must be attached for a new position.)

Section 1 - TIME (Include only time spent beyond the normal school day.)

1a. Duration of Activity (give total number of weeks) _____

1b.(1) Amount of Time Spent Monday - Friday Close of School

Number of hours spent in practice _____

Number of hours spent in games _____

Number of hours spent in travel-support/supervision _____
(Support is defined as time assisting another coach or sponsor but not directly responsible for the activity. Examples: varsity basketball coach during reserve game; assistant band director during performance.)

1b(2) Amount of Time Spent after School Friday, Saturday, Sunday

Number of hours spent in practice _____

Number of hours spent in games _____

Number of hours spent in travel, support, supervision _____

1b(3) Amount of Time Spent on Holidays and During Scheduled School Vacations

Number of hours spent in practice _____

Number of hours spent in games _____

Number of hours spent in travel, support, supervision _____

1c. Amount of Time Spent in Planning

Number of hours _____

Section 2 - RESPONSIBILITY

2a. Number of Students Directly Supervised _____

2b. Number of Paid Staff Members Supervised/Coordinated/Directed _____

2c. Handling of Finances (Total receipts from the activity during the year.) Check which category describes the total receipts from the activity during the year:

$ 100 - $ 3,000	_____
$ 3,001 - $ 6,000	_____
$ 6,001 - $ 9,000	_____
$ 9,001 - $12,000	_____
$12,001 - $18,000	_____

2d. Responsibility for Safety of Students

Little or no possibility of injury to students _____

Some possibility of minor injury to students _____

Some possibility of serious injury to students _____

Great possibility of serious injury to students _____

2e.(1) Normal Public Attendance at Activity

0 - 250	_____
251 - 500	_____
501 - 1000	_____
1001 - 1500	_____
1501 - 2000	_____

2e.(2) Win - Loss Pressure

None	_____
Little	_____
Some	_____
Great	_____

If this position experiences pressure, give the rationale:

2e.(3) Total Number of Events/Performances _____

Section 3 - ADDITIONAL RESPONSIBILITIES THAT SHOULD BE CONSIDERED

Please list any additional responsibilities of this position (such as supervision of Broad-approved volunteers) which should be taken into consideration in the evaluation process on the back of this sheet.

Only fully completed forms will be accepted for review.

EXHIBIT F-1

CLASS SIZE REVIEW REQUEST FORM

School Year_____

Building_____

Grade Level_____

Teacher_____

Total Number of Students_____

A. Number of Title Students_____

B. Number of Inclusion Students_____

C. Number of Pullout IEP Students_____

D. Number of Gifted Students_____

Aide(s) assigned for Resource IEP_____

Other Aides_____

Amount of time aide(s) is available_____

Comments

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT F-2

CLASS SIZE REVIEW REQUEST FORM

SECONDARY

Instructions: Complete and submit this form to the class size committee located in assigned building within two weeks of the beginning of the appropriate semester. Make a copy and retain for your records.

Name:	
Date:	
Course Title:	
Class Period/Time:	
Number of Students Currently Enrolled:	
Proposed Number of Students for Class:	

Request for reduction in class size is due to (check all that apply):

☐ Disproportionate amount of students enrolled in this course versus other courses offered during same class time.

☐ Disproportionate amount of IEP students in contrast to regular education students (does not include co-taught/Special Ed. specified courses).

- ☐ No aide present/available for IEP students

☐ Over enrollment due to need for increase in number of sections

☐ Over enrollment due to limited:

- ☐ Classroom/Lab space
- ☐ Supplies available/ordered

Comments:

_____

_____

_____

EXHIBIT G

FORM A
STEP II

MILFORD EXEMPTED VILLAGE SCHOOLS
MILFORD EDUCATION ASSOCIATION

FORMAL GRIEVANCE PRESENTATION
(To be completed by aggrieved person within twenty-five [25] days of complained occurrence and/or when the member is harmed)

AGGRIEVED PERSON:_____

DATE OF INFORMAL MEETING (STEP I):_____

SCHOOL:_____

IMMEDIATE SUPERVISOR:_____

NAME OF MEA REPRESENTATIVE:_____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

_____
(Signature of Aggrieved)

FORM B
STEP II

DECISION OF SUPERVISOR

(To be completed by immediate supervisor, within seven [7] days of said supervisor's receipt of such written grievance)

AGGRIEVED PERSON:_____

DATE OF FORMAL GRIEVANCE PRESENTATION:_____

SCHOOL:_____

IMMEDIATE SUPERVISOR:_____

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

DATE OF DECISION:_____ _____
(Signature of Immediate Supervisor)

AGGRIEVED PERSON'S RESPONSE:
To be completed by aggrieved within seven (7) days of decision.

_____ I accept the above decision of the immediate supervisor.

_____ I hereby refer the above decision for appeal to the Superintendent of Schools.

DATE OF RESPONSE:_____ _____
(Signature of Aggrieved)

FORM A
STEP III

APPEAL BY AGGRIEVED BARGAINING UNIT MEMBER TO THE SUPERINTENDENT

(To be completed by aggrieved person within
seven [7] days of receipt of
immediate supervisor's response)

AGGRIEVED PERSON:_____

DATE OF FORMAL GRIEVANCE PRESENTATION:_____

DATE APPEAL RECEIVED BY SUPERINTENDENT:_____

STATE BASIS FOR APPEAL REQUEST:

_____ The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

DATE OF APPEAL:_____ _____
Signature of Aggrieved Person

FORM D
LEVEL III

DECISION OF SUPERINTENDENT

(To be completed by Superintendent of Schools within fourteen (14) days after hearing with aggrieved and grievance representative; hearing to be held within fourteen (14) days after receipt of appeal)

AGGRIEVED PERSON:_____

DATE OF FORMAL GRIEVANCE PRESENTATION:_____

DATE APPEAL RECEIVED BY SUPERINTENDENT:_____

DATE HEARING HELD BY SUPERINTENDENT:_____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION:_____ _____
(Signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE: To be completed by aggrieved within fourteen (14) days of decision.

_____ I accept the above decision of the Superintendent of Schools.

_____ I hereby appeal, through the Association, for a review of this grievance to arbitration.

DATE OF RESPONSE:_____ _____
(Signature of Aggrieved)

FORM E

DETERMINATION REGARDING ADVISORY PANEL

(To be completed by Association President within ten (10) days of the Superintendent's decision)

AGGRIEVED PERSON:_____

DATE OF FORMAL GRIEVANCE :_____

ASSOCIATION PRESIDENT:_____

DATE REQUEST RECEIVED FOR ADVISORY PANEL:_____

DETERMINATION BY ASSOCIATION: (within ten (10) days)

_____ The association has determined that this grievance is not meritorious and/or in the best interest of the school system. The grievance therefore is closed.

_____ The association has determined that this grievance is meritorious and that submitting it to an Advisory Panel is in the best interest, of the school system. The grievance therefore is hereby submitted to the Advisory Panel.

DATE OF DETERMINATION:_____ _____
(Signature of Association President)

DESIGNATION OF ADVISORY PANEL: To be completed by Board Chairman and Association President for submission of grievance to the Advisory Arbitration Panel.

_____ The parties have agreed upon and selected _____ as the third member of the Advisory Panel to whom the appended grievance is hereby submitted.

DATE OF DESIGNATION:_____ _____
(Signature of Association President)

_____
(Signature of Board Chairman)

EXHIBIT H

EVALUATION PROCEDURES

A. The timelines and procedures for evaluations for teachers who are engaged in instruction at least fifty percent (50%) of the time shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112. School counselors shall be evaluated using the same timelines and frequency as those being evaluated under OTES. The guidance counselor evaluation procedure shall be as set forth in Ohio Revised Code section 3319.113.

B. No teacher/school counselor, whether as defined under Ohio Revised Code sections 3319.111, or 3319.113 or under the process within the contract will receive more than one evaluation per school year. The process, including forms used, for all teachers and school counselors shall be uniform whether those approved by the Ohio Department of Education for OTES evaluation procedure, the OSCES evaluation procedure or those procedures contained within the contract.

C. Teachers or school counselors who are evaluated under OTES or OSCES, as applicable, who are on a limited contract for consideration of renewal/non-renewal shall receive at least three formal observations in addition to periodic walk-throughs unless the Superintendent/Designee waives the third observation. All teachers or school counselors who meet the definition of "teacher" under Ohio Revised Code section 3319.111 or school counselor under Ohio Revised Code section 3319.113 shall be evaluated based on at least two formal observations.

D. Unless a teacher or counselor is in the last year of a limited contract, at the discretion of the Administration, a teacher or counselor who receives a rating of "Accomplished" or "Skilled" on his/her most recent OTES or OSCES evaluation shall be evaluated in accordance with the requirements and the frequency set forth in the Ohio Revised Code or Board Policy.

E. All evaluators under OTES and OSCES shall be licensed building or central office administrators employed by the Board of Education who have been credentialed through the Ohio Department of Education. Evaluators for teachers who are not under OTES shall be in compliance with the contract language.

F. Teacher and school counselor training of the OTES and OSCES process, forms and rubric and the assignment of a primary evaluator shall take place on or before September 20th. In the case of a teacher or school counselor hired after the training, training shall take place within thirty (30) days of the first day worked. A teacher or school counselor reassigned after the beginning of the work year shall be notified of his/her primary evaluator within two (2) weeks of the first day in the new assignment. During the training all OTES/OSCES documents shall be reviewed along with the rubric ratings.

G. Walk-throughs shall be utilized for OTES and OSCES evaluations. The walk-throughs shall be documented through ETPES. There will be a minimum of two (2) walk-throughs that will last between five and fifteen minutes per walk-through. Walk-throughs may be used for non-OTES teachers, however, the walk-through results shall not become a part of the evaluation.

H. A pre-observation conference shall be held before the first observation and the third observation, if it is necessary. The evaluator may request a pre-observation conference before the second observation. The District pre-observation conference form shall be

completed and uploaded into ETPES prior to the pre-observation conference. A post-observation conference shall be held after every observation within seven (7) days of the observation.

I. If a teacher is noted rated as ineffective or developing in any standard of the observation during the school year, he/she may be placed on an improvement plan for the noted deficiencies and shall remain on the improvement plan until the standard has been rated as Skilled or Accomplished on his/her next observation.

J. The Student Growth Measures, High Quality Student Data and, if applicable, the percentages used for, shall be determined by the Board in consultation with the Evaluation Committee. In calculation for student academic growth, a student who has exceeded the statutory number of permitted absences for the school year will not be included.

K. The student assessment portions of the OTES evaluation system and the student metrics of OSCES will not be the sole reason for the purpose of making decisions relating to the retention, promotion, removal or reduction of bargaining unit members during the term of the current collective bargaining agreement. A teacher who disagrees with his/her evaluation will have the right to write a rebuttal.

L. TA joint evaluation committee of administrators selected by the Board and teachers selected by the Association will continue to meet and make joint recommendations to the processes for evaluation and the student growth portion of the evaluation procedures to the Association and Board negotiations teams. The committee shall use a consensus process to come to resolution. The committee has no authority to change the terms of this the teacher evaluation process within the contract, in Board policy, or any Memorandum of Understanding concerning this topic.

EXHIBIT I

SECTION 3319.08 | CONTRACTS FOR EMPLOYMENT OR REEMPLOYMENT OF TEACHERS.

A. The board of education of each city, exempted village, local, and joint vocational school district and the governing board of each educational service center shall enter into written contracts for the employment and reemployment of all teachers. Contracts for the employment of teachers shall be of two types, limited contracts and continuing contracts. The board of each school district or service center that authorizes compensation in addition to the salary paid under section 3317.14 or 3317.141 of the Revised Code for the performance of duties by a teacher that are in addition to the teacher's regular teaching duties, shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts. Such written contracts and supplemental written contracts shall set forth the teacher's duties and shall specify the salaries and compensation to be paid for regular teaching duties and additional teaching duties, respectively, either or both of which may be increased but not diminished during the term for which the contract is made, except as provided in section 3319.12 of the Revised Code.

   If a board adopts a motion or resolution to employ a teacher under a limited or continuing contract and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

B. Teachers must be paid for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity, and for time lost due to illness or otherwise for not less than five days annually as authorized by regulations which each board shall adopt.

C. A limited contract is:

   1. For a superintendent, a contract for such term as authorized by section 3319.01 of the Revised Code;

   2. For an assistant superintendent, principal, assistant principal, or other administrator, a contract for such term as authorized by section 3319.02 of the Revised Code;

   3. For all other teachers, a contract for a term not to exceed five years.

D. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

   1. Any teacher holding a professional, permanent, or life teacher's certificate;

   2. Any teacher who meets the following conditions:

      a. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

      b. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or

a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

c. The teacher has completed the applicable one of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

3. Any teacher who meets the following conditions:

a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

c. The teacher has held an educator license for at least seven years.

d. The teacher has completed the applicable one of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

E. Division (D) of this section applies only to continuing contracts entered into on or after October 16, 2009. Nothing in that division shall be construed to void or otherwise affect a continuing contract entered into prior to that date.

Notwithstanding any provision to the contrary in Chapter 4117. of the Revised Code, the requirements of division (D)(3) of this section prevail over any conflicting provisions of a collective bargaining agreement entered into on or after October 16, 2009.

F. Wherever the term "educator license" is used in this section without reference to a specific type of educator license, the term does not include an educator license for substitute teaching issued under section 3319.226 of the Revised Code.