Thu, 04/16/2026 10:19:12 AM SERB

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NEGOTIATED AGREEMENT

Between

MILLCREEK-WEST UNITY LOCAL BOARD OF EDUCATION

And

THE MILLCREEK-WEST UNITY EDUCATION ASSOCIATION

West Unity, Ohio

Effective July 1, 2026 to June 30, 2029

Board Approved on APRIL 13, 2026

TABLE OF CONTENTS

ARTICLE		PAGE
Article 1.	RECOGNITION	3
	A. Association	
	B. Board	
	C. Membership	
	D. Definitions	
Article 2.	NEGOTIATIONS.	3
	A. Negotiating Procedures	
	B. Agreement	
	C. Disagreement	
	D. Negotiations – General Provisions	
Article 3.	GRIEVANCE PROCEDURE	5
	A. Definition of Grievance	
	B. Grievance Steps	
	C. General Provisions	
Article 4.	JOINT ADMINISTRATION-ASSOCIATION MEETINGS	11
Article 5.	ABSENCE	11
	A. Sick Leave	
	B. Personal Leave	
	C. Medical Leave	
	D. Legal Obligations – Jury Duty	
	E. Professional Meetings	
	F. Parental Leave	
	G. Assault Leave	
	H. Family and Medical Leave	
Article 6.	DUES, DEDUCTIONS AND PAYROLL	14
	A. Pay Periods	
	B. Payroll Deductions	
	C. Dues Deductions	
Article 7.	EMPLOYMENT	15
	A. Reduction in Force	
	B. Vacancies	
	C. Assignment – Transfer	
	D. Employment	
	E. Evaluation	
	F. School Calendar	
	G. Extended Days	
	H. Teaching Hours and Load	
	I. Preparation Time	
	J. Personnel Files	
	K. Teacher Facilities	
	L. Personal Information	

Article 8. OTHER PROVISIONS 26
A. Use of Facilities
B. School Calendar
C. Access to Members
D. Dissemination of Information
E. No Strike
F. Severability
G. Just Cause
H. Union Rights
I. Local Professional Development Committee
J. Resident Educator Mentor Program

Article 9. MASTER TEACHER 28

Article 10. SALARY AND FRINGE BENEFITS 29
A. Professional Salary Schedule
B. Supplemental Salary Schedule
C. Health Insurance
D. Vision Insurance
E. Dental Insurance
F. Life Insurance
G. Incentive for Non-Use of Health Insurance
H. Section 125 Plan
I. Severance Pay
J. College Compensation
K. STRS Contribution / STRS Pick-Up
L. Part-Time Employee Benefits
M. Drug Free Workplace
N. Tuition Waiver
O. Membership Fees
P. Reimbursement for Background Checks

Article 11. TERMS OF AGREEMENT. 33
A. Modification of Agreement
B. Entire Agreement
C. Duration of Agreement

Salary Schedules 34

Supplemental Salary Schedules 37

District Stipends 40

Coaching Positions 41

APPENDIX A Continuing Contract Eligibility Chart 42

APPENDIX B Preservation of Old Contract Language if the Law Changes to Allow Fair Share . . . 43

The following negotiated agreement was bargained in accordance with Section 4117 of the Ohio Revised Code.

ARTICLE 1
RECOGNITION

A. Association

The Millcreek-West Unity Local School District Board of Education, hereinafter referred to as the Board, recognizes the Millcreek-West Unity Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated employees who are under contract with the Board to teach a full school year (of not less than 120 school days), excluding substitute teachers and all full-time or part-time administrative staff who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon. The term "teacher" may be used throughout this contract to include all bargaining unit members.

B. Board

The Association agrees that the Board has the right and responsibility to direct, supervise, or hire employees; maintain and improve the efficiency and effectiveness of the school operations; determine the overall methods, process, means or personnel by which the school operations are to be conducted; suspend, discipline, demote, discharge, lay off, transfer, assign, schedule, promote or retain employees, determine the adequacy of the work force and to lay off employees for lack of work or lack of funds, except as otherwise agreed to by the terms and conditions of this agreement.

C. Membership

It is agreed upon by the Board and the Association that certificated personnel have the right to organize, to join and support the Millcreek-West Unity Education Association for their professional and/or economic improvement. Membership in the Association shall not be required as a condition of employment.

D. Definitions

Negotiations – Negotiations will be in good faith pertaining to salaries, hours, working conditions and other matters of concern between the Board and Association.

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

Party – Party, when used, shall mean the Association and the Board.

Day – Day means calendar day unless otherwise indicated.

ARTICLE 2
NEGOTIATIONS

A. Negotiating Procedures

1. Initiating Negotiations

A. All requests for the initiation of negotiations shall be made between February 15 and March 1. The request initiated by the Association shall be directed to the Superintendent. The written request for negotiations shall include:

1. Date of letter
2. Statement requesting opening of negotiations.

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

1. Date of Letter
2. Time, place and date for the Association President and Superintendent to meet for the sole purpose of exchanging proposals (initial pre-negotiation meeting). This date will be mutually agreed upon between the Association President and the Superintendent before the letter is generated.
3. Time, place and date of three (3) proposed dates for the initial negotiating session. These dates will be mutually agreed upon between the Association President and the Superintendent before the letter is generated.

2. Negotiations Sessions

A. The parties shall meet at a time and place as established under Section A of this Article for the first negotiating session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

B. The initial pre-negotiation meeting will be held for the sole purpose of exchanging proposals. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed upon.

3. Negotiating Teams

A. Each team shall have up to (3) people of the party's choice with either party entitled to an additional consultant.

B. The designated representatives of the Board and the Association agree to make available to each other any public information within ten (10) days upon receiving a written request from the other party.

C. Caucuses

1. Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to thirty (30) minutes, unless otherwise mutually agreed.

B. Agreement

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

2. Only if the agreement is ratified and approved by both the Association and the Board shall it become part of this contract. No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the association. Upon ratification by the Board, the President of the Board will have the obligation and authority to sign the agreement.

3. In the event that an agreement is not reached at the time that salary notices are due to be provided to the bargaining unit members the Board shall issue such notices upon agreement being reached and ratified by the Board.

C. Disagreement

1. If agreement is not reached within thirty (30) days prior to the expiration date of the contract, either the Board or the Association may submit all unsettled issues in dispute to mediation and declare a state of impasse to exist, unless the parties mutually agree to negotiate beyond the thirty (30) days.

2. If impasse is declared, the Association and the Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse. The parties agree to mutually select an alternative mediator/mediation service should mediation assistance from the Federal Mediation and Conciliation Service be unavailable. The parties agree to equally share any costs and expenses for mediation services.

3. The Mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract. With mutual agreement, the services of the Mediator may be used following the expiration date of the contract.

4. The Association may exercise its right of Section 4117 of the Ohio Revised Code, including the right to strike, upon expiration of the impasse proceedings.

D. Negotiations – General Provisions

1. Each party shall maintain the items under consideration in confidence. No news releases shall be made except by mutual agreement. Meetings shall be scheduled without interruption of school schedules, except as mutually agreed to do otherwise.

2. When an agreement has been approved by the Association and the Board of Education, the Board of Education shall furnish an electronic PDF copy of the Agreement to the Association President and shall post a copy of the agreement on a digital platform that is agreeable to both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this collective bargaining agreement.

2. A grievant shall be defined as the person(s) and/or association who have allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract.

3. For purposes of Article 3, day(s) shall be defined as a weekday excluding Saturdays, Sundays, and holiday breaks.

B. Grievance Steps

1. Step One

   a. Grievants shall first discuss the alleged grievance with the building principal and indicate that this is step one of the grievance procedure. Both parties may be accompanied by an employee of the district. Every effort shall be made to resolve the grievance at the informal level.

2. Step Two

   a. If this discussion at step one does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to file a written grievance with the building principal involved in

step one. If said grievance is not filed within twenty-one (21) days after the discovery of the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the contract. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of said grievance shall be filed with the building principal involved in step one. The grievant shall have a right to request a hearing before the building principal at this level. It shall be at a time mutually agreeable to the grievant and the building principal within ten (10) days of filing the written grievance.

b. The building principal shall take action on the grievance within seven (7) days after the receipt of said grievance, or if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the building principal and sent to the grievant. If the building principal is not available, the grievance may be advanced to the next level seven calendar days after evidenced (dated and initialed by a school administrator) of an attempted filing with the building principal.

3. Step Three

a. If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the principal shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant and the Superintendent shall arrange an acceptable time, place and date of said hearing and shall have the right to be represented at such hearing by a spokesperson of the Association and the Superintendent may be represented by a spokesperson of the Board.

b. The Superintendent or designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

4. Step Four

a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education. Failure to file such appeal within seven (7) days from the receipt of the written decision of the Superintendent shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Board of Education at the next regular meeting after the receipt of the request or at a mutually agreed date. This hearing shall be conducted in executive session. The grievant and the Treasurer shall arrange an acceptable place and time of said hearing and the grievant shall have the right to be represented at such hearing by up to two (2) representatives of the Association and the Board of Education may be represented by persons of their choice.

b. The Board of Education shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days after the next regular meeting of the Board of Education after the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the Superintendent.

5. Step Five

a. Within five (5) days of receipt of the step four decision, or if the Board of Education fails to file a timely response, the grievant, if not satisfied, may request in writing to the Superintendent and the American Arbitration Association to have a hearing before a binding arbitrator.

b. Selection of the binding arbitrator shall be by mutual agreement by a representative of both parties from a list supplied by the American Arbitration Association. Selection of the binding arbitrator shall be pursuant to the rules of the American Arbitration Association.

c. The hearing shall be scheduled to take place at the earliest possible date. The cost of the binding arbitrator shall be shared equally by the parties.

d. The arbitrator's binding disposition of the grievance will be forwarded to the Association President and the Board of Education President. The association and the Board shall accept as binding the disposition of the mutually agreed upon binding arbitrator.

C. General Provisions

1. The time limits provided for in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

2. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure, except that the Association will be informed of any result that affects the agreement.

3. Any grievance not answered by the Administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.

4. All grievances, processed responses and dispositions under this grievance procedure shall utilize the prescribed grievance procedure forms contained in this negotiated agreement.

5. The Association shall have the exclusive right to determine whether to proceed to the binding arbitration step of the procedure.

6. Every attempt shall be made to schedule all meetings and hearings at a time and place, which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

7. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

8. A grievance may be withdrawn by the Association at any time without prejudice.

NAME OF GRIEVANT _____ GRIEVANCE NO. _____

ASSIGNMENT _____

DATE _____ BUILDING _____

STEP II

GRIEVANCE REPORT FORM
(To be filed- with the Principal)

A. Date of Grievance _____

B. (1) Statement of Grievance _____

_____

_____

_____

(2) Relief Sought _____

_____

_____

_____

_____

_____

_____ _____
Grievant Date

C. Disposition by Administrator _____

_____

_____

_____

_____ _____
Signature Date

1 Copy to Each of the Following:
-Grievant
-Association Representative
-Superintendent

NAME OF GRIEVANT_____ GRIEVANCE NO. _____

ASSIGNMENT _____

DATE _____ BUILDING _____

STEP III

GRIEVANCE REPORT FORM
(To be filed- with the Superintendent)

A. Position of Grievance _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

A. Disposition by the Superintendent _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

1 Copy to Each of the Following:

-Principal
-Grievant
-Association Representative
-Superintendent

NAME OF GRIEVANT _____ GRIEVANCE NO. _____

ASSIGNMENT _____

DATE _____ BUILDING _____

STEP IV

GRIEVANCE REPORT FORM
(To be filed- with the Board of Education)

A. Position of Grievance _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

A. Disposition by the Board of Education _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

1 Copy to Each of the Following:

-Principal
-Grievant
-Association Representative
-Superintendent

ARTICLE 4
JOINT ADMINISTRATION – ASSOCIATION MEETINGS

At the request of either party, administrative representatives and building representatives will meet at the earliest time agreeable to both parties to discuss matters of importance. Each party may have up to four (4) persons representing them at the table. The Superintendent or his/her designee and the President of the Association or his/her designee will be in attendance at Joint Administrative – Association Meetings.

ARTICLE 5
ABSENCE

Members shall report all absence days by submitting the information into the online management system for approval. A member needs to indicate if the day is for a specific immediate family member, or if the day is for the member. For professional meetings, the staff members shall fill out a Professional Leave Request Form for approval prior to being absent for any professional meeting day.

A. Sick Leave

1. Each member of the bargaining unit who is employed by the district shall be granted sick leave with pay at the rate of one and one-fourth (1 ¼) days per month of service to a maximum of fifteen (15) days per school year. Sick leave shall be cumulative without limit. Certified employees without accumulated sick leave will be advanced five (5) days for the remainder of the current school year with the provision that such advanced sick leave shall be recovered from final settlement from any employee who leaves or terminates his contract prior to the completion of the current school year. Those employees that remain in the employment of the Board shall restore the advance leave the following year.

2. Members may use sick leave for absence because of the following reasons:

    a. Personal illness, injury, pregnancy or illness caused by pregnancy. Members who are absent for five or more consecutive workdays due to personal illness, upon returning to work, must provide medical documentation from the attending physician clearing the employee to return to work. The documentation must be provided to the treasurer.

    b. Maternity Leave: Sick Leave can be used by a pregnant employee before and/or after delivery, provided the employee is unable to work because of health reasons or medical appointments connected with pregnancy, delivery, or medical complications there from. Starting on the date of delivery, consecutive sick leave will be limited to a maximum of six (6) calendar weeks (not including holiday breaks; summer vacation is not a holiday break). For example, if a member gives birth on June 10, the maternity leave would end on July 22. If extra leave is necessary for medical reasons for either the mother or the baby(ies), such leave must be certified by a physician. If additional time is desired, see FMLA.

    c. Paternity Leave: Sick Leave, for spousal or baby care, can be used by an employee before or after delivery. Following the date of delivery, consecutive sick leave will be limited to a maximum of three (3) calendar weeks without a doctor's excuse (not including holiday breaks; summer vacation is not a holiday break). For example, if an employee begins paternity leave on May 20, the leave would end on June 10. If an employee chooses to return to work for partial duty (e.g., coaching duties) during the specified three (3) week period for paternity leave, no adjustments in sick leave will be made unless the member returns to work fulltime before the approved leave expires. If additional leave is necessary for medical reasons for either the mother or the baby(ies), such leave must be certified by a physician. If additional time is desired, see FMLA.

    d. Adoption Leave: Adoption of a child shall constitute just reason to request three (3) weeks (not including holiday breaks) of paid leave. To qualify for adoption leave, documentation of scheduled adoption must be submitted to the administration and leave will be granted if it is at or near the time of adoption.

e. Exposure to a contagious disease, which could be communicated to others.

f. Illness or injury in the member's immediate family. "Immediate Family" means spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandchildren, grandfather, and grandmother, and any person over which the member holds documented legal guardianship. Upon marriage, a spouse's immediate family becomes part of the member's immediate family. Staff members shall indicate the relationship to the immediate family when utilizing this sick leave.

g. In the event of the death of a member's immediate family as described in letter f above, the member may use up to five (5) days of sick leave. Additional time requested and granted will be at the sole discretion of the Superintendent.

h. In the event of the death of a member's non-immediate family or close friends, sick leave may be granted at the sole discretion of the Superintendent.

B. Personal Leave

1. All certificated employees are granted personal leave at their rate of employment for private business and emergencies not covered by sick leave. The amount of granted personal leave will be a maximum of three (3) unrestricted days per school year.

2. Personal Leave may not be used on days when the member is administering or assisting in the administration of a State mandated test or on scheduled staff professional development days.

3. At the end of each contractual year, at the option of the teacher, two (2) unused personal leave days may be carried over to the following school year and added to the member's personal leave accumulation, not to exceed a total of five (5) days per school year, or paid out to the member at the rate of two hundred ($200) dollars per day. There shall be a limit of payment for three (3) unused personal leave days per school year.

4. Only 10% of the certificated employees may use personal leave at any one time. Requests for personal leave must be submitted for approval at least five (5) days prior to the date of absence. Failure by the Board to provide a response to the member's leave request within five (5) days shall be deemed approved.

5. At the Superintendent's discretion, the 5-day notice, 10% limitation requirement, and/or the restricted use of personal leave on State mandated test or on scheduled staff professional development days may be waived.

C. Medical Leave

1. Each member of the bargaining unit who is unable to work because of illness and/or other disability, including, but not limited to pregnancy and who has exhausted or chosen not to utilize sick leave benefits, may request and shall be placed on an unpaid leave of absence for the period of time said member is medically unable to perform normal duties to a maximum of two (2) consecutive years.

2. Any member placed on medical leave without pay may continue to participate in any and all of the group insurance plans provided that 100% of all employee-selected premiums are paid each month in advance by the member.

3. At the expiration of a medical leave, the Superintendent or designee shall require a returning member to provide a medical statement from the attending physician stating that the member is able to resume normal duties.

4. Upon the return to service at the expiration of medical leave, the member shall resume the contractual status, held prior to such leave.

D. Legal Obligations – Jury Duty

1. In the case of jury duty, or when subpoenaed by a court of law for school related business, the Board will grant a leave of absence for legal purposes. The member serving on jury duty shall endorse to the Treasurer of the Board of Education, all fees received for serving on jury duty within ten (10) days of receipt of compensation.

E. Professional Leave

1. Offsite Professional Leave

   a. Expenses for professional meetings attended by certified staff members, upon approval by the Board of Education, will be paid by the Board of Education upon submission of expenses and a report of the meeting attended to the Board of Education. Upon receipt of the Professional Leave Request and Reimbursement Form, the Board shall provide a response to the member's professional leave request within (10) days of receipt or the leave shall be deemed approved.

   b. The member may request the professional meeting registration fee be paid in advance by the Treasurer's Office if submitted two weeks prior to the registration deadline. The member must submit a completed registration form and requisition, which is signed by the appropriate building principal with a copy to the superintendent.

   c. If the member requires lodging for overnight stay related to the professional meeting, the school district shall reimburse the member up to two hundred fifty dollars per night. A state and/or city tax-exempt form must be requested by the member to be used by the member. Lodging registration is the responsibility of the member.

   d. Reimbursement for professional meeting expenses related to meals (up to $50 per day), mileage (to be paid at IRS rate), and other approved fees will be paid to the member upon completion of an Expense Report. All itemized receipts for expenses must be attached. The form must be submitted within thirty (30) days of the completion of the conference to receive reimbursement.

   e. The Treasurer's Office must be notified immediately if the member cancels attendance to the professional meeting in order to recoup any registration fees paid in advance. The member shall be responsible for any costs incurred due to the cancellation unless the cancellation is due to emergency circumstances beyond the member's control.

2. Onsite Professional Leave

   a. For a teacher to be released from normal assignments in order to perform other onsite professional responsibilities, the teacher must first enter the leave into the online management system for administrative approval.

   b. Intervention Specialists may be excused from normal teaching duties and allowed up to three (3) professional days to be used onsite to complete documentation, prepare for meetings, etc. Professional days allowed are based upon each Intervention Specialist's caseload as follows:

      Caseloads of 5 to 8 students: allowed one (1) professional day

      Caseloads of 9 to 12 students: allowed two (2) professional days

      Caseloads of 13 or more students: allowed three (3) professional days

F. Parental Leave

1. Parental leave without pay for a period not to exceed beyond ninety (90) days will be granted to certified members requesting such leave, which shall include adoption. The date established for the beginning of

such leave shall be established by the member. The request shall be submitted at least thirty (30) days prior to the date of which the leave would be scheduled to begin. This provision may be waived by the Superintendent in emergency situations.

2. Upon return to service at the expiration of parental leave, the teacher will resume the same contractual status held prior and shall be returned to the same position if returning within the same school year. Upon approval of the Board of Education, the bargaining unit member may return from parental leave earlier than previously established. In the event of a reduction in force, the provisions of parental leave reinstatement will be superseded by the reduction in force language contained in Article 7.

G. Assault leave

1. Any teacher who is assaulted physically and/or mentally due to association with their employment shall receive assault leave from the day of the assault. The leave shall not be deducted from the employee's sick leave accumulation. The assaulted teacher shall inform the Superintendent of the need to use assault leave. Approval shall be through the current online management system for absences.

H. Family and Medical Leave

1. In addition to the leaves of absence provided for by this contract, all bargaining unit members shall be guaranteed rights and benefits of the Family and Medical Leave Act of 1993 (Public Law 103-3), which are separate from, and in addition to, the leaves provided for in this contract.

2. For purposes of determining eligibility, the anniversary date shall be determined by the first day of FMLA usage by each employee.

I. Unpaid Leave of Absence (Deduct/Non-Paid)

1. Employees of the Millcreek-West Unity School District desiring to be absent from their contracted position on a contracted day(s) for reasons that do not qualify under the provisions of sick, personal, professional, or other qualified leave, may do so through a written request presented to the Superintendent of Schools.

2. Approval shall be at the sole discretion of the Superintendent who shall take into consideration such factors as the number of dock days previously requested by the employee, the needs of the District for the particular day(s) requested, the timeliness of the request, and any other factor determined relevant by the Superintendent.

3. If the Superintendent approves the leave request, the employee will experience a salary reduction that corresponds to the number of days that were approved. In addition, the employee will be responsible for the payment of any insurance and/or fringe benefits that are normally provided by the Board of Education. The total cost of the yearly benefits will be divided by the number of contractual days for the employee. That figure will be the daily payment the employee is responsible for and will be multiplied by each day missed during the leave.

J. Falsification of Leave

1. Employees who falsify the reasons for leave will be considered to be in violation of the written rules and regulations of the Millcreek-West Unity Board of Education and will be subject to discipline, which may result in suspension or termination.

ARTICLE 6
DUES, DEDUCTIONS AND PAYROLL

A. Pay Periods

1. Teachers will be paid annually in twenty-four (24) installments. Payment shall be received through electronic transfer and will be made on the fifth (5th) and twentieth (20th) day of the month. When the fifth

(5th) and/or twentieth (20th) day of the month falls on a non-banking day, funds will be deposited on the business day prior to the date originally scheduled for deposit.

B. Payroll Deductions

1. Bargaining unit members are entitled to the use of the payroll deductions for the following:

   a. Membership dues for the teaching association.

   b. Insurance partially provided for by the Board of Education.

   c. Annuities as stated in Board Policy as follows:

      i. A new company must be approved by the Board of Education

      ii. There must be a minimum of three (3) employees to participate in the program.

   d. EPAC (Educators for Political Action Committee). A Payroll Deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. The form shall indicate the amount of each deduction and the number of deductions to be made.

   e. 125 Plan

   f. Health Savings Account (HSA)

   g. Health Reimbursement Accounts (HRA)

C. Dues Deductions

1. Upon written request (authorization form is acceptable) of a member, received by the Treasurer between September 1st and September 15th of each school year, the Treasurer shall deduct Association dues from the pay check of a member. Deductions shall be made in twenty (20) equal installments beginning with the second pay in September. The Treasurer will remit payment to the local association monthly by the last day of each month.

2. Exceptions such as a teacher being employed after the beginning of the school year will be considered.

3. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year, unless the individual opts out of the association membership. The window to notify the association of the desire to opt out of membership is from August 1 through August 31.

ARTICLE 7
EMPLOYMENT

A. Reduction in Force

1. Staff Reductions

   a. The following procedures shall govern the reduction of certified staff made necessary as a result of the reasons set forth in Ohio Revised Code section 3319.17, lack of sufficient operating funds, financial reasons, decreased enrollment of pupils on a district, building, or grade level, return to duty of regular teachers after leaves of absence, suspensions of schools or territorial changes affecting the district.

2. Attrition

   a. To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with O.R.C. 3319.11 and other related sections of this Master Agreement.

3. Reduction Other Than By Attrition

   a. To the extent that reductions under "A" are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff means that a teacher's contract(s) will be suspended.

   b. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

   c. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

   d. Any teacher who has been laid off shall have his name placed on a recall list.

4. Seniority and Certification

   a. A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

   b. Seniority shall be determined by the length of continuous service in the school system.

   c. Among those with the same length of continuous service, seniority shall be determined by:

      i. The date of the board meeting in which the teacher was hired; and then by

      ii. A coin flip.

   d. Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list pursuant to 5-d below, that person's seniority within the system is broken. The continuous service of a teacher, who has returned to employment, will be measured from the date of return.

   e. No later than January 30th of each school year, the Association President shall receive in writing, a copy of the seniority list.

5. Recall

   a. Teachers on the reduction in force list shall return to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are certified, before any permanent teacher, full, part-time or substitute is hired.

   b. In the event a vacancy(s) becomes available, the Board will recall the teacher to active employment status by giving written notice to the teacher.

i. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the board, in writing, of any change in address.

c. A teacher on the reduction in force list shall have the right to accept or refuse a position, which is offered. However, if the teacher refuses a position for which they are qualified which is equal in hours to the position from which they were riffed, they will be deleted from the recall list. Then the offer of the position shall go to the next certified teacher on the recall list.

d. A teacher's name shall remain on the reduction in force list for two (2) school years (July 1 – June 30) following the date of placement on the list.

B. Vacancies (Supplemental Contracts Excluded)

1. This section is to provide an orderly process through which certificated employees of the Millcreek-West Unity School District will be able to learn of teaching vacancies in the system for which they may wish to apply. Nothing agreed to herein shall diminish in any way the Board's authority to employ teachers as directed by legislation in O.R.C. 3319.07 and 3319.08.

a. Upon the occurrence of one or more vacancies, the Superintendent will prepare a notice of all vacant positions, which shall be emailed to each member's school email address. Unfilled positions may be posted on the District website for consideration of external candidates, not earlier than five days after issuing the notice of vacancies via email. In the event the Superintendent determines that it is necessary for District operations and after consultation with the Association President, the position may be posted simultaneously with the sending of the notice of the vacancy email. Once a vacancy has been posted via email, bargaining unit members that have an interest in applying for said vacancy shall notify the Superintendent within five (5) working days after the posting date. In such an event, the Superintendent shall not fill such a position for at least five days from the date of the posting and notice.

b. Vacancies shall be filled based on the best interests of the students as determined by the Superintendent, who shall not use seniority or continuing contract status as the primary factor in determining the teacher best to fill the vacancy.

c. If a bargaining unit member's emailed request for transfer to fill a vacant position is not approved, the Superintendent or principal will notify bargaining unit applicants to discuss the assignment within three days after a decision is made.

C. Assignment – Transfer (Supplemental Contracts Excluded)

1. This provision establishes guidelines, which will inform teachers of assigned positions for the coming school year. This section also outlines the procedures, which will be followed when a transfer of teaching assignment is being considered.

a. A letter of the intent of assignment for the next school year shall be issued to each certificated staff member by June 1st if the assignment is different than the current year.

b. A letter of assignment for the next school year shall be issued to each staff member by July 1st for those differing from June 1st intent. This shall include grade level, subject area and building.

c. If circumstances such as, but not limited to, enrollment, certification and change of number of class periods necessitate a change after June 1st, it shall be the Superintendent's right to make such change of assignment as provided in O.R.C. 3319.01. A conference will be held shortly after the needed change is known, between the Superintendent or his designee and the teacher, to explain why the change is necessary.

d. Assignments shall be made based on the best interest of the students as determined by the Superintendent. The above provision will not be construed to limit the Board's right to fill vacancies from outside the present staff when the situation necessitates.

e. No bargaining unit member will be involuntarily transferred more than once every two (2) years.

D. Employment

1. Contract Sequence

a. A new employee shall receive a one-year regular contract from the Board of Education.

b. A second contract shall be for one year with the Board reserving the right to issue a contract of longer duration by a recommendation from the Superintendent.

c. Subsequent limited contracts shall be for three years with the Board reserving the right to issue one year or two year contracts with the teacher(s) having from the Superintendent, the reasons for the contract(s) of less than three years when recommended by the Superintendent.

d. Nothing in a, b, or c above shall prevent the Board from employing teachers on contracts longer than the limits imposed by a, b, or c above when recommended by the Superintendent.

e. Teacher(s) who become eligible for continuing contract status during a multi-year contract may request the Superintendent to recommend continuing contract status for the teacher(s) to the Board of Education.

2. Continuing Contract Eligibility

a. Any bargaining unit member employed by the Board who will be eligible for a continuing contract for the succeeding year shall provide written notice to the Superintendent that the member is eligible for a continuing contract no later than November 1 of the current school year. 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, a 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, a one (1) year limited contract for the following school year may be granted rather than a continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.

c. If a member reaches eligibility during the term of a multi-year limited contract, the member may notify the Superintendent of eligibility and the Board shall consider the member's request to be granted a continuing contract. If a continuing contract is not granted, the member will continue on the current multi-year contract until it expires.

d. If a member submits a request for continuing contract, and the Superintendent determines that the member is in need of further professional development, the member may be issued a one or two year extended limited contract. Upon completion of this extended limited contract, the member must either be granted a continuing contract or be non-renewed.

e. A member becomes eligible upon satisfaction of the requirements of Ohio Revised Code sections 3319.08 http://codes.ohio.gov/orc/3319.08 and 3319.11 http://codes.ohio.gov/orc/3319.11.

f. Upon receiving the notice from a member who is eligible for a continuing contract and after having completed the evaluations of the member as required by Article VII, if the Superintendent believes that the member is in need of further professional development, the Superintendent may

recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

g. The provisions of this Section are intended to and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contract.

3. Termination of a Limited or Continuing Contract

a. Nothing, herein, shall prevent the right(s) of a teacher(s) to request a termination hearing as provided by O.R.C. 3319.16 and 3319.161 respectively. Termination shall be governed by ORC 3319.16 and 3319.161 and shall not be subject to the grievance procedure.

4. Non-Renewal of Limited Contract(s) (Supplemental Contracts Excluded)

a. In the year of the expiration of the limited contract(s) under which the teacher(s) is/are employed, the Superintendent shall notify, by May 10, the teacher(s) whom they believe will not be renewed. At the request of the teacher, made within two (2) workdays of the date of the notice, the Superintendent shall give a written statement as to why the teacher's contract will be recommended for non-renewal. The statement shall be provided within five (5) days of the request.

b. The written reasons provided by the Superintendent when requested in writing from the teacher(s) will be actual reason(s) for the Superintendent's recommendation for non-renewal of the teacher(s) limited contract(s), i.e.:

i. Performance record of the teacher(s), which will include current evaluations.

ii. Defined activities of the teacher(s), which could diminish his/her effectiveness as a teacher(s).

iii. Other just cause(s) defined.

c. Within five (5) workdays of the notice from the Superintendent, the teacher may request, in writing, a hearing before the Board at a special or regular board meeting. The hearing will be held before June 1st of the year in question. The teacher shall be notified of the date of the hearing, in writing.

d. The teacher(s) may have the following rights at the Board non-renewal hearing. To request and have:

i. A public or executive session.

ii. A Representative of the Association

iii. A Representative of the teacher's choice.

iv. A Representative of the school district.

v. Written materials to present to the Board from the school district and the school files.

e. Within five (5) school days and after reviewing the data presented to the Board of Education, the Board will take action on the Superintendent's recommendation of non-renewal of the teacher(s) limited contract and notify the teacher of its decision in writing.

f. The provisions of this section are intended to supersede conflicting language of O.R.C. section 3319.11.

5. Retired Employees Re-employed By Board in Bargaining Unit Positions

a. Teachers who have retired and who are or will be receiving benefits through STRS or any other retirement system may be employed by the Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the West Unity Board of Education or not, will be offered employment. The district reserves the right to offer or not to offer such employment selectively, based on the needs of the district, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

b. The salary to be paid to the retired teacher for each year of employment shall be at step 5 of the negotiated agreement salary schedule.

c. Individuals employed pursuant to this provision shall not be eligible for health insurance benefits provided under this Agreement unless STRS changes its regulations and does not offer health insurance for rehired retired teachers. Should that occur the rehired retired teacher shall be offered a paid health benefit package at the Board paid percentages.

d. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

e. Each one-year contract shall automatically expire upon the completion of the year and it shall not be necessary for the district to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

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

g. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.

h. Teachers employed pursuant to this provision shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re-employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of zero.

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

E. Evaluation

1. All bargaining unit members meeting the statutory definition of teacher or counselor pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board adopted evaluation policy (PO 3220 & PO 3223) and any memoranda of understanding entered into by the parties.

2. Bargaining unit members who do not meet the statutory definition of teacher or counselor shall be evaluated according to this Article. Those members shall be observed and evaluated using the same timelines and frequency for any State Mandated Evaluation System as set forth in the Board adopted evaluation policy and any memoranda of understanding entered into by the parties.

3. It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

4. Teacher/counselor evaluation in the Millcreek-West Unity School District shall serve a dual purpose:

    a. To provide a sound basis for improvement

    b. To provide an objective measure of effectiveness.

5. The evaluation instruments utilized will be the agreed upon forms for evaluations. Upon the request of either party, instruments will be reviewed by the OTES Committee with the results recommended to the Board of Education for adoption.

6. The building principal, who is the teacher's immediate supervisor, has the primary responsibility for evaluating regular education teachers. The special education supervisor, as the direct supervisor of the program and teachers, can evaluate all intervention specialists. If there is a question of disciplinary action as a result of this observation, the special education supervisor and building principal will consult and build the improvement plan with the teacher in question. In addition, if a building principal is unable to fulfill evaluation requirements due to an extended absence from work, another administrator hired by the Board of Education and after consultation with the association president, may be temporarily assigned all of the absent administrator's duties including, but not limited to, evaluations.

7. The teacher may attach a statement to all documents pertaining to renewal or non-renewal. This statement must be attached to the document within 10 working days of receipt of the document by the teacher.

8. A copy of all documents pertaining to renewal and non-renewal will be given to that teacher.

9. Items to place on an evaluation instrument:

    a. A teacher's signature indicates the evaluation has been read.

    b. Comments pertaining to unsatisfactory areas. This will depend upon the areas defined on the instrument.

<u>OhioES Provisions</u>:

10. The Board of Education administrators will complete evaluations using an application stored or uploaded from a web-based program, which is currently the evaluation instrument developed by ODE. Only the final summative rating shall be uploaded to OhioES after the final summative conference. Evaluators shall be the member's immediate supervisor (e.g., building principal or director of student services) unless the supervisor is on an approved leave of absence. In this instance, the evaluator shall be an administrator employed by the Board of Education.

11. <u>Professional Growth & Improvement Plans</u>:

    a. Annually, each teacher must develop either a Professional Growth Plan or an Improvement Plan. The plan is based on the final holistic rating from the most recent evaluation and observations, as long as the most recent evaluation and observations are from Hilltop Schools.

    b. Teachers are required to have one goal. In the event the District is required to have an improvement goal, there will be one additional building/district goal that is aligned to a school district and/or building improvement plan(s).

    c. The Professional Growth Plan (PGP) will be returned within five (5) workdays to the teacher.

d. A teacher who is new to the profession or District develops a Professional Growth Plan collaboratively with the evaluator.

e. A teacher with a Final Holistic Rating of **Accomplished** develops a self-directed Professional Growth Plan annually.

f. A teacher with a Final Holistic Rating of **Skilled** develops a Professional Growth Plan annually, working jointly with the evaluator.

g. A teacher with a Final Holistic Rating of **Developing** annually develops a Professional Growth Plan guided by the evaluator.

h. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the evaluator, with input considered from the teacher. The Improvement plan shall be completed and returned to the teacher by the last teacher workday of the school year. The plan shall remain effective for one school year before any changes are made to the plan. Any required PD will be provided at Board expense.

i. All Professional Growth Plans must be submitted on or before September 20 and approved by the evaluator and returned by September 30.

j. Members who are placed on an Improvement Plan shall be evaluated by the administrator who placed the member on the plan. The member shall also have the option to request that the Superintendent assign a different District administrator to conduct the evaluation.

12. Schedule of Observations:

a. The first holistic observation cycle shall be completed no later than December 15.

b. The second focused observation cycle shall be completed no later than April 15.

c. A 3rd observation cycle, if necessary, shall be completed no later than May 1.

d. Observations shall not be conducted on a day before or after the following:
   - A holiday or school break period
   - Any pre-approved leave of absence in excess of five (5) consecutive working days.

e. If an observation has to be rescheduled due to the absence of either a member or administrator, or due to school being closed on the scheduled day, the deadline will be extended by the same number of days as the absence.

f. Observations will not be audio or videotaped.

g. Members who are rated **Accomplished** or **Skilled** shall be observed and evaluated in accordance with the manner and frequencies set forth in Ohio Revised Code sections 3319.111 and 3319.112. Teachers receiving a **Skilled** or **Accomplished** rating on their last full evaluation cycle will be observed on the less frequent cycle specified in ORC. Teachers receiving a rating of **Ineffective** or **Developing** will follow the full-cycle evaluation. Teachers who are rated **Skilled** will follow a two-year cycle, with one 30-minute observation during the off year Teachers who are rated **Accomplished** will follow a three-year cycle, with one 30-minute observation during an off year.

h. Members eligible for contract renewal who are on an off-year OTES cycle due to a rating of Accomplished or Skilled shall have a minimum of one (1) thirty-minute observations using the off-year cycle OTES form, and zero (0) walk-through evaluations. These members would not be subject to the full OTES evaluation procedure and corresponding OTES rubric.

i. During an off-year observation, a preconference will not be required.

13. Conferences, Formal Observations, & Evaluations

a. A pre-conference shall be held within three (3) workdays prior to the occurrence of each observation, unless the teacher being evaluated requests to hold the conference four to five days before the first observation. The teacher shall submit a written response to at least one question from each of the six domains from the ODE pre-conference planning form by the pre-conference meeting.

b. A post-conference shall be held after each observation. The post-conference shall be held within seven (7) workdays of the observation, with a first draft of the form provided to the teacher within twenty-four hours before the post-conference meeting. This conference may be held prior to the 24-hour period, if agreeable to both the principal and the teacher. The teacher and evaluator will finalize the form during the post-conference meeting.

c. Observations shall not unreasonably disrupt or interrupt the classroom-learning environment. Members shall be advised of the date(s) the administrator intends to conduct formal observation(s). If the administrator or member is absent any day after the completion of the observation, or if school is closed, the post-conference deadline shall be extended by that number of days.

d. During the post-conference after the Formal Holistic Observation, the teacher and evaluator will determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both.

i. Teachers with a Final Holistic Rating of **Accomplished** will select their own focus area(s).
ii. Teachers with a Final Holistic Rating of **Skilled** will select focus area(s) in collaboration with their evaluator.
iii. Teachers with a Final Holistic Rating of **Developing** will receive guidance from their evaluator to determine focus area(s).
iv. Evaluators will select the focus area(s) for teachers with a Final Holistic Rating of **Ineffective**.

14. The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated (see OTES Policy 3220 & OSCES Policy 3223 for more evaluation exceptions).

15. Walk-Through Evaluations:

a. Walk-throughs shall be completed in accordance with the classroom walkthrough document (ODE/OTES 2.0 Walkthrough General Form), and shall be for 5-10 consecutive minutes.

b. Two (2) walk-throughs shall be completed on the following schedule:
i. The first walk-through shall be completed during the first semester and no later than December 15;
ii. The second walk-through shall be completed during the second semester and no later than April 15.
iii. The member shall be provided a copy of the completed walk-through form no later than (3) workdays after the completion of the walk-through.
iv. If the administrator or member is absent, or school is closed on any day of the (3) workdays after the completion of the walk-through, the deadline shall be extended by that number of days.

16. OTES Committee

a. An Ohio Teachers Evaluation System (OTES) Committee shall be created which shall consist of up to nine (9) team members: up to six (6) appointed by the Association and up to three (3) building administrators appointed by the superintendent. Additional administrators may be present in an advisory capacity.

b. The Association shall ensure the appointees are representative of the elementary, junior high, high school, and specialty areas.

c. The committee shall make recommendations to the Board of Education, Administration, and Association relating to High Quality Student Data (HQSD).

d. If committee meetings are held during the school day, release time shall be provided. If the meetings are held outside the regular workday, the committee members will be paid according to the negotiated agreement supplemental contract.

e. The committee will meet to establish expectations for viability of HQSD. Evaluators shall conduct a meeting to review HQSD no later than May 20.

17. High Quality Student Data (HQSD)

a. All teachers shall be offered training on the utilization of vendor assessments by September 20, if vendor assessments are to be used for HQSD.

b. Teachers shall submit the completed HQSD verification form with two sources of HQSD no later than October 1, and the second semester HQSD no later than January 15.

c. The HQSD committee shall review to approve or reject and return to the submitter by October 15, and the second semester HQSD submittals will be reviewed and returned to the submitter by January 30.

d. The OTES committee shall review HQSD to approve or reject the HQSD Verification Form. Any HQSD Verification Form that is rejected must be resubmitted no later than 10 workdays after receipt of the rejection.

e. All final HQSD results must be submitted no later than April 20. Evaluators shall conduct a meeting to review HQSD submittals no later than May 5.

18. Copies of the evaluation shall be provided to the member at the final evaluation conference. Members shall sign their evaluations. A signature does not indicate agreement with the contents of the evaluation, only that the member has been given a copy of the evaluation. Members may attach a rebuttal to their evaluations within ten (10) days of receipt.

19. Counselors will be evaluated using the Ohio School Counselors Evaluation System (OSCES).

20. The decision to non-renew a member's regular contract shall not be based solely on HQSD. The member may request that HQSD be taken into consideration before the recommendation of non-renewal.

21. Members will be notified if a public records request is made for their evaluations. Upon knowledge of the request, attempts to notify the member will be made within 24 hours.

22. **Teachers shall only be required to submit written OTES documents.**

F. School Calendar

1. **The work year for members will consist of no more than one hundred eighty two (182) days. There shall be one (1) day before school starts and one day at the end of the year.**

G. Extended Days

1. **The Superintendent and/or Superintendent's designee will notify the Association President of any change to the number of extended days that will be offered to a bargaining unit member, as well as when extended days are to be initially offered to a bargaining unit member.**

H. Teaching Hours and Load

1. Length of Workday

    a. The maximum length of workday for members of the bargaining unit shall be seven (7) hours and twenty-five minutes.

2. Duty Free Lunch

    a. Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch.

3. Substitute by Period (45 minutes constitutes a period)

    a. A teacher can be asked to substitute during a conference period and if the teacher accepts the assignment will be reimbursed $32.00 per period to cover the class.

I. Preparation Time

Members of the bargaining unit shall be provided no less than two hundred (200) minutes per week as planning and conference time. This time will not be made up if it occurs during assemblies, calamity or delay time, semester exam days, or if a substitute cannot be secured for any special class, such as: physical education, music, art class, technology class, or SEL lesson, which would occur at that scheduled preparation time. Effort will be made to schedule one such period per day.

J. Personnel Files

1. There shall be only one personnel file whose contents may be used in making and/or supporting and/or substantiating personnel decisions. This file shall be maintained in the office of the Board of Education and its contents must be accurate, relevant, timely and complete. All documents placed in the personnel file shall be reviewed with the employee and the employee shall sign and date the document before placement in the file. The signature verifies only that the employee has viewed the document and has the right to attach a written rebuttal. The Superintendent and Principal may keep a personnel file for anecdotal and informational purposes.

2. Staff members shall have the right to review with the Superintendent or the Superintendent's designee the contents of their official personnel file and shall have the right to attach comments in the file.

3. Any document or notation placed in the official personnel file which adversely reflects upon the staff member's conduct, service, character or personality shall be reported to the staff member and the member will be permitted to read the document or notation. Staff members may copy any document in their file at no cost.

4. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.

5. Members will be notified if a public records request is made for information in their personnel file. Upon knowledge of the request, attempts to notify the member will be made within 24 hours. The School Treasurer will maintain documentation of the request.

K. Teacher Facilities

1. The Board of Education will make available for members use of the following:

    a. Restrooms

    b. Work area

c. Parking area

d. A private and clean area for breastfeeding members to express milk. This area shall have electricity, and will not be a bathroom. The Board agrees to provide break time for members to express milk as needed.

L. Personal Information

1. Staff members are not required to provide personal phone numbers or personal email addresses to students, parents, and community members.

ARTICLE 8
OTHER PROVISIONS

A. Use of Facilities

School district facilities may be used at a reasonable time for Association meetings, upon request by the Association and approval by the administration.

B. School Calendar

Prior to recommending the school calendar to the Board, the Superintendent will meet with representatives of the Association to consider their recommendation.

C. Access to Members

Members of the local Association employed by the Board of Education may meet with fellow members of the Association to conduct official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. All other OEA personnel will be considered visitors and follow Ohio Revised Code sections 2917.211 and 3313.20.

D. No Strike

The Association agrees that there will be no strike or any other type of action, which would tend to interfere with the operation of the schools during the life of this agreement.

E. Severability

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue to full force and effect.

2. It is further agreed that within ten (10) days of receipt of notification to either party of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

F. Just Cause

No teacher shall be disciplined, reduced in rank or compensation without just cause.

G. Union Rights

The Union President shall receive the complete Board Agenda and accompanying data at the same time it is sent to Board Members or by 1:00 pm the Friday before a Board meeting.

H. Local Professional Development Committee

1. The Millcreek-West Unity Local Professional Development Committee (LPDC) shall determine whether course work that a district teacher or a district administrator proposes to complete meet the requirements of the State Board of Education Rules found in section 3319.24, et seq. Of the Ohio Administrative Code.

2. The Millcreek-West Unity LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Proposals to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement.

3. The LPDC shall be composed of at least five (5) members, a majority of which shall be selected by the Millcreek-West Unity Education Association. Members shall be selected for a three-year term with alternate selection.

4. The LPDC members shall elect its chairperson.

5. The LPDC members shall determine the meeting times, places, dates, and frequency of meetings to be held.

6. The LPDC shall determine its rules for voting, planning, or other organizational issues that are in compliance with the Master Contract and the Ohio Revised Code.

7. The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Development Plans (IPDP's) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. The Board shall provide a confidential secretary to oversee the electronic records of the LPDC.

8. Appeals of decision of the LPDC shall be directed to the LPDC Appeals Committee, which is separate and apart from the LPDC. The LPDC shall determine the composition of the LPDC Appeals Committee. Should the decision of the LPDC Appeals Committee be unsatisfactory to the teacher member, the member shall have the right to appeal to the State level body.

I. Resident Educator Mentor Program

1. The Board of Education and the Association will comply with the requirements of the Ohio Department of Education Resident Educator Program.

2. The evaluation of the Resident Educator Mentor through OTES shall not include evaluation of the performance of the ODE specified duties for a Mentor.

3. All communications and interactions between the Resident Educator and the Mentor are confidential. Except in cases of emergency, or when otherwise required by law, the Resident Educator Mentor shall not provide, nor shall the administration use for evaluation purposes, any information obtained by the Resident Educator Mentor through the Mentor program.

4. At any time, either the Mentor or the Resident Educator Mentor may exercise the option to have a new Mentor assigned by the Board of Education.

5. Compensation:

   a. The mentor teacher shall be given a supplemental contract in an amount as follows per mentee:

      Year 1 – $1,000
      Year 2 – $750

   b. The District Mentor Coordinator shall be given a supplemental contract in an amount of $500 per resident educator, not to exceed $3000 per year, payable upon completion of assignment.

c. Travel reimbursement and other related expenses shall be granted where appropriate.

J. Professional Development Committee

The Board and the Association agree to create a Professional Development Committee effective with the beginning of 2026-27 school year. The Association will appoint up to five (5) members who are representative of the school district to participate on this committee. This committee will meet at least once per year to develop District Professional Development trainings/opportunities for bargaining unit members. Members will receive payment of thirty-two ($32) dollars per hour for all committee work that is performed outside of the contractual work day.

ARTICLE 9
MASTER TEACHER

The Millcreek-West Unity Board of Education and the Millcreek-West Unity Education Association agree to establish a Master Teacher Committee. The purpose of this committee is to designate teachers in the building/district as master teachers.

The Committee shall be odd-numbered [up to five (5) members] and shall be comprised of a majority of Board employed practicing teachers and a minority of Superintendent appointed administration representation.

The master teacher committee shall determine the time, location, and number of committee meetings.

The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure.

The Association shall determine the length of the term of office for the local Association member serving on the master teacher committee.

Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer.

Nothing in the master teacher committee process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

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

As determined by the committee, the Association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

The master teacher members shall be provided release time to perform any and all work pertaining to the master teacher committee duties.

The master teacher committee shall be provided with the equipment, paper, and other materials necessary to perform its duties, as well as adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

The master teacher committee shall determine its own appeals procedure. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement. Issues for appeal are limited to procedural matters in the master teacher committee appeals process.

ARTICLE 10
SALARY AND FRINGE BENEFITS

A. Professional Salary Schedule

2026 – 2027 Base Salary = $42,611

2027 – 2028 Base Salary = $44,315

2028 – 2029 Base Salary = $45,644

B. Supplemental Salary Schedule

1. The supplemental salary schedule will be calculated from the 0 years experience and Bachelor's Degree level of the professional salary schedule. The complete supplemental schedule begins on page 35.

2. Supplemental contracts are to be non-renewed at the end of the current school year. Unless there are job performance concerns, members and non-members will be given the opportunity to return to their previous supplemental position without posting the position as open. Only when someone is not returning to a previous position will the position be posted as open in order to seek new candidates.

C. Health Insurance

1. The Board of Education will provide medical insurance for the certified staff. Employees may elect coverage for each plan year during the open enrollment period, which is in November.

2. The Board will provide the following premium share for members from 1/1/27 – 12/31/29 as follows:

Access + Family	Access + Single	High Deductible Family	High Deductible Single
91%	93%	94%	94%

TruCost RBP Family	TruCost RBP Single
91%	93%

3. For those members who choose a High Deductible Plan, the Board will contribute to a Health Savings Account (HSA) for each year of the contract. The contribution will be made each year in January as follows:

   a. Advantage High Deductible Plan – Annual Board Contribution for the Family Plan: $2000

   b. Advantage High Deductible Plan – Annual Board Contribution for the Single Plan: $1000

4. For members who enroll in Medicare, or otherwise become ineligible to contribute to an HSA, the Board shall maintain a health reimbursement account (HRA), in accordance with IRS regulations, to be used for qualified expenses of such members in lieu of the high deductible plan and HSA contribution as provided herein. Any fees incurred to keep the HRA active will be paid by the Board of Education.

   The Board of Education shall contribute $1,000 into a Health Reimbursement Account annually, for those members who elect a single high deductible health plan, to be used for qualified medical expenses.

   The Board of Education shall contribute $2,000 into a Health Reimbursement Account annually, for those members who elect a family high deductible health plan, to be used for qualified medical expenses.

   If there is a balance in a member's HRA upon retirement, at the member's written request to the Treasurer of Millcreek-West Unity Local Schools, said balance will be transferred to a retiree HRA. Any fees incurred to keep the HRA active will be paid by the retiring member, directly out of their HRA.

If the employee/retiree that holds an existing HRA becomes deceased, any balance of the HRA may be used to pay for the substantiated qualified medical expenses of the surviving spouse, tax dependents, or children under age 27. Once the HRA balance is depleted, the account will cease.

5. Any change in the employee's share of the premium will commence with the District's December payroll for the January insurance payment. Notice will be given to each affected employee prior to any change.

D. Vision Insurance

1. The Board of Education will provide the following costs of vision insurance for the certified staff.

   a. Single Coverage – Full Cost

   b. Family Coverage – Full Cost

E. Dental Insurance

1. The Board of Education will provide the following costs of dental insurance for the certified staff.

   a. Single Coverage – Full Cost

   b. Family Coverage – Full Cost

F. Life Insurance

1. The Board of Education will provide the following costs of term life insurance for the certified staff.

   a. $50,000.00 per employee

2. A member may purchase supplemental life at the member's cost.

G. Incentive for Non-Use of Health Insurance or Reduction in Coverage

1. Non-Use of Board-Provided Health Insurance

   a. A full-time bargaining unit member who is eligible for the Millcreek-West Unity Local School insurance program and who chooses not to take the Millcreek-West Unity Local School health insurance will be reimbursed $2,000.00 per year. A part-time bargaining unit member who is eligible for the Millcreek-West Unity Local School health insurance program will be reimbursed $1,000.00 per year for not taking the Millcreek-West Unity Local School health insurance. This procedure shall be in effect for the duration of the agreement as long as the person remains eligible for health insurance benefits as defined above.

   b. Reimbursement will be paid as follows:

      1. The employee must provide proof of insurance coverage from an entity other than the Northern Buckeye Health Plan (NBHP). Proof of current insurance coverage must be provided to the Treasurer by May 31.

      2. Reimbursement payment will be issued during the last pay period in June. Since the IRS considers this payment income, payroll taxes will be withheld.

2. Reduction in Coverage of Board-Provided Health Insurance

   a. A full-time employee that moves from family coverage to single coverage will receive a one-time only stipend of $2,000.00. The stipend will be paid in two payments, the first payment by January 30 and the second by June 30. Employees must request the drop in health insurance coverage

during the insurance open enrollment period in November. Since the IRS considers this payment income, payroll taxes will be withheld.

3. Notification of Stipend Eligibility

   a. The member must notify the Treasurer of stipend eligibility. Notification must be in writing and submitted to the Treasurer before the end of the insurance open enrollment period in November.

H. Section 125 Plan

1. The Board will provide a 125 tax shelter program to the employees.

I. Severance Pay

1. Severance Pay shall be a one-time lump sum payment and paid through the District's accumulated leave plan. Receipt of payment as described following for the accrued but unused sick leave when the employee retires shall eliminate all sick leave credit accrued by the employee.

2. Eligibility for severance pay shall be determined as of the final date of employment. To be eligible, a teacher must retire from the school system under the State Teachers Retirement System of Ohio. To be eligible for severance pay, a teacher must request severance pay and submit evidence such as a check from the retirement system or a letter stating intent to retire and completion of the State application for retirement benefits. Severance pay must be requested and collected within the same calendar year of the actual date of retirement.

3. Severance pay will be based on years of experience working at Millcreek-West Unity Schools as follows:

Number of Years Experience @ MWU	Maximum Number of Sick Days Accumulated for Severance	Maximum Number of Sick Days Paid for Severance
1 – 5 years	Up to 40 days	25% of 40 = max. of 10 paid days
6 – 9 years	Up to 90 days	25% of 90 = max. of 23 paid days
10 – 15 years	Up to 140 days	25% of 140 = max. of 35 paid days
16 – 19 years	Up to 190 days	25% of 190 = max. of 48 paid days
20 or more years	Up to 260 days	25% of 260 = max. of 65 paid days

4. The per diem rate of pay shall be determined by dividing the employee's salary in effect for that school year by the number of days that teacher is required to work during the year of retirement.

J. College Compensation

The Board of Education will pay 60% quarter hour or semester hours of graduate school training that is college coursework that should be related to education and approved by the Superintendent prior to the beginning of the actual class. If this class is taken during the school year, payment will be made upon submitting of grade report providing no indication of resignation has been made. If work is taken during the summer, payment will be made in September of the school year following the work providing the teacher continues to be a member of the Millcreek-West Unity faculty. There is no limit as to the number of courses that will be approved for payment during the school year (July 1 – June 30). The maximum Board of Education expenditure for each year of the contract will be forty-thousand dollars ($40,000) with no more than four-thousand dollars ($4,000) for any one individual teacher. This will not be paid for minimal certification for eligibility for a different teaching position. Employees must work for the school district one full year after receiving tuition reimbursement or the amount received for that year must be reimbursed to the school district. Employees that retire during the year are not required to reimburse tuition used during that year.

K. State Teachers Retirement System "Pick-Up"

1. The Board will designate the certified teacher's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board (as defined by Internal Revenue Service Ruling 77-464 and 81-36) although they shall continue to be designated as employee contributions (as permitted by Attorney General Opinion 82-097). In order that the amount of the teacher's income reported by the Board as subject to Federal and Ohio income tax shall be the teacher's total gross income reduced mandatory employee State Teacher Retirement contributions which have been designated as "picked-up". The amount designated as "picked-up" by the Board shall be included in computing any final average salary for retirement purposes.

2. Since aforementioned group employee contributions are mostly designated as "picked-up" by the Board, this provision requires no additional Board expense.

3. The "picked-up" salary reduction shall apply uniformly to all members of the teaching staff. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the pick-up. This program was implemented on August 24, 1984.

L. Salary and Fringe Benefits (Part-Time Employee Benefits)

Those certified staff members employed on a part-time basis will be offered health, dental and life insurance at a rate equal to the time of employment as compared with a full-time teacher.

M. Drug-Free Workplace

1. No employee of the Millcreek-West Unity Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law. Any staff member who violates this policy shall be subject to disciplinary action in accordance with prescribed school district administrative regulations and procedures.

2. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

3. As a condition of employment, each employee shall notify his supervisor of a conviction of any criminal drug statute, not later than five days after such conviction.

4. A professional staff member having an illness or other problem relating to the use of alcohol or other drugs including, controlled substances, medications not prescribed by the employee's physician, or medications taken or not taken as prescribed, will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness.

5. Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with prescribed school district administrative regulations and procedures.

N. Tuition Waiver – attendance of children for professional staff members who are not residents of the district

1. Children of non-resident professional staff members of the Millcreek-West Unity School District shall be admitted through the open enrollment policy to the Millcreek-West Unity Schools provided space and programs are available, as determined by the superintendent, and the children have not been a discipline or attendance problem in their school district of residence. In addition, if a child has a special need which requires an expenditure of money for that child in excess of the average expenditure per child expended by the Board of Education on a district wide basis, the employee will be responsible for the amount spent to educate the child in excess of the district's average expenditure per child.

2. Applications must be filed for each child by July 1st, prior to the beginning of the school year of desired attendance. The application shall be filed at the superintendent's office.

O. Membership Fees

If a membership fee is due in order for students in an existing activity to compete in a competition, the Board agrees to pay the membership fee directly or to reimburse the member up to Five Hundred Dollars ($500.00).

P. Reimbursement for Background Checks

1. The Board of Education will reimburse certified/licensed staff member for FBI (and BCI if required) background checks necessary to renew teaching licensure. To qualify, the applicant must fill out a requisition before undergoing a background check and provide a receipt before reimbursement will be paid.

Q. Licensure/Certification Fees

1. The Board of Education will reimburse certified/licensed staff members for all renewal costs incurred for obtaining/holding appropriate professional license(s) required for employment. To qualify, the applicant must fill out a requisition before renewing license(s) and provide a receipt before reimbursement will be paid.

2. Members will be required to reimburse the Board for licensure/certification fees if they leave employment with the Board within one (1) year of renewing their license(s).

ARTICLE 11
TERMS OF AGREEMENT

A. Modification of Agreement

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

B. Entire Agreement

This agreement contains the entire agreement between the two parties and neither party shall be required to negotiate upon any issue either in or out of this agreement, during the life of this agreement except as otherwise provided in this agreement.

C. Duration of Agreement

This agreement will become effective July 1, 2026 and will continue in effect until June 30, 2029.

MILLCREEK-WEST UNITY EDUCATIONAL ASSOCIATION	MILLCREEK-WEST UNITY BOARD OF EDUCATION
Amanda J. Dorfinger	Heather Jones
President	President
Secretary-Treasurer	Traci Thompson
	Treasurer
4/14/2026	4/13/2026
Date	Date

MILLCREEK – WEST UNITY LOCAL SCHOOLS

2026 – 2027 MWUEA SALARY SCHEDULE

Base = $42,611			5.0 %			FY27
Years	BA Index	Bachelors $	150 Hr. Index	150 Hr. $	MA Index	Masters $
0	1.00	$42,611	1.040	44,315	1.10	46,872
1	1.04	44,315	1.085	46,233	1.15	49,003
2	1.08	46,020	1.130	48,150	1.20	51,133
3	1.12	47,724	1.175	50,068	1.25	53,264
4	1.16	49,429	1.220	51,985	1.30	55,394
5	1.20	51,133	1.265	53,903	1.35	57,525
6	1.24	52,838	1.310	55,820	1.40	59,655
7	1.28	54,542	1.355	57,738	1.45	61,786
8	1.32	56,247	1.400	59,655	1.50	63,917
9	1.36	57,951	1.445	61,573	1.55	66,047
10	1.40	59,655	1.490	63,490	1.60	68,178
11	1.44	61,360	1.535	65,408	1.65	70,308
12	1.48	63,064	1.580	67,325	1.70	72,439
13	1.52	64,769	1.625	69,243	1.75	74,569
14	1.56	66,473	1.670	71,160	1.80	76,700
15	1.60	68,178	1.715	73,078	1.85	78,830
16	1.64	69,882	1.760	74,995	1.90	80,961
17	1.64	69,882	1.760	74,995	1.90	80,961
18	1.68	71,586	1.805	76,913	1.95	83,091
19	1.68	71,586	1.805	76,913	1.95	83,091
20	1.68	71,586	1.805	76,913	1.95	83,091
21	1.72	73,291	1.850	78,830	2.00	85,222
22	1.72	73,291	1.850	78,830	2.00	85,222
23	1.72	73,291	1.850	78,830	2.00	85,222
24	1.76	74,995	1.895	80,748	2.05	87,353
25	1.76	74,995	1.895	80,748	2.05	87,353
26	1.76	74,995	1.895	80,748	2.05	87,353
27	1.80	76,700	1.940	82,665	2.10	89,483
28	1.80	76,700	1.940	82,665	2.10	89,483
29	1.80	76,700	1.940	82,665	2.10	89,483
30	1.80	76,700	1.940	82,665	2.10	89,483
31	1.80	76,700	1.940	82,665	2.10	89,483
32	1.84	78,404	1.985	84,583	2.15	91,614

Please Note: A one-time stipend of $1000 will be paid to all members payable in the first pay of December.

MILLCREEK – WEST UNITY LOCAL SCHOOLS

2027 – 2028 MWUEA SALARY SCHEDULE

Base = $44,315			4.0 %			FY28
Years	BA Index	Bachelors $	150 Hr. Index	150 Hr. $	MA Index	Masters $
0	1.00	$44,315	1.040	46,088	1.10	48,747
1	1.04	46,088	1.085	48,082	1.15	50,962
2	1.08	47,860	1.130	50,076	1.20	53,178
3	1.12	49,633	1.175	52,070	1.25	55,394
4	1.16	51,405	1.220	54,064	1.30	57,610
5	1.20	53,178	1.265	56,058	1.35	59,825
6	1.24	54,951	1.310	58,053	1.40	62,041
7	1.28	56,723	1.355	60,047	1.45	64,257
8	1.32	58,496	1.400	62,041	1.50	66,473
9	1.36	60,268	1.445	64,035	1.55	68,688
10	1.40	62,041	1.490	66,029	1.60	70,904
11	1.44	63,814	1.535	68,024	1.65	73,120
12	1.48	65,586	1.580	70,018	1.70	75,336
13	1.52	67,359	1.625	72,012	1.75	77,551
14	1.56	69,131	1.670	74,006	1.80	79,767
15	1.60	70,904	1.715	76,000	1.85	81,983
16	1.64	72,677	1.760	77,994	1.90	84,199
17	1.64	72,677	1.760	77,994	1.90	84,199
18	1.68	74,449	1.805	79,989	1.95	86,414
19	1.68	74,449	1.805	79,989	1.95	86,414
20	1.68	74,449	1.805	79,989	1.95	86,414
21	1.72	76,222	1.850	81,983	2.00	88,630
22	1.72	76,222	1.850	81,983	2.00	88,630
23	1.72	76,222	1.850	81,983	2.00	88,630
24	1.76	77,994	1.895	83,977	2.05	90,846
25	1.76	77,994	1.895	83,977	2.05	90,846
26	1.76	77,994	1.895	83,977	2.05	90,846
27	1.80	79,767	1.940	85,971	2.10	93,062
28	1.80	79,767	1.940	85,971	2.10	93,062
29	1.80	79,767	1.940	85,971	2.10	93,062
30	1.80	79,767	1.940	85,971	2.10	93,062
31	1.80	79,767	1.940	85,971	2.10	93,062
32	1.84	81,540	1.985	87,965	2.15	95,277

Please Note: A one-time stipend of $1000 will be paid to all members payable in the first pay of December.

MILLCREEK – WEST UNITY LOCAL SCHOOLS

2028 – 2029 MWUEA SALARY SCHEDULE

Base = $45,644			3 %			FY29
Years	BA Index	Bachelors $	150 Hr. Index	150 Hr. $	MA Index	Masters $
0	1.00	$45,644	1.040	47,470	1.10	50,208
1	1.04	47,470	1.085	49,524	1.15	52,491
2	1.08	49,296	1.130	51,578	1.20	54,773
3	1.12	51,121	1.175	53,632	1.25	57,055
4	1.16	52,947	1.220	55,686	1.30	59,337
5	1.20	54,773	1.265	57,740	1.35	61,619
6	1.24	56,599	1.310	59,794	1.40	63,902
7	1.28	58,424	1.355	61,848	1.45	66,184
8	1.32	60,250	1.400	63,902	1.50	68,466
9	1.36	62,076	1.445	65,956	1.55	70,748
10	1.40	63,902	1.490	68,010	1.60	73,030
11	1.44	65,727	1.535	70,064	1.65	75,313
12	1.48	67,553	1.580	72,118	1.70	77,595
13	1.52	69,379	1.625	74,172	1.75	79,877
14	1.56	71,205	1.670	76,225	1.80	82,159
15	1.60	73,030	1.715	78,279	1.85	84,441
16	1.64	74,856	1.760	80,333	1.90	86,724
17	1.64	74,856	1.760	80,333	1.90	86,724
18	1.68	76,682	1.805	82,387	1.95	89,006
19	1.68	76,682	1.805	82,387	1.95	89,006
20	1.68	76,682	1.805	82,387	1.95	89,006
21	1.72	78,508	1.850	84,441	2.00	91,288
22	1.72	78,508	1.850	84,441	2.00	91,288
23	1.72	78,508	1.850	84,441	2.00	91,288
24	1.76	80,333	1.895	86,495	2.05	93,570
25	1.76	80,333	1.895	86,495	2.05	93,570
26	1.76	80,333	1.895	86,495	2.05	93,570
27	1.80	82,159	1.940	88,549	2.10	95,852
28	1.80	82,159	1.940	88,549	2.10	95,852
29	1.80	82,159	1.940	88,549	2.10	95,852
30	1.80	82,159	1.940	88,549	2.10	95,852
31	1.80	82,159	1.940	88,549	2.10	95,852
32	1.84	83,985	1.985	90,603	2.15	98,135

Please Note: A one-time stipend of $1000 will be paid to all members payable in the first pay of December.

MILLCREEK-WEST UNITY LOCAL SCHOOLS

SUPPLEMENTAL SALARY SCHEDULE

2026 – 2027

2026 - 2027 5.0% $42,611 Position Title	0-2 Years	Contract $	3-5 Years	Contract $	6+ Years	Contract $
Athletic Trainer	0.18	7,670	0.207	8,820	0.234	9,971
Athletic Director	0.16	6,818	0.184	7,840	0.208	8,863
Varsity Football/Volleyball/Basketball	0.155	6,605	0.178	7,585	0.202	8,607
Varsity Golf / Cross Country / Softball /Baseball / Track	0.115	4,900	0.132	5,625	0.15	6,392
Varsity-Reserve Cheerleading Advisor (Full Season)	0.103	4,389	0.118	5,028	0.134	5,710
JV Football (2) / Basketball / Volleyball	0.095	4,048	0.109	4,645	0.124	5,284
Yearbook (no class) / Assistant AD / Marching-Pep Band	0.095	4,048	0.109	4,645	0.124	5,284
JV (if team) / Baseball / JV (if team) / Softball / JH Cheer	0.075	3,196	0.086	3,665	0.098	4,176
Assistant Football / Track (2)	0.07	2,983	0.081	3,451	0.091	3,878
Assistant Golf (if 12+) / Cross Country (if 20+)	0.07	2,983	0.081	3,451	0.091	3,878
Assistant or 9th: Basketball / Volleyball	0.07	2,983	0.081	3,451	0.091	3,878
Assistant (2 if no JV) or 9th: Baseball / Softball	0.07	2,983	0.081	3,451	0.091	3,878
District Literacy Coach (DLC)	0.07	2,983	0.081	3,451	0.091	3,878
JH Football (2) / Volleyball (2) / Basketball (2)	0.065	2,770	0.075	3,196	0.085	3,622
Musical Director / Play Director / Yearbook (no class)	0.06	2,557	0.069	2,940	0.078	3,324
JH Track (2) / Weight Room Supervisor	0.056	2,386	0.063	2,684	0.072	3,068
JH Golf / Jr. Class Advisor / HS Cheer (1 sport)	0.045	1,917	0.052	2,216	0.059	2,514
HS Student Council	0.045	1,917	0.052	2,216	0.059	2,514
Esports Advisor / Archery Advisor	0.030	1,278	0.035	1,491	0.039	1,662
Science Fair (3) / HS Quiz / Band	0.030	1,278	0.035	1,491	0.039	1,662
Asst. Musical / Asst. Play / Vocal Music / Elem Band	0.030	1,278	0.035	1,491	0.039	1,662
JH Student Council	0.020	852	0.023	980	0.026	1,108
NHS / Sr. / Soph. / Fresh. Class Advisors	0.020	852	0.023	980	0.026	1,108
Club Advisors / Musical Piano	0.020	852	0.023	980	0.026	1,108
Wellness Coordinator / Esports Asst. / Archery Asst.	0.020	852	0.023	980	0.026	1,108
EL Quiz Bowl / JH Quiz Bowl	0.015	639	0.018	767	0.020	852

All positions are 1, unless specifically stated
No position will be split

Coaching Level in the same sport for Level 1 or Level 2: Coach moving to a lower level will receive experience credit.

Coaching Level in the same sport for Level 2 or Level 3: Coach moving to a lower level will not receive experience credit.

Coaching Level in a different sport for Level 3: Coach moving to a different position at Level 3 will receive experience credit.

MILLCREEK-WEST UNITY LOCAL SCHOOLS

SUPPLEMENTAL SALARY SCHEDULE

2027 – 2028

2027 - 2028 4.0% $44,315 Position Title	0-2 Years	Contract $	3-5 Years	Contract $	6+ Years	Contract $
Athletic Trainer	0.18	7,977	0.207	9,173	0.234	10,370
Athletic Director	0.16	7,090	0.184	8,154	0.208	9,218
Varsity Football/Volleyball/Basketball	0.155	6,869	0.178	7,888	0.202	8,952
Varsity Golf / Cross Country / Softball /Baseball / Track	0.115	5,096	0.132	5,850	0.15	6,647
Varsity-Reserve Cheerleading Advisor (Full Season)	0.103	4,564	0.118	5,229	0.134	5,938
JV Football (2) / Basketball / Volleyball	0.095	4,210	0.109	4,830	0.124	5,495
Yearbook (no class) / Assistant AD / Marching-Pep Band	0.095	4,210	0.109	4,830	0.124	5,495
JV (if team) / Baseball / JV (if team) / Softball / JH Cheer	0.075	3,324	0.086	3,811	0.098	4,343
Assistant Football / Track (2)	0.07	3,102	0.081	3,590	0.091	4,033
Assistant Golf (if 12+) / Cross Country (if 20+)	0.07	3,102	0.081	3,590	0.091	4,033
Assistant or 9th: Basketball / Volleyball	0.07	3,102	0.081	3,590	0.091	4,033
Assistant (2 if no JV) or 9th: Baseball / Softball	0.07	3,102	0.081	3,590	0.091	4,033
District Literacy Coach (DLC)	0.07	3,102	0.081	3,590	0.091	4,033
JH Football (2) / Volleyball (2) / Basketball (2)	0.065	2,880	0.075	3,324	0.085	3,767
Musical Director / Play Director / Yearbook (no class)	0.06	2,659	0.069	3,058	0.078	3,457
JH Track (2) / Weight Room Supervisor	0.056	2,482	0.063	2,792	0.072	3,191
JH Golf / Jr. Class Advisor / HS Cheer (1 sport)	0.045	1,994	0.052	2,304	0.059	2,615
HS Student Council	0.045	1,994	0.052	2,304	0.059	2,615
Esports Advisor / Archery Advisor	0.030	1,329	0.035	1,551	0.039	1,728
Science Fair (3) / HS Quiz / Band	0.030	1,329	0.035	1,551	0.039	1,728
Asst. Musical / Asst. Play / Vocal Music / Elem Band	0.030	1,329	0.035	1,551	0.039	1,728
JH Student Council	0.020	886	0.023	1,019	0.026	1,152
NHS / Sr. / Soph. / Fresh. Class Advisors	0.020	886	0.023	1,019	0.026	1,152
Club Advisors / Musical Piano	0.020	886	0.023	1,019	0.026	1,152
Wellness Coordinator / Esports Asst. / Archery Asst.	0.020	886	0.023	1,019	0.026	1,152
EL Quiz Bowl / JH Quiz Bowl	0.015	665	0.018	798	0.02	886

All positions are 1, unless specifically stated
No position will be split

Coaching Level in the same sport for Level 1 or Level 2: Coach moving to a lower level will receive experience credit.

Coaching Level in the same sport for Level 2 or Level 3: Coach moving to a lower level will not receive experience credit.

Coaching Level in a different sport for Level 3: Coach moving to a different position at Level 3 will receive experience credit.

MILLCREEK-WEST UNITY LOCAL SCHOOLS

SUPPLEMENTAL SALARY SCHEDULE

2028 – 2029

2028 - 2029 3.0% $45,644 Position Title	0-2 Years	Contract $	3-5 Years	Contract $	6+ Years	Contract $
Athletic Trainer	0.18	8,216	0.207	9,448	0.234	10,681
Athletic Director	0.16	7,303	0.184	8,398	0.208	9,494
Varsity Football/Volleyball/Basketball	0.155	7,075	0.178	8,125	0.202	9,220
Varsity Golf / Cross Country / Softball /Baseball / Track	0.115	5,249	0.132	6,025	0.15	6,847
Varsity-Reserve Cheerleading Advisor (Full Season)	0.103	4,701	0.118	5,386	0.134	6,116
JV Football (2) / Basketball / Volleyball	0.095	4,336	0.109	4,975	0.124	5,660
Yearbook (no class) / Assistant AD / Marching-Pep Band	0.095	4,336	0.109	4,975	0.124	5,660
JV (if team) / Baseball / JV (if team) / Softball / JH Cheer	0.075	3,423	0.086	3,925	0.098	4,473
Assistant Football / Track (2)	0.07	3,195	0.081	3,697	0.091	4,154
Assistant Golf (if 12+) / Cross Country (if 20+)	0.07	3,195	0.081	3,697	0.091	4,154
Assistant or 9th: Basketball / Volleyball	0.07	3,195	0.081	3,697	0.091	4,154
Assistant (2 if no JV) or 9th: Baseball / Softball	0.07	3,195	0.081	3,697	0.091	4,154
District Literacy Coach (DLC)	0.07	3,195	0.081	3,697	0.091	4,154
JH Football (2) / Volleyball (2) / Basketball (2)	0.065	2,967	0.075	3,423	0.085	3,880
Musical Director / Play Director / Yearbook (no class)	0.06	2,739	0.069	3,149	0.078	3,560
JH Track (2) / Weight Room Supervisor	0.056	2,556	0.063	2,876	0.072	3,286
JH Golf / Jr. Class Advisor / HS Cheer (1 sport)	0.045	2,054	0.052	2,373	0.059	2,693
HS Student Council	0.045	2,054	0.052	2,373	0.059	2,693
Esports Advisor / Archery Advisor	0.030	1,369	0.035	1,598	0.039	1,780
Science Fair (3) / HS Quiz / Band	0.030	1,369	0.035	1,598	0.039	1,780
Asst. Musical / Asst. Play / Vocal Music / Elem Band	0.030	1,369	0.035	1,598	0.039	1,780
JH Student Council	0.020	913	0.023	1,050	0.026	1,187
NHS / Sr. / Soph. / Fresh. Class Advisors	0.020	913	0.023	1,050	0.026	1,187
Club Advisors / Musical Piano	0.020	913	0.023	1,050	0.026	1,187
Wellness Coordinator / Esports Asst. / Archery Asst.	0.020	913	0.023	1,050	0.026	1,187
EL Quiz Bowl / JH Quiz Bowl	0.015	685	0.018	822	0.02	913

All positions are 1, unless specifically stated
No position will be split

Coaching Level in the same sport for Level 1 or Level 2: Coach moving to a lower level will receive experience credit.

Coaching Level in the same sport for Level 2 or Level 3: Coach moving to a lower level will not receive experience credit.

Coaching Level in a different sport for Level 3: Coach moving to a different position at Level 3 will receive experience credit.

MILLCREEK-WEST UNITY LOCAL SCHOOLS

DISTRICT STIPENDS

July 1, 2026 – June 30, 2029

Position – Title	Compensation
Tutors – Summer & Saturday School	$32/ hour
Resident Educator	$1000 = Mentor Yr. $750 =Mentor Yr. 2
Mentor Coordinator	$500 per Resident Educator, not to exceed $3000 per year
Intervention Assistant Team / Response to Intervention	$32/ hour paid for work outside of normal school hours
Local Professional Development Committee	$400 stipend per committee member (4 teachers; 1 Admin.)
Kindergarten Program Staff (up to 3 Staff Members)	$32/ hour paid for work outside of normal school hours. Max of $140 per Staff Member.
Middle School Spelling Bee	$32 / hour paid for work outside of normal school hours
OTES Committee	$32/ hour paid for work outside of normal school hours

Teachers who are required to move during the summer months due to an assignment change made after the last teacher workday shall be provided up to 10 hours paid at $32/hour.

Teachers who agree to help with kindergarten screening, during the summer months, shall be paid at $32/ hour.

COACHING POSITIONS FOR EACH SPORT

Football (4 HS positions; 2 JH positions)

No. of Positions	Types of Positions
1	Varsity (Head Coach)
2	JV or Coordinators
1	Assistant
2	Junior High Coaches

Volleyball (3 HS positions; 2 JH positions)

No. of Positions	Types of Positions
1	Varsity (Head Coach)
1	JV
1	Freshman or Assistant
2	Junior High

Boys & Girls Basketball (3 HS positions; 2 JH positions)

No. of Positions	Types of Positions
1	Varsity (Head Coach)
1	JV
1	Freshman or Assistant
2	Junior High

Baseball & Softball (3 HS positions)

No. of Positions	Types of Positions
1	Varsity (Head Coach)
1	JV or Assistant (depending of if there is a JV team)
1	Assistant

Track (3 high school positions; 2 junior high positions)

No. of Positions	Types of Positions
1	Varsity (Head Coach)
2	Assistants
2	Junior High

Cross Country (1 total unless numbers dictate one extra)

No. of Positions	Types of Positions
1	Varsity & JH Combined Coach (unless 20+ runners)
1	Assistant (if more than 20 total runners)

Golf (1 HS position unless numbers dictate one extra; 1 JH position)

No. of Positions	Types of Positions
1	Varsity Head Coach
1	Assistant (if more than 12 high school golfers)
1	Junior High

Coaching Levels Defined

Level 1 = Varsity Coach **Level 2 = Junior Varsity Coach** **Level 3 = JH, Freshman Assistant**

Coaching at Level 1 = counts as experience at every level (levels 1, 2, 3).

Coaching at Level 2 = counts as experience at levels 2 & 3

Coaching at Level 3 = counts as experience only at level 3

Appendix A

Continuing contract eligibility under R.C. 3319.08 and 3319.11 after HB 1

HB 1 modified the eligibility requirements for a continuing contract, effective for teachers who are initially issued educator licenses on or after January 1, 2011.

Category	Licensure requirement	Teaching requirement	Education requirement
A	Professional, permanent or life certificate.	Taught for at least three of the last five years in the district.*	No additional education required.
B	1. Teacher's certificate or educator license issued prior to January 1, 2011; AND 2. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license.	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of the certificate or license, 30 semester hours of graduate coursework** since the initial issuance of the certificate or license.
			If a masters degree was held at the time of initial receipt of the certificate or license, 6 semester hours of graduate coursework** since the initial issuance of the certificate or license.
C	1. Teacher never held a teacher's certificate; AND 2. Initial educator license was issued on or after January 1, 2011; AND 3. Teacher holds a professional educator license, senior professional educator license, or lead professional educator license); AND 4. Teacher holds an educator license (other than a substitute teaching license) for seven years.	Taught for at least three of the last five years in the district.*	If no masters degree was held at the time of initial receipt of license, 30 semester hours of graduate coursework** since the initial issuance of the license.
			If a masters degree was held at the time of initial receipt of license, 6 semester hours of graduate coursework** since the initial issuance of the license.

* For teachers who have previously attained continuing contract status in another Ohio school district, two years in the district.

Appendix B

D. Fair Share Fee Deduction

The following provisions of Article 6, Section D are null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v. AFSCME, Council 31, 585 U.S. (2018) and will not be implemented but are preserved should the law change in future years.

1. The employer shall deduct from the pay of employees who elect not to become or remain members of the Millcreek-West Unity Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

    a. Notification of the Amount of Fair Share Fee

        i. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15th of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

2. Schedule of Fair Share Fee Deductions

    a. All Fair Share Fee Payors

        i. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

        ii. The employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

3. Transmittal of Deductions

    a. The Employer shall accompany each such transmittal with a list of names of the employees for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4. Procedure for Rebate

    a. The Association represents to the employer that an Internal rebate procedure has been established in accordance with Section 4117.09 of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions for the United States and the State of Ohio.

5. Entitlement to Rebate

a. Upon timely demand, non-members may appeal to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

6. Indemnification of Employer

a. The Association agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

i. The employer shall give the Association a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

ii. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize the primary obligation is to the client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interest.

iii. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.

iv. The employer shall permit the Association and/or its affiliates to intervene as a party.

v. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae.

vi. The Board must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.