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NEGOTIATED AGREEMENT

between the

MIDVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

MIDVIEW EDUCATION ASSOCIATION

Three Year Contract 2026-2029

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PREAMBLE

The Board of Education of the Midview Local School District and the Midview Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities are a joint responsibility. The effective discharge of that responsibility requires cooperation between the Board, Superintendent, administrative staff and the educational staff. To achieve mutual goals, relationships among these groups must be established and maintained on the basis of their common interests and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent, the administrative staff and the educational staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience, and judgment of the other in resolving matters of mutual concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish such relationships between the Board of Education, hereinafter referred to as the Board; the Midview Education Association, hereinafter referred to as the Association, the member(s) of the Bargaining Unit, hereinafter referred to as the Member(s); and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

Additionally, the parties acknowledge and agree that official business may be executed through the use of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature without limitations.

ARTICLE 1 – RECOGNITION

A. The Midview Education Association shall represent all certificated/licensed personnel of the Midview Local School District. The Board recognizes that the Association is solely responsible for Association activities.

B. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all full and part-time certificated/licensed personnel employed by the Board. This includes:

1. Classroom teachers, guidance counselors, speech and hearing therapists, media specialists, psychologist(s), home instruction tutors who are otherwise regularly employed by the Board, long-term substitutes according to the restrictions set forth in Article 6, Section E, and Members who have been suspended from employment according to the "Reduction in Force" provisions of this Agreement.

2. Excluded from the Bargaining Unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant/Unit Principals, other persons serving in full-time administrative capacities, the full-time High School Athletic Director,

short term substitutes, permanent substitutes, and home instruction tutors who are not otherwise regularly employed by the Board.

3. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

4. All members of the Bargaining Unit have the right to join or not join the Association without intimidation or coercion.

5. At such time that a nurse is employed by the Board, that person will return to the bargaining unit.

ARTICLE 2 – PAYROLL DEDUCTIONS

A. Deductions from the regular salary will be the applicable taxes in accordance with the Member's claim for exemption and retirement. Association dues or fees including FCPE contributions, income protection insurance, Financial Institutions, and annuities can be deducted, if so directed in writing by the Member. If for any reason, the Board fails to make a dues deduction for any Member, it shall make that deduction from the Member's next pay.

B. The Board will deduct from the pay of each Member from whom it has received or receives an authorization to do so the Association's annual membership fee in uniform dollar amounts. Such deductions will be made annually within ten (10) equal pay periods commencing with the second pay period in October. All deductions will be made in equal payments from each regular paycheck. Should a Member terminate his/her employment prior to the full deduction of dues, the Treasurer shall deduct the balance of dues owed from the Member's final paycheck.

C. Fair Share Fee

In the event that Fair Share Fees are once again deemed constitutional, the language from the 2017-2020 agreement from this article will be reinstated.

ARTICLE 3 – NEGOTIATION PROCEDURES

A. A letter of intent to bargain for professional negotiations shall be submitted by the Association to the Superintendent or his/her designated representative, or by the superintendent to the Association President or his/her designated representative preceding the expiration of this Agreement. A mutually convenient meeting shall be held within thirty (30) days of the above established date unless all parties agree to a later date.

B. The following negotiation procedures shall apply:

1. Members of the Board or their designated representatives shall meet with the designated representatives of the Association (no more than six (6) on each team) for the purposes of negotiating and seeking agreement. Each team may have no more than one (1) person who is not an employee of the Board. Neither party will attempt to exert any control over the other's selection of its representatives. Each party shall be entitled up to three (3) alternates who may sit in attendance.

2. The Board and Association will negotiate at mutually agreed to times and places.

3. Negotiation meetings shall be closed.

4. Each negotiation team may use consultants in the course of negotiations.

5. Either team may recess for a caucus at anytime for not more than thirty (30) minutes unless extended by mutual agreement.

6. Factual progress reports may be made to the represented bodies of either team at its discretion.

7. As soon as available, the Board and Association will exchange such legally permissible information as is necessary to develop the proposals being negotiated.

C. When the final agreement is reached through negotiating, the outcome shall be reduced to writing, initialed by both chief negotiators, and submitted to the Association and to the Board for approval. Once approved, the Agreement shall be signed by the parties. The Board shall provide copies of the Agreements in booklet form to all Members within thirty (30) days of ratification by both parties, the cost to be paid equally by both parties.

D. During the course of any negotiations described in this Agreement, the parties mutually pledge that such negotiations shall be conducted in good faith as defined in Chapter 4117 O.R.C.

E. Federal Mediation and Conciliation Service

If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in the request.

F. The parties agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 O.R.C. The parties further agree that the Members have the right to strike under Section 4117.14 of the O.R.C. provided that the Association has given a written notice of an intent to strike to the Board at least ten (10) days prior to the intended strike.

G. 1. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, limited only by the specific and express terms of this Agreement. This provision shall not supersede nor infringe on any rights provided in Chapter 4117, O.R.C.

2. Members may access the full list of management rights at Codes.Ohio.gov/orc/4117.08.

3. The full list of management rights as referenced in 2. above may be printed as an exhibit for any grievance that is taken to arbitration.

H. Midterm Bargaining

1. Midterm bargaining shall be viewed by the parties as an activity necessitated under extenuating circumstances or by mutual agreement of the parties. Should compliance with a state or federally mandated or adopted action or program be highly likely to have a detrimental impact upon the District if not implemented, then the Board shall first explore, in good faith, methods of compliance which do not adversely impact Members' wages, hours, terms and/or conditions of employment. Thereafter, if not resolved, the parties will engage in midterm bargaining in a good faith effort to reach agreement on any and all outstanding issues presented.

2. Before restructuring any school(s) as a result of state or federally mandated actions, assessments or sanctions, the Board will provide the Association with an adequate opportunity to review data and information upon which the determination to restructure is believed to be based and consider any input provided by the Association at least fourteen (14) calendar days prior to any action by the Board. To the extent that any proposed change affects wages, hours, terms and/or conditions of employment, such changes shall be subject to midterm bargaining as set forth in 3.9.1, above.

ARTICLE 4 – ASSOCIATION RIGHTS

A. Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights. Any other organizations which desire status as the bargaining agent for the professional staff shall not have the hereinafter stated rights.

B. Duly authorized representatives of the Association may transact official Association business on school property before or after school and during lunch or preparation time provided this business does not interfere with or interrupt normal school operations. The Superintendent or designee shall be notified 48 hours in advance of any official Association business on school property attended by outside representatives.

C. Duly authorized representatives of the Association are permitted to use the office facilities provided that:

1. Such use does not interfere or interrupt the normal functioning of the school.

2. The facility is available.

3. The facility is open and serviced by a custodian.

4. The request for a facility will be made via the online facility request system (currently ML Work Schedules).

5. Prior approval of the Superintendent, designee, or a building administrator is received.

D. Duly authorized representatives of the Association are permitted to use the office equipment provided that:

1. Such use does not interfere or interrupt the normal functioning of the school.

2. Prior approval of the Superintendent, designee or a building administrator is received.

3. The use is for the business of the Association and not for public distribution.

4. The cost of expendable supplies and repairs for damage caused by misuse of equipment by the Association will be paid by the Association.

5. The use is strictly to serve the legitimate business of the Association such as the production of records, notices, or correspondence.

6. Equipment will be used at such times other than when assigned to classes or supervisory assignments.

7. The Association will be assigned an access code.

E. The Association shall have the right to use the school mail and inter/intra District mail for Association business. The Association may use District e-mail according to the Acceptable Use Policy.

F. The Association and any Member who makes a request shall be provided one copy of the Midview Personnel Directory.

G. Bulletin board space in each building shall be available to the Association.

H. The Board shall provide the Association with the name(s), addresses, and phone number(s) of newly hired certified/licensed staff.

1. The Association President will be allotted up to thirty (30) uninterrupted minutes during the New Teacher Orientation meeting to address new teachers.

I. The Association President shall receive notice the Board agenda and all non-confidential appendices are active at the same time such documents are made available to the Board.

1. The Association shall receive one (1) copy of the Board's Records of Proceedings. One (1) such copy shall be posted in each building.

J. All policy amendments and/or new policies will be provided to the Association through distribution of Board Meeting Agendas to the Association President prior to the Board Meeting.

K. The Association may conduct membership activities at an agreed upon day and time during the Opening School Year Professional and Closing School Year Professional Days.

L. All elected or appointed committee members of the Midview Education Association shall be released from their respective buildings immediately following the end of the student day when possible. The released time shall be for attendance at regularly scheduled or emergency committee meetings of the Midview Education Association. In case of previously scheduled building activities, that would require attendance of these Members, the building principal has discretionary approval to grant release time.

ARTICLE 5 – INDIVIDUAL RIGHTS

A. The Board and the Association affirm their commitment to non-discrimination in terms, conditions and privileges of employment. All aspects of the personnel system shall be administered without regard to marital status, age, national origin, disability, gender, race, or religion.

B. Members shall have the right to participate in professional civic organizations for their personal benefit and interest.

C. The private and personal life of any Member is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her duties.

D. No reprisals shall be made against any employee by reason of his/her membership in the Association.

E. The central office personnel file and each building administrator's personnel file and payroll file shall be the only record kept of Members and shall be maintained under the following conditions. Other files required by law will be kept. The MEA will be notified of any new class of files established and the reason for their existence.

1. No derogatory material concerning a Member's conduct, service, character, or personality shall be placed in his/her file unless the Member is permitted to read the material. The Member shall acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its contents. If the Member refuses to sign, a dated note to that effect may be attached to the material.

2. The Member(s) shall have the right to rebut any material filed and his/her rebuttal shall be attached to the file copy.

3. Upon a Member's request, he/she shall be permitted to examine his/her files in the presence of a Central Office Secretary, except in the case of a dispute over material in the personnel file as to relevance, accuracy, completeness and/or timelines pursuant to O.R.C. 1347, he/she shall be permitted to examine his/her files in the presence of the Superintendent or designee.

4. The Member shall be entitled to a copy of any material in his/her file. If the Association is asked to file a grievance on behalf of the Member, the Association shall also be entitled to a copy of any material in the file upon written request from the Member involved at their own cost.

5. Anonymous and/or unsupported material shall not be placed in personnel files.

6. A grievance or complaint by a Member shall not be placed in his/her personnel file.

7. Information in the personnel file may be removed upon mutual agreement of the Member and the administrator making the entry or the Superintendent.

    a. Information, other than official evaluation forms, shall be removed upon Member's request after six (6) years have elapsed or upon service retirement, unless the issue/conduct addressed in such documentation reoccurs during the six (6) year period.

8. Except to the extent required by law, a Member's personnel file shall not be opened to the public. In the event access to a Member's personnel file is required by law, the Member shall be advised in advance and shall be notified and provided with an opportunity to be present during such inspection. However, the Board shall comply with Ohio Public Records law.

F. A Member shall have the right to MEA representation during any meeting in which there may be an investigation, disciplinary action (including verbal or written reprimands), or administrative concerns (including issues with use of leave, allegations, or a documented complaint).

The administration will work with the member to schedule these meetings at a time the member's choice of representative can be in attendance, with good-faith efforts being made to schedule the meeting within twenty-four (24) hours.

It is the responsibility of the union to communicate to its members their rights and responsibility pertaining to discipline including but not limited to the Weingarten Rights.

1. An official written reprimand is a letter placed on file following a conference with the person reprimanded regarding a breach of Board policy, administrative rules and regulations, Negotiated Agreement, or for other just cause.

2. No Member shall be reprimanded verbally or otherwise in the presence of any other person(s), unless under extenuating circumstances, or where a Member has requested the presence of another person.

G. Except in the case of allegations of abuse, parental complaints against Members are best handled and resolved as close to their origin as possible. The proper channeling of parental complaints involving instruction, student discipline, or learning materials should be as follows:

1. Member
2. Principal
3. Superintendent
4. Board

1. Parental complaints as described in Article 5, Section G about Members shall be investigated fully and fairly. The complainant shall be requested to submit his/her complaint in writing. Anonymous complaints shall be disregarded.

2. In any of the steps/meetings in Article 5, Section G, a Member may be accompanied by an MEA representative and/or counsel. Conferences regarding such complaints shall be private and handled discreetly.

3. The Board will take no reprisals against members of the bargaining unit for the participation in any of its lawful activities.

H. Members shall not be required, by reason of elimination of other positions, to perform additional non-job description duties such as administrative, custodial, nursing or secretarial.

I. Progressive Discipline

The purpose of this progressive discipline is to secure, at the lowest possible level solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner.

1. Progressive Discipline shall be for just cause and not implemented in an arbitrary and capricious manner.

2. Bargaining unit members who violate the rules, policies and regulations set forth by the Board of Education and the administration may be subject to progressive discipline. Each incident that requires discipline shall be handled independently unless the Member displays a pattern of chronic misconduct. A meeting must be held with the employee before the decision to impose discipline is made.

3. The Member shall be informed if steps of the disciplinary policy are being initiated.

4. Employees shall be subject to disciplinary action under the following sequence:

1st Level:	Verbal warning.
2nd Level:	Written reprimand, with copy to personnel file.
3rd Level:	Suspension without pay up to five (5) days.
4th Level:	Termination of employment pursuant to law.

Discipline may be initiated outside the above sequence based on the severity of the matter. An employee may be placed on paid administrative leave during an investigation of possible misconduct.

5. For an appeal of Levels 1, 2, 3, a meeting with the Superintendent, the issuing administrator, the employee, and his/her Association representative shall be requested, via email, within three (3) days of the issuance of the discipline. Within ten (10) days following the meeting, the Superintendent shall provide a written notice of his/her decision to uphold, modify, or nullify the discipline, including the reasons(s) for his/her decision.

   a. Superintendent's Email Response to Member's Appeal

      The Superintendent will reply to the Member's email requesting the appeal indicating if the appeal is accepted, denied, or denied with a revisit.

      (1) The Superintendent's appeal decision will not be placed in the Member's file. In the case of an appeal of a Level 2 or higher disciplinary action, only the emailed response as indicated above will be placed in the personnel file.

(2) Neither the request for an appeal nor the Superintendent's reply will be attached to the letter of discipline that is placed in the Member's file, unless requested by the Member.

ARTICLE 6 – CONTRACTS

A. Employment

1. The Board shall hire only certificated/licensed personnel holding certificates/licenses issued by the Ohio Department of Education pursuant to O.R.C. §3319.22 for every regular teaching assignment.

2. Salary Schedule Placement

The following shall be the criteria for which a newly employed teacher shall be given salary schedule placement:

a. Previous experience in public, private or parochial schools recognized by the Ohio Department of Education and college or university teaching.

b. Work experience required for certification.

c. Military service.

d. A total of up to and including five (5) years from the combined list above shall be recognized. (A minimum of one hundred twenty (120) teaching days is necessary to constitute a year.)

e. The administration has the authority to negotiate salary schedule placement for new teachers with more than five (5) years experience; however, the placement will not be less than five (5) years and will not exceed the actual years of previous experience as defined by this section.

3. Formation of the Seniority List

The Seniority List shall be divided into categories, with each category representing a different area of certification/licensure. Each category shall consist of:

a. Members holding continuing contracts shall be listed first and ranked according to continuous service in the District.

b. Members holding limited contracts shall be listed second and ranked according to continuous service in the District.

c. Members employed on a temporary certificate/license shall be listed last and ranked according to continuous service in the District.

d. Each category shall include the date of initial continuous employment for each Member. If a tie occurs in seniority due to the same starting date, then seniority will be determined by:

(1) The earliest date of Board action to employ (date of offer should appear next to Members' names on the BOE agenda).

(2) If a tie still remains, the date the Member was offered the position (administrator offering must note the date of offer).

(3) If a tie still remains, the return date of the Member's signed contract will be considered most senior. (The Superintendent's designee must date-stamp the contract upon receipt from the Member). The contracts will include a notation regarding the importance of the contract return date.

(4) Thereafter, any ties will be broken by the order listed on the Board's agenda at the date of hire (Agenda should list the Members in the order of the Members' dates of offer) with the earliest considered most senior.

e. Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall Member(s) gain additional seniority for the time on leave i.e., a leave of absence shall not break a Member's continuous employment.

f. Administrators holding continuing contracts in the various teaching fields will be listed above other staff members holding limited contracts in the same fields.

g. The Seniority List will be shared electronically by September 30 of each school year. One copy shall be provided to the President of the Association. It is the responsibility of the Member to thoroughly review the seniority list each year and communicate any concerns to the Association by November 1. Changes will be made only after confirmation of the proposed change is made by the Superintendent.

4. Non-renewal of limited teaching contracts for certified employees who have been employed for two (2) years or less:

a. At least ten (10) days prior to the Board action, limited contract teachers who have been employed for two (2) years or less shall be notified in writing by the Superintendent that they will not be recommended to the

Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case. Teachers whose contracts will be non-renewed shall receive written notice from the Superintendent not later than May 15, however, official Board action may occur on or before May 30.

b. This non-renewal procedure for certified teachers who have been employed for two (2) years or less supersedes all provisions of O.R.C. §3319.11, and such teachers shall have no right to challenge such nonrenewal pursuant to O.R.C. §3319.11.

B. 2-Year Contracts

Only employees who held a two-year contract for the 2016-2017 school year are grandfathered and may continue to receive two-year contracts.

C. Continuing Contract

The Superintendent or designee will notify Members who meet or anticipate meeting the legal requirements for continuing contract, in accordance with O.R.C. §3319.08, §3319.11 or other new laws as they may apply during the term of this agreement. Members who are eligible must notify the Board of their intent to delay or apply for continuing contract by November 15 of the school year they are eligible, utilizing Attachments H and I. This form will be completed by the member with their building principal and submitted for approval to the Superintendent.

All current certificates/licenses must be on file in the Superintendent's office by April 1 to be considered for continuing contract status.

D. Extended-Limited Contract

Upon recommendation of the Superintendent, Members in their final year of a limited contract under consideration for continuing contracts, may be granted extended limited contracts by the Board for a period of one (1) year, effective at the end of that Member's current limited contract. Any Member receiving an extended limited contract will be given reasons directed at professional improvement prior to April 30 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, Members otherwise eligible shall be granted a continuing contract.

E. Long-Term Substitute Contracts

Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) consecutive days. All long-term substitutes shall receive a written contract for the period of their employment, which shall automatically expire at the end

of that period or upon the cessation of the original cause which led to the employment of the long-term substitute (e.g., return to duty of a teacher from a leave of absence) without any action by the Board or further notice to the teacher.

1. Beginning with the 61st day of employment in the same assignment, a long-term substitute or a permanent substitute shall be placed on the BA-0 step of the salary schedule. Subsequent continuous employment for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move on the salary schedule according to his/her training and experience.

2. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3½] hours per day) in any one school year.

3. The following contractual and statutory provisions shall not apply to long-term substitutes:

   a. Non-renewal rights as found in Article 13 and Section 3319.11 of the Ohio Revised Code;

   b. Evaluation Rights as found in Article 12 and Section 3319.111 of the Ohio Revised Code;

   c. Reduction in Force rights as found in Article 15 and Section 3319.17 of the Ohio Revised Code;

   d. Insurances found in Article 21; and

   e. Leaves in Article 16, with the exception of sick and personal leave, on a pro rata basis. Long-term substitutes used in consecutive years may use sick leave accumulated in the prior year on Day 1 if the teaching assignment is the same as the prior year. If the long-term substitute is placed in a new assignment for the new school year, the substitute must wait the sixty (60) day waiting period to use sick leave.

F. Permanent Substitute Contracts

Permanent substitutes are defined as substitute teachers who are assigned to a designated school or schools on a daily basis. All permanent substitutes shall receive a written contract for a specified period of employment, which shall automatically expire at the end of that period without any action by the Board or further notice to the permanent substitute.

1. Permanent substitutes shall be placed at the BA-0 step of the salary schedule upon their initial year of employment as a permanent substitute. Subsequent

continuous employment under another one-year limited contract shall allow the permanent substitute to move on the salary schedule according to his/her training and experience.

2. Permanent substitutes shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3½] hours per day) in any one school year.

3. The following contractual and statutory provisions shall not apply to long-term substitutes: Non-renewal rights as found in Article 13 and Section 3319.11 of the Ohio Revised Code; and Reduction in Force rights as found in Article 15 and Section 3319.17 of the Ohio Revised Code.

4. Permanent substitutes are to be evaluated in conformance with Article 12 of this Contract; however, nothing herein shall affect the automatic expiration of permanent substitute contracts as set forth above.

G. To the extent that the provisions of this Article differ from the provisions of Ohio Revised Code Sections 3319.11 (extended limited contracts; Non-Renewal); 3319.111 (Evaluation); 3319.17 (Reduction in Force) and/or 3317.13 (salary schedule placement), the parties hereto agree that this Article shall supersede and take the place of those statutory provisions.

H. Drug & Alcohol Testing

1. All current employees should remain familiar with Board Policy GBP.

ARTICLE 7 – GRIEVANCE PROCEDURES

A. The Association and the Board recognize that, in the interest of effective personnel management, a procedure is necessary whereby the Members can be assured of prompt, impartial, and fair hearing on their grievances. Members are assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting a grievance. A Member shall have the right to personally present a grievance as long as (beginning at Level I) the Association President or his/her designee has the opportunity to be present. A Member may be represented at all levels of the grievance procedure by a representative of choice. The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances. Both the Association and the Board agree that grievance proceedings shall be handled in a confidential manner.

B. A grievance is a complaint involving an alleged violation, misinterpretation and/or misapplication of the Negotiated Agreement.

C. An individual grievance may be initiated by a Member.

D. An Association grievance may be initiated by the Association on an alleged violation that affects a Member.

E. In an attempt to have open and honest communication prior to formal filing of a grievance, it is encouraged that alleged violations shall be discussed first informally with the appropriate administrator prior to the initiation of the grievance procedure.

F. A grievance shall be reduced to writing and shall include: (See attachment A.)

1. The facts upon which the grievance is based.

2. The date of occurrence.

3. The specific provision of this Agreement which is alleged to have been violated.

4. The relief sought.

G. The Association shall be available to assist any Member in preparing the proper and complete information necessary to expedite the procedure.

H. Choice of Association representative(s) may be used by any or all parties involved in the grievance procedure at all levels beginning with Level I.

I. Time limits shall be considered as a maximum unless otherwise extended by mutual written agreement by the parties involved.

J. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been withdrawn without prejudice.

K. Failure by the Administration or Board at any level to respond in the time limit shall mean that the grievant may proceed to the next step of the procedure.

L. After verbally notifying the building principal, a grievance may be initiated at Level II when the subject is not within the realm of the building principal's responsibility or control.

M. Nothing contained in this procedure shall be construed as limiting the rights of a Member to use other legal forums in resolving a complaint or problem.

N. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration.

O. A day shall be a school day. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During holiday breaks or during

the summer months, either party may extend the time limits to accommodate these breaks. These time limits may be extended further by mutual agreement of both parties.

P. No records, documents, or communications concerning a complaint or grievance shall be placed in the personnel file of any of the participants. However, a separate file shall be kept specifically for grievances.

Q. Level I – Administration

1. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within twenty (20) days of his/her becoming aware of the alleged violation, or said grievance shall no longer exist. A copy of said grievance shall be filed with the Superintendent.

2. A meeting to provide supporting documentation shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved, the administrator, or both, may have present such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. This meeting may be waived if both parties agree there is no new information to provide (nothing may be added if the meeting is waived).

3. Within five (5) days of receiving the grievance, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

A copy shall be sent to the Superintendent.

R. Level II – Superintendent

1. If the aggrieved is not satisfied with the suggestion for resolution received at Level I, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

2. The meeting shall be held within five (5) days of the request and shall be conducted in a manner as stated at Level I.

3. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved and the immediate administrator of Level I a written response stating his/her position and suggestion(s) for resolution of the grievance.

S. Level III – Arbitrator

1. If requested in writing by the aggrieved, the Association may, not later than fifteen (15) days after receipt of the written decision of the Superintendent at

Level II, refer the grievance to arbitration by giving written notice to the Treasurer of the Board.

2. Not later than five (5) days after such notice is given, representatives of the Association shall request a panel of nine (9) names from the American Arbitration Association. Unless another method is mutually agreed at the time, the arbitrator shall be chosen using the alternate strike method. Either party may request a second list of arbitrators. No more than one additional list may be requested with the cost of the second list paid by the requester. The arbitrator shall hold the necessary hearing promptly and issue his/her findings and recommendations within the time specified by the Voluntary Rules of the American Arbitration Association or within such other time as may be agreed upon by the parties, which findings and recommendations shall be in writing.

3. Decisions of the arbitrator which are consistent with the Association's and Board's legal authorities and pertain exclusively to the provisions of this contract, shall be binding. The cost of the arbitration will be paid by the losing party.

ARTICLE 8 – PROFESSIONAL COMMUNICATIONS

A. The President of the Association has a vital role as leader and official representative of the Members. The President is encouraged to communicate matters of concern to the administration.

B. The Professional Communications Council may meet monthly at an agreed time and date. Each party shall submit to the other, no later than two (2) workdays prior to the meeting, an agenda of the matters to be discussed. Each party shall have no more than seven (7) members on the Council selected by their respective parties.

1. This meeting shall provide a forum to encourage communication between the Association and the Superintendent.

2. At this meeting, the Association shall have the opportunity to review and discuss items scheduled to be on the Board's agenda for the upcoming Board meeting.

3. Subcommittees may be in attendance or formed as needed.

C. It is the responsibility of the Professional Communications Council and any building representatives of the Association to address any and all building level issues at the lowest level possible, starting with the immediate supervisor. The PCC, either district or building level, shall not be used to circumvent informal meetings with the immediate supervisor or the grievance procedure.

ARTICLE 9 – SCHOOL CALENDAR

A. The School Calendar shall be based on one hundred and seventy-eight (178), seven (7) hour and fifty-five (55) minute days.

B. Days of inservice shall be distributed as follows:

1. There will be two (2) inservice and preparation days for the opening of school, with the first being planned by the Administration and the second day being used exclusively as a Member work day. The Joint Calendar Committee will work collaboratively to designate these days.

2. One (1) day for professional closure of school will be exclusively used as a Records, Report and Preparation Day for Members to conclude the end of the school year. Any District wide or building meetings held on closing day will not exceed one and one-half (1 ½) hours in length collectively.

3. One (1) professional Inservice/Records and Reports Day jointly planned by the Association and the Administration to be scheduled at the end of the first semester. Except by mutual agreement, no more than one and one-half (1 ½) hours shall be devoted to meetings and the remainder of the day shall be devoted to records and reports.

4. An inservice day for the Midview Education Association (formerly NEOEA Day) shall be optional for Members to attend. The day will not count as one of the contracted days in the School Calendar for Inservice/Records and Report days and shall not be scheduled for instruction.

5. All inservice and professional development days shall be from 7:30 AM - 3:25 PM for planning purposes unless otherwise agreed upon between the MEA and the Administration.

C. A Joint Calendar Committee (JCC) shall be established to create a recommended school calendar. The committee's meetings will occur outside of the regular school day. The committee shall consist of five (5) bargaining unit members appointed by the MEA President and up to five (5) administrators appointed by the Superintendent. The charge of this JCC will be to review the legal requirements, the contractual requirements, and the needs of the District to create a recommended school calendar. The committee shall specify in such recommended calendar the Inservice Days, the Parent-Teacher Conferences, the Open Houses, the Waiver/Early Release/Late Start Days, the legal Holidays, as well as the requisite Winter and Spring Breaks, and any other needed provisions. Then, the recommended school calendar shall be presented to the Board for its consideration, after which the Board may adopt the final school calendar.

D. The Board, at its discretion, may implement professional development days, early dismissals/delayed start days for staff inservice training curriculum development, preparation for conferences and implementation/continuation of educational models.

E. Elementary early dismissals may be scheduled on different dates than secondary early dismissals.

F. The Board recognizes preparation time is important for staff members and will make every attempt to schedule required training (i.e. such as, but not limited to: Public School Works, Vinson, Evaluation) on PD days and not during Member preparation time.

ARTICLE 10 – EMPLOYEE PAYROLL PROCEDURES

A. Employee Payroll Procedures

1. Members shall receive their salary payments through direct deposit bi-monthly on dates that are mutually agreed upon by the Association President and the Superintendent. Bi-monthly payment dates will be the fifteenth (15^{th}) and thirtieth (30^{th}) of each month.

2. If the 15^{th} or the 30^{th} fall on a weekend or holiday, the regular pay date will be moved to the last workday prior to the bi-monthly payment dates.

3. All notices of direct deposit shall be treated as confidential.

4. All Members will have their direct deposit notices e-mailed to the account(s) of the Member's choosing.

5. The Members shall receive their salary in twenty-four (24) equal pays during the school year through direct deposit in up to two (2) financial institutions of the employee's choosing. Forms for designation of these financial institutions will be made available in the office of the Treasurer.

B. The per diem rate shall be calculated by dividing the appropriate salary schedule placement by 178.

1. A Member's per diem rate shall be used when calculating extended time contracts.

C. Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied twice each year only under the following conditions:

1. The course was successfully completed and the Member has provided written notice of same, requesting appropriate placement on the salary schedule to the

Superintendent for verification on or before September 15th for the first semester and/or January 30th for the second semester.

2. A transcript or official written confirmation from the educational institution confirming the above grade and completion information is provided to the office of the Superintendent as soon as it is available, but no later than October 15th for the first semester and/or February 28th for the second semester. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following school year.

ARTICLE 11 – WORK SCHEDULES

A. Members shall have a minimum two hundred thirty (230) minutes of preparation time per week. Efforts shall be made to balance the preparation time over the weekly period and during test weeks or alternative schedule weeks. Attempts will be made to avoid scheduling two planning periods in any one day for elementary classroom teachers. This time may be within the student attendance day and shall be in addition to the Member's thirty (30) minute daily lunch period. All efforts will be made to schedule this time into segments of no less than thirty (30) minutes and shall be used for classroom preparation and/or training, team collaboration, student counseling, and parent conferences. Administration will make every attempt to schedule required trainings during designated professional development time. Members at the middle school and high school shall have the equivalent of one (1) classroom period per day of preparation time.

B. The length of the Members' workday shall not exceed seven (7) hours and fifty-five (55) minutes. Report and departure times shall be established by the Building Principal in conjunction with the Association. Said day shall include an uninterrupted, duty-free lunch period of at least thirty (30) minutes.

1. For Members required to travel distances between buildings by car as a part of their regular assignment, reasonable efforts will be made by the Administration to adjust scheduling and assignments in order to provide Members with sufficient preparation, lunch and travel time of no less than fifteen (15) minutes.

C. Members at the secondary level normally will not be scheduled for more than three (3) preparations per day. If it is necessary to schedule more than three (3) preparations, attempts will be made to reduce the preparations below (3) the following scheduling period.

D. The Board, in compliance with State guidelines, will guarantee a school system average student-teacher ratio of 25:1.

1. The Administration will consider the use of paraprofessionals in excessive and unusual circumstances, especially at grades K-6 where classrooms are in excess of thirty (30) students.

2. The administration will work with members to assign classes in the best interest of the students, taking into account teacher recommendations, balancing class sizes and composition of classes as much as possible.

E. Substituting During Preparation Time

1. A Member may be assigned by the building principal to cover an absent Member's class, including Art, Vocal Music, Physical Education, STEM, PLTW, Instrumental Music, Library, or any other special during regularly scheduled preparation time. If more than one Member is available at the time such coverage is needed, the building principal will attempt to equitably distribute coverage assignments on a rotating basis, beginning with known and available volunteers, if any. It is recognized that such an assignment means the Member will have to work after the school day in preparation, counseling, conferences, etc. Therefore, the extra in school assignment will be compensated at the rate of thirty-five dollars ($35.00) per class period covered. Coverages less than a class period, but more than fifteen (15) minutes, will be compensated at twenty dollars ($20.00).

2. If the class of an absent Member is split and assigned to other Members, those Members shall be paid at the daily substitute rate, in proportion to the percentage of the number of students they are assigned.

F. The following administratively scheduled and approved assignments outside the workday shall be compensated at the rate of thirty-five ($35.00) per hour (rounded up to the next one-fourth (1/4) hour after eight (8) minutes): home tutoring, grading writing samples, Saturday School supervision, IAT members attending IAT conferences, LPDC members attending meetings, state test remediation, and reading data collection/placement.

G. The daily pay for the outdoor education program shall be $100.00 per night on an overnight stay.

H. Members using a personal automobile for authorized off campus travel shall be compensated at the IRS rate in effect at the time of the travel (unless otherwise agreed to with the Superintendent).

I. All Members assigned to more than one building shall be notified prior to September 30 as to the identity of their supervisor and evaluator(s). Efforts will be made on early release days, for traveling teachers to have his/her duty scheduled in his/her base building, unless other arrangements are agreed upon by the traveling teacher and administrator.

J. The parties acknowledge the existence of a variety of scheduling issues and variables involved in meeting the needs of special education and at-risk students and, further, that Members may be required to attend IAT and/or IEP conferences during preparation time. However, reasonable efforts will be made to provide an equitable distribution of Member preparation time in order to attend IEP and/or IAT meetings. Members whose involvement with special needs and/or at-risk students prevents them from having adequate preparation time to attend to other necessary and authorized activities during such preparation time may seek an adjustment from the building principal who will review the circumstances supporting the request. If a Member is not satisfied with the principal's response to the request for an adjustment, he/she may appeal that determination to the Superintendent, who will issue a decision after a conference with the Member. The decision of the Superintendent will be final and not subject to further review under the grievance procedure set forth herein.

K. Programs Beyond the Workday

In order to maintain strong relationships with students and parents, a Member committee in each building will work with building administration to designate building level events that Members will attend each year. The time for the second night of parent-teacher conferences (fall and spring) will be divided up for Members to attend these events; which could be a second night of parent-teacher conferences.

1. Members shall attend faculty meetings and "Open Houses."

2. All Members assigned to more than one building shall be required to attend open house, staff meetings and conferences only at the building in which their supervisor is located.

3. Faculty meetings outside of the work day will be held a maximum of one (1) time per month for no more than one (1) hour except in emergency situations.

4. Open Houses will be held near the beginning of the school year and will last a maximum of one (1) hour.

ARTICLE 12 – EVALUATION

A. Purpose

1. To assess an employee's work performance.

2. To help the employee to achieve improved knowledge and skills in performance of the work assignment.

3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

B. Evaluation Committee

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees in Midview Local Schools.

1. The evaluation process will be outlined in the Evaluation System Handbook, which will be reviewed and amended as necessary.

2. The Midview Evaluation Handbook shall be incorporated into this contract by reference.

3. Committee Composition

The Committee shall be comprised of seven (7) Association members appointed by the Association President, and seven (7) members appointed by the Superintendent or his/her designee. Alternative make-up of this team may be agreed upon between the Association and the Administration if needed.

4. The Committee shall make its recommendations to the Professional Communications Council.

C. The Committee may bring in consultants by mutual agreement as it sees fit.

D. The Committee shall have Joint Chairpersons – one (1) named by the Board and one (1) named by the Association.

E. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

F. Pay for participation in the Committee for Association members for Committee work outside the Association work day shall be compensated at the professional development daily rate. Any work outside Committee Meetings shall be approved in advance by the Superintendent.

G. The Committee will develop the ground rules by which the Committee will operate.

H. Due Process

1. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending termination or non-renewal.

2. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

I. Digital Format and Reporting

The District will use the Ohio Department of Education's mandated system and procedures for reporting evaluations alongside the system recommended and adopted by the evaluation committee as outlined in the evaluation handbook previously mentioned in this section.

ARTICLE 13 – NON-RENEWAL

A. The procedures for non-renewal of a Member's contracts shall be in accordance with the provisions of the Ohio Revised Code Section 3319.11 and challenges to those non-renewals shall not be subject to appeal through the grievance procedure.

B. Non-renewal of limited teaching contracts for certified employees who have been employed for two (2) years or less will be pursuant to Article 6, Section A.

ARTICLE 14 – ASSIGNMENTS/VACANCIES/TRANSFERS

A. Definition

A vacancy exists:

1. When a Member vacates a position as a result of retirement, resignation, transfer, reassignment, non-renewal, leaves of absence (except paid sick leave or unpaid leave if granted by reason of the illness or disability to the Member), death, or termination, unless the Superintendent determines the position is not to be replaced.

2. When a new position is created.

3. When the length of the vacancy is known or reasonably expected to exceed one semester. This vacancy may be filled with a long-term substitute.

4. When a second consecutive year of leave is approved by the Board, the Board will fill that position with a teacher with a regular contract.

B. Internal Transfers

1. A decision to internally transfer will not be arbitrary or capricious and shall be based upon the needs of the District and consideration of administrative input, Member qualifications and experience, and the best interest of students.

2. The Association President, upon request, shall receive a copy of the internal transfers made. Upon request, interested Members not selected for a position by internal transfer will be provided with an opportunity to discuss that decision with the Superintendent or his/her designee.

C. Voluntary Transfer

Following internal transfers, if the Board determines to fill any remaining vacancy, Members shall be notified of such vacancy through AppliTrack (or a substantially similar program that includes an e-mail return receipt for a member's applications). The posting may be made outside the District simultaneously with consideration being given first to Members of the bargaining unit that completed the staffing intentions sheet in February (see attachment B). If another vacancy occurs in the same position that has been offered in the past sixty (60) days, the same applicants will be considered with no posting requirement.

1. The President of the Association shall be notified of all positions that are currently posted.

2. The posting shall include the following information:

   a. Position(s) available.
   b. Requirements for job.
   c. Deadline for application.
   d. Effective starting date.
   e. Any additional pertinent information.

3. Where a decision to fill a vacancy is between two (2) or more Members who have requested the same assignment, if qualifications are equal, the Member with the greatest seniority shall be assigned.

4. Upon request, Members indicating an interest but not selected for a position will be provided with an opportunity to discuss that decision with the Superintendent or his/her designee.

5. The staffing assignments for new buildings and/or classroom space shall be consistent with this Article. Upon request of a Member who has been transferred/assigned to a new worksite, the Board will assume the responsibility for moving the necessary contents of the Member's classroom. At the request of

the Member, the Board shall also be responsible for packing Board owned equipment, books and/or supplies.

6. Members in the active employ of the Board shall not have seniority for transfer purposes over Member(s) who are covered by the Reduction In Force (R.I.F.) Section of this Agreement if such movement would deny the return of a teacher on R.I.F.

7. Postings shall be posted simultaneously via e-mail and AppliTrack internally and externally subject to the above procedures.

D. Involuntary Transfer

1. An involuntary transfer shall be made only after completing voluntary and internal transfers.

2. Member(s) shall not be involuntarily transferred without first having an opportunity for a conference with the Superintendent if requested, and being notified in writing at the earliest possible time before the effective date of the transfer.

3. The Member with the least seniority will be involuntarily transferred, unless the needs of the District otherwise require.

4. Members who have been involuntarily transferred will be notified by May 1 and shall retain the right to request assignment to open positions as they are posted.

ARTICLE 15 – REDUCTION IN FORCE

A. Comparable Evaluations

For purposes of this Article, all evaluations shall be deemed "comparable" under the law and hence seniority shall be the determining factor in reductions and recall. However, for the duration of this contract, Accomplished, Skilled, and Developing total ratings are "comparable" and members whose total rating is ineffective for two consecutive years will precede members with less seniority and/or higher total evaluation ratings on the R.I.F. list.

B. Reason for Reduction in Force (R.I.F.)

A reasonable reduction of Member(s) may occur for the following reasons:

1. Decrease in student enrollment.

2. Elimination of subjects or classes.

3. Return to duty of regular Member(s) after leaves of absence.

4. Financial reasons.

5. Suspension of schools or territorial changes affecting the District.

There shall be no effective reduction in force during the academic school year.

C. Procedure for Reduction in Force (R.I.F.)

When one or more of the reasons above (Section B) exist, R.I.F. will occur in accordance with the following provisions:

1. The Superintendent shall meet with the Executive Committee of the Association to explain the need for R.I.F. and provide a seniority list consisting of all Members.

2. Member(s) holding temporary certificates shall be the first to have their contract(s) suspended. If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall recommend reductions in specific categories outlined in Section B of this Article by selecting the lowest Member on the seniority list in that category. A Member so affected may elect to displace another Member who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certificate/license in that area.

3. A Member whose contract is suspended as a result of R.I.F. shall be given written notification as soon as such reduction becomes known, if at all possible, by April 30th. The notification shall state the reason(s) for the reduction. The personnel records and all future references of those Members laid off pursuant to this Article shall clearly indicate that such was due to a R.I.F., and was not due to unsatisfactory performance of duty.

4. Member(s) whose continuing contracts are suspended shall have the right of restoration to continuing service status in order of seniority of service in the District, if and when positions become vacant for which any of such Member(s) are certified. After restoration of Member(s) with continuing contracts, those on limited contracts shall be restored in the same manner as for continuing contract Members.

D. Formation of the Recall List

A Member whose contract is suspended in a R.I.F. shall be placed on a Recall List.

The list shall include:

1. Member's years of continuous service in the District.

2. Subject(s) and/or grade level certification/licensure.

3. Type of contract held at the time of suspension.

4. A Member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.

5. Full-time employees who are R.I.F.'d, then recalled to a part time position, retain their position on the R.I.F. recall list as a full time Member for five (5) years.

E. Procedure for Recall

A Member on the Recall List shall be offered a position for which he/she is certified/licensed or becomes certified/licensed as positions become available in the reverse order of the R.I.F. A Member whose contract is suspended in the R.I.F. shall be placed on a recall list for thirty-six (36) months from the effective date of suspension of their contract.

1. If a vacancy occurs, the Administration will send a certified letter to the last known address of all members on the Recall List who are qualified according to those provisions. It is the Member's responsibility to keep the Board informed of his/her current address. All Members are required to respond in writing to the Superintendent within seven (7) calendar days of receipt. Any Member who fails to respond within seven (7) calendar days of receipt or within fifteen (15) days of date of mailing, or who declines to accept the position (except as provided in Section 3 below) will forfeit all recall rights.

2. The Board shall not hire new teachers while there are Member(s) on the Recall List who are certificated/licensed for the vacancy.

3. A Member, who refuses to accept a position offered which is for a greater or lesser number of hours than the position held by the Member at the time of R.I.F., shall not be removed from the Recall List.

5. Nothing in this Agreement exempts a Member on a leave of absence from a R.I.F. action if seniority and certification/licensure so warrant.

F. Superseding State Law

It is the express understanding and agreement of the parties hereto that the provisions of Article 15 shall supersede and take the place of Ohio Revised Code Section 3319.17.

ARTICLE 16 – LEAVES

A. Except in extraordinary circumstances, all efforts will be made to record all leaves in AESOP (or a substantially similar human resources program) a minimum of three (3) days in advance and contact his/her immediate supervisor or designee as soon as possible via cellular phone and/or text message if the request is less than two (2) hours prior to the employee's start time. When leave cannot, due to extraordinary circumstances, be recorded in AESOP, the Member shall contact their immediate Supervisor or designee as soon as possible.

B. Assault Leave

1. When a Member has been physically assaulted in connection with the performance of an assignment made by the Superintendent or designee, the Administration will immediately begin an investigation of the incident. Within twenty-four (24) hours of the incident, or as soon thereafter as he/she is physically able, the Member will provide the Administration with a written report of the incident.

2. The Administration shall obtain a list of witnesses to said assault. A written statement of the observations of each witness is to be made and signed by the witness. Copies of the Member's report and the written statements and observations of each witness shall be forwarded to the Superintendent. Copies of the witnesses' statements shall also be given to the Members involved.

3. A Member seeking assault leave may choose to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. If court action results, the Member and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.

4. If an assault on a Member results in such Member being unable to perform his/her duties for a period of time, as documented by a medical certificate from a licensed physician, the Member shall have leave until able to resume professional duties. The Superintendent may request additional information from the Member to substantiate the need for and duration of the leave. Said leave shall not, for a maximum of one hundred twenty (120) calendar days, result in loss of pay or benefits, neither shall any Member so affected lose accumulated sick leave for that period. After one hundred twenty (120) calendar days the Member may use accumulated sick leave or apply for disability retirement.

5. A Member temporarily disabled as a result of physical assault shall be returned to the same position held at the time of the incident.

C. Professional Leave

Members may be granted, upon request, paid professional leave. Professional leave may be granted to enable attendance at conferences, workshops, or other professional meetings which may contribute to professional growth or which are related to curricular or extra-curricular activities.

1. Said leave shall not be deducted from the Member's sick leave or personal leave.

2. Under this leave, Member(s) may visit other school systems or other classes within the Midview System with the Superintendent's approval.

3. Member(s) shall submit a Professional Leave Request Form. (See Attachment C.) Members may request reimbursement for necessary and actual expenses in excess of established maximum amounts for costs incurred on professional leave. Except in extenuating circumstances approved by the Superintendent, or visits under Article 26, a Member must complete a requisition form thirty (30) days in advance of this leave to be eligible for reimbursement. The decision of the Superintendent or his/her designee on such reimbursement shall be final and not appealable through the grievance procedure or otherwise.

D. Court Leave

1. A Member who is called to serve on jury duty shall receive leave at his/her regular rate of pay for each day of jury duty service that is also a regularly scheduled work day, provided the compensation received for jury duty is turned over to the Board.

2. If a Member is required by subpoena to appear to testify in court as a result of being a witness to an incident which occurred while such Member was performing duties within the scope of his/her employment with the Board, such Member shall receive leave at his/her regular rate of pay plus mileage and parking for each day responding to the subpoena that is also a regularly scheduled work day. Any witness fees received shall be turned over to the Board. The leave provided by this section does not apply if the Member is a plaintiff in a civil action unless such civil action is a direct result of employment by the Board, and the Board is not a defendant.

3. If a Member is required by subpoena to appear to testify in court as a result of being a witness to an incident that did not occur while such Member was performing duties within the scope of his/her employment with the Board, such Member shall use his/her personal leave.

E. Paid Personal Leave

1. Members shall have three (3) days per year of non-cumulative paid personal leave.

2. Unused personal days may be rolled over to sick days by Member request.

3. Personal leave may be used in full, half, or quarter day increments.

4. Personal leave cannot be used on opening or closing days for students or on the Superintendent.

5. If personal leave is requested within the first or last fifteen (15) teacher work days, or on the day before or after a vacation, or on a professional development day, the Superintendent may request documentation for approval.

   a. Employees who do not send requested documentation for approval are subject to loss of pay for the period of absence at their per diem rate (salary and healthcare premiums, and cost of a substitute) and possible disciplinary action.

6. Request for personal business leave should be submitted three (3) days in advance when possible.

F. Sick Leave

Members shall be granted one and one quarter (1¼) days of sick leave with pay for each month of service, fifteen (15) days per year, with unlimited accumulation.

1. A new Member in their first year of employment will receive five (5) days of immediate sick leave credit which will be charged against future earned sick leave. The five (5) days must be repaid before any further days are advanced and must be requested in writing (e-mail is acceptable).

2. A Member shall be credited with the unused balance of sick leave accumulated in prior public employment, up to a maximum of the sick leave accumulation permitted under this Agreement, provided that such prior public employment was within ten (10) years of the date of employment with the Board of Education.

3. Members who render part-time or hourly service shall be entitled to sick leave for the time actually worked at the same rate (i.e., one and one quarter (1¼) days per month; fifteen (15) days per year) as that granted like full-time Members. In the event a Member who has accumulated sick leave as a part-time or hourly employee is subsequently employed as a full-time employee (or vice versa), his/her accumulated sick leave shall be adjusted (increased or decreased) to reflect the basis upon which it was earned.

4. A Member may use sick leave for personal illness or injury, or for illness or injury in the immediate family, for a period not to exceed his/her total number of days of accumulated sick leave.

5. The "immediate family" is defined as the Member's spouse, parents, children, brothers, sisters, any person who was directly and primarily responsible for rearing the Member, any person residing in the Member's immediate household, and any person dependent upon the Member financially or for physical care.

6. All available leave (sick and/or personal) shall be used for bereavement leave prior to use of any unpaid leave of absence. After three days, the member will communicate an anticipated return date to their immediate supervisor.

7. Sick leave will not be charged for days schools are not in session.

8. During sick leave, a Member cannot be gainfully employed.

9. Sick leave shall be used in one-half (½) or whole day increments except in extraordinary circumstances. One-fourth (¼) day requests for substitutes shall be made to the Building Principal and entered into AESOP at least three (3) days in advance of the leave if possible.

10. Abuse of sick leave will result in disciplinary action. If a pattern of abuse of leave is established, the Superintendent may request documentation for leave for each subsequent absence.

11. Two (2) sick days may be exchanged for one additional personal leave day in the event of unforeseen circumstances after exhaustion of personal leave. Such exchange requires a written request and approval by the Superintendent or designee prior to the leave occurring. This conversion shall be available one time per school year pending approval.

G. Childbirth Leave

1. A female Member may use paid sick leave for disability due to pregnancy. Such Member shall be deemed to be disabled due to pregnancy for a period not to exceed six (6) calendar weeks following delivery, provided however that upon certification of her attending physician the Member shall be granted paid sick leave for the period of actual disability. If the Member does not have sufficient accumulated sick leave for the period of her disability, she may request an unpaid leave under Section H below.

2. A member whose partner has become disabled due to pregnancy and childbirth may use leave in accordance with FMLA as outlined in Section I below to care for said partner.

3. A member whose partner has given birth shall be eligible for up to ten (10) school days of Partner Childbirth Leave ("PCL"). The Member shall take PCL immediately following the date of the child's release from hospital/care. PCL may not be taken intermittently. If the child is born during a scheduled school recess, the ten eligible days will be calculated from the date of the child's release from hospital/care, not the Member's return to work post-recess. The Member shall concurrently use accrued sick leave and personal leave for the duration of the PCL which will result in paid leave days. If the Member has no sick leave or personal leave the days shall be unpaid.

H. Parental Leave

A leave of absence without pay shall be granted to any Member who has been an employee of the Board for at least three (3) years for the purpose of child rearing as follows:

1. The leave shall extend through the remainder of the school year in which delivery occurs and, upon the request of the Member, for an additional school year.

2. Request for reinstatement from Parental Leave shall be made to the Superintendent by April 1 of the year in which the leave expires. Reinstatement shall include tenure if held prior to the leave, any years of experience accrued prior to the leave toward acquisition of tenure, and seniority based upon the Member's period of time of active employment prior to the leave.

3. Members returning from leave shall be reinstated to a position for which they are certified/licensed.

4. If the Member requests an early termination of the leave, such request shall be made in writing to the Superintendent. Early return to duty shall be granted if an opening in the Member's certification/licensure area is available.

I. Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law. A Member must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under the federal law. For purposes of this section, "Twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a Member's first Family and Medical Leave begins (i.e., the leave year is specific to each Member). A Member would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

1. Approved Leave of Absence

After up to twelve (12) weeks of FMLA eligible leave, an employee on a Board approved leave of absence shall be responsible for all insurance premiums during the leave of absence, in accordance with Article 21.

J. Sabbatical Leave

Member(s) may be granted a leave of absence by the Board for professional advancement after completing five (5) consecutive years as a Member. Such leave shall not exceed one (1) year. The Member approved for a sabbatical leave will be compensated in an amount that is the difference between his/her scheduled basic salary for that year and the salary of the Member replacing him/her. At the expiration of the leave, the Member shall be assigned a position for which he/she is qualified and which is comparable to the position held immediately prior to the sabbatical leave or to another position with the approval of the Member.

1. Professional advancement shall be defined as the following:

   a. A planned course of graduate study leading towards a Master's Degree or higher as defined in Article 32 – Salary Schedule. A course load sufficient to be classified as a full-time student shall be taken each grading period (excluding summers) to remain eligible for sabbatical leave.

   b. A planned course of study directly related to education and the Member's area of certification/licensure. An overall outline of planned activities, courses, itineraries, and projects must be submitted to the Superintendent for approval before the sabbatical leave is approved.

2. Request for Sabbatical Leave

   a. A request for a sabbatical leave of one (1) year shall be submitted in writing to the Superintendent by April 1 of the school year preceding the requested sabbatical leave.

   b. A request for a sabbatical leave of one (1) semester shall be submitted in writing to the Superintendent by April 1 for the first semester or December 1 for the second semester.

3. Notification of return to professional employment shall be given in writing to the Superintendent by April 1st of the sabbatical leave year, or December 1st when the sabbatical leave is only for the first semester.

4. A Member accepting compensation under this provision is obligated to return to employment in this District following the sabbatical leave for a minimum of the following school year. If the Member fails to return to employment in this

District for that minimum period, the Member shall reimburse the Board the full amount of compensation received under this section.

5. Sabbatical leave may not be used for other employment or to seek other employment.

K. Eligibility to Participate in Group Insurance

1. Continuation at Board expense of health insurance coverages during any period of leave covered by FMLA shall be for a period not to exceed a total of twelve (12) weeks. The twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).

2. Members while on a leave of absence for childbearing, adoption, parental, unpaid or sabbatical shall be entitled to remain covered by any group insurance by personally paying the full premiums for such group insurance programs in which the Member chooses to participate. Such monthly premiums shall be paid in advance to the Treasurer by the 15th of each month. If not paid by that date, the Member shall be deemed to have voluntarily withdrawn from the group insurance program.

3. Member(s) affected by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) shall be provided continuation of coverage as mandated by said law.

L. Association Leave

1. The Board will pay the cost of substitutes for the first five (5) days. The cost of substitutes for the next twelve (12) days shall be paid by the Association. A Member holding a district, state or a national Association position shall be granted fifteen (15) additional days with the cost of the substitute to be paid by the Association.

2. Such days or half day(s) shall be granted to elected or designated delegates of the Association for the purpose of attendance at meetings or participation in the Association business conducted during the school day.

3. The President of the Association is responsible for requesting these days. A written request from the Association President shall be submitted as soon as reasonable and practical to the Superintendent. The request shall state the names of the persons designated.

4. All substitute costs other than the cost as specified in 16.11.1 for approved Association Leave will be paid by the Association.

M. Adoption Leave

A Member who adopts a child shall, upon request, be granted up to twelve (12) consecutive weeks leave, the first six (6) weeks of which shall be paid sick leave. If the Member does not have sufficient accumulated sick leave, he or she may request an unpaid leave under Section H and/or I of this Article.

1. If the Member has been an employee of the Board for a period of at least three (3) years, he/she may extend the leave under the provisions of Section H of this Article.

2. In the event of an International Adoption, the requirement for consecutive days set forth above shall be waived.

N. Reassignment of Duties

If the Administration assigns a Member to a duty that requires the Member to be absent from his/her regularly assigned responsibilities, such request will be considered as reassignment.

1. These days of reassignment shall not be subtracted from sick days, personal days or any other types of leave.

2. Member requests for reassignment leave shall be made to the Superintendent, or his/her designee at least five (5) days prior to the date(s) requested. The Member shall receive an answer to the requested day(s) at least two (2) days before the needed date(s).

3. Since a Member will be absent from his/her classroom, it is the Board's responsibility to assign a qualified substitute.

4. Members may request reassignment for testing, writing IEP's (with three (3) day limit), to receive a District or professional award, or for set up of events such as Art Fest, Science Fair, or music performances.

5. The Superintendent may grant reassignment for other activities than those listed above at his/her discretion.

O. Unpaid Leave of Absence

Any employee requesting absence from the job other than stated in Article 16 above is subject to loss of pay for the period of absence and shall be approved at the discretion of the Superintendent in consultation with the Absence Reserve Committee. (See Attachment E.)

Leaves pertaining to illness or other disability (when all paid leaves have been exhausted) shall be in accordance with O.R.C. §3319.13 and docked at a per diem rate (salary and healthcare premiums).

P. Incentive for Attendance

1. All employees will receive an Eight Hundred Dollar ($800.00) attendance incentive stipend as described below.

2. For each occurrence of absence other than professional leave, association leave, work-related court leave, or reassignment approved by the superintendent, One Hundred Dollars ($100.00) will be deducted from the Eight Hundred Dollar ($800.00) annual stipend for half-day and quarter-day usage, and Two Hundred Dollars ($200.00) will be deducted from the Eight Hundred Dollar ($800.00) annual stipend for full-day usage.

3. Any remaining money left in the stipend at the end of the school year will be paid to the employee in August following the end of the school year.

4. Employees hired after the start of the school year shall not be eligible for the benefit until the following year.

ARTICLE 17 – ABSENCE RESERVE PLAN

A. A Sick Leave Bank ("Bank") is hereby established and is funded by member donations only. Members shall be permitted to donate sick days without limit. Donation of sick days shall be initiated by a Member on a form furnished by the Treasurer. Donated days are not returnable, and contributions must be whole days. A member's donation of sick leave does not affect the donor's eligibility for the Article 16, Section P - Incentive for Attendance.

B. A Member who is absent due to a catastrophic injury or serious long-term personal illness and has exhausted all of his/her accumulated sick leave and personal leave, may apply to the Bank using a form provided by the Treasurer and by providing the Committee and Board Treasurer with medical certification from a licensed physician attesting that the member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time.

C. The Bank is not intended to include normal maternity leave and/or absence due to childbirth unless such complications arise to deem the pregnancy/birth catastrophic or a serious, long-term illness.

D. Absence Reserve Committee

1. The determination as to the eligibility of a member to access donated days in the Sick Leave Bank shall be made by the Absence Reserve Committee.

2. The Committee shall be formed from the Membership through appointment by the President of the Midview Education Association.

3. The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Agreement.

4. The Absence Reserve Committee shall make their determination not more than seven (7) school days after the absent member applies and shall notify the Superintendent and Treasurer of the Committee's decision. The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank shall be final and shall not be appealable through any internal grievance process or external legal proceeding.

E. No member may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. Under extreme circumstances, the President of the Association may request to meet with the Superintendent and/or his/her designee(s) to discuss if an individual employee should be provided any days beyond the thirty (30) day maximum granted.

F. Sick leave days granted by the Absence Reserve Committee shall be added to the accumulated sick leave of the absent Member and deducted from the Sick Leave Bank.

ARTICLE 18 – ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation for the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for Member and student is encouraged.

B. Academic freedom shall be guaranteed to Members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The Member is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.

C. In performing their teaching functions, Members shall be guaranteed freedom in expressing their personal opinions on matters clearly relevant to the adopted course of study providing the Member makes it understood that it is their personal opinion being expressed.

D. The Board and the Association recognize the rights and responsibilities of Members to instruct their classes and to use district adopted materials and district adopted academic frameworks, as well as other materials, so long as they best represent and describe the subject area. If the member is proposing the use of alternative materials or methods, it must first be approved by Administration prior to implementation.

E. Many materials may be obtained from sources other than the school library or from purchases by the Board. Members shall be familiar with materials to be used, and should be aware of reviews concerning the material.

F. Consistent with Board policy, each Member is responsible for grading students in a professional, timely and equitable manner. Attempts will be made to enter grades into the District approved electronic gradebook in a timely manner. For the purposes of this section, timely manner is defined as no less than once per month, with the goal of being on a bi-weekly basis (twice per month). Prior to any grade change, all attempts to confer and notify the Member of the alleged problem will be made. Except for clerical errors, a change of a student's grade, either in an individual grading period or final course grade, may be made only by the building principal and only if it is demonstrated that the grade was not given in a professional and equitable manner. Written notice, including the reasons for a grade change, shall be given to the Member.

ARTICLE 19 – PUPIL DISCIPLINE

A. The responsibility for the maintenance of proper discipline and order within each school building is recognized as being the shared responsibility of the certificated and administrative personnel.

B. The Board and the Administration recognize their responsibility to give reasonable support and assistance to Members with respect to the maintenance of control and discipline in the classroom.

C. Provisions for student discipline as determined by Board policy shall be included in the student handbooks for each building. In addressing the challenges of student misconduct, the Administration will establish a Building Advisory and Positive Behavioral Interventions and Support (PBIS) Committee comprised of at least one building administrator and at least one Member per building grade level.

D. Separate Saturday/Wednesday School programs may be implemented for the High School and the Middle School. A Saturday/Wednesday School program may be

implemented at the Elementary Schools. The Board and the Administration reserve the right:

1. to determine the need for and scheduling of the Saturday/Wednesday School program;

2. to combine the High School and Middle School Saturday/Wednesday School programs providing the combined numbers do not exceed ten (10). This limit does not apply to a separate Saturday/Wednesday School program;

3. to determine placement of students in the Saturday/Wednesday School program.

E. Disputes raised under this Article shall be resolved at the Professional Communications Council.

ARTICLE 20 – SPECIAL EDUCATION STUDENTS ASSIGNED TO REGULAR CLASSROOM

A. Integrated Classrooms

The Board recognizes the need to preserve the educational balance in classrooms. The following shall apply to Members who have or will have one or more special needs students included into their classes:

1. Each Member at each grade level shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting special needs students before assignment to the Member's classroom.

2. Consistent with state and federal law, regular education Member may be in attendance at IEP conferences.

3. Special education students assigned to general education classrooms shall, to the extent reasonably possible, be equitably assigned to classrooms at each grade and/or subject level. The Superintendent recognizes the necessity of equitable distribution of students and will make every attempt to work with teachers and principals to adhere to state models.

B. Support Services

1. The Board will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student, including custodial care services.

2. The Board of Education will provide trained medical aides or nurses to perform any medical service which may be required by any student.

3. Members authorized to be in attendance at IEP meetings outside the workday shall be compensated at the rate set forth in Article 11, Section G.

ARTICLE 21 – INSURANCE

A. Dental Insurance

The Board will provide single and family dental insurance coverage.

Eligible Dependents: Spouse and/or unmarried dependent children to age 26 if full-time students.

Dental insurance information can be found in the "MEA Shared" Google Drive.

B. Life Insurance

The Board of Education will pay premiums on the life insurance policy in the amount of $2,000.00 for each full thousand dollars (rounded to the nearest thousand dollars) of contractual base salary. The term base here is salary excluding all overtime or extra-curricular wages. The life insurance policy includes accidental death and dismemberment benefits.

C. Health Insurance Benefits

Hospitalization is viewed as a protective device which will prevent an employee from encountering undue financial hardship in a time of difficulty (sickness or accident). The Board will provide hospitalization coverage as follows:

1. Eligibility

a. A regular full-time certified employee who works thirty (30) hours per week for thirty-six (36) weeks or more per year.

b. A regular part-time certified employee who works at least half time for thirty-six (36) weeks or more per year. Such part-time employees will be provided insurance benefits on a prorated cost basis.

c. An employee covered by a company-paid hospitalization plan through another place of employment or spouse's place of employment shall have the option of choosing coverage under the Board's plan, such election shall be to the exclusion of coverage under any other plan.

d. Employees, working less than the required hours are not eligible under Article 21 for benefits.

2. Coverage

Health insurance information can be found in the "MEA Shared" Google Drive.

a. LERC Spousal Language and form can be found in the "MEA Shared" Google Drive.

b. The Insurance Committee of the MEA and the Board will consist of the following members:

(1) At least five (5) members appointed by the Board or designee;

(2) At least five (5) members appointed by the MEA President; and

(3) If OAPSE agrees to this language, at least five (5) members appointed by the OAPSE President.

The Committee shall meet a minimum of six (6) times per year. Meetings shall not occur prior to 3:00 p.m.

The Committee will study possible changes in insurance plans, coverages, and providers with the goal of finding means for cost containment.

A LERC update will be on the agenda for each meeting.

The Insurance Committee may formulate and present recommendations that may be evaluated by the Treasurer and Superintendent for presentation to the Bargaining Committee.

Each month one teacher member of the HCC shall be granted release time to attend the monthly consortium meetings.

3. Enrollment

a. Newly employed eligible certified/licensed employees will be covered on the first day of their contract year.

b. One enrollment period is set up each year by the insurer to accept new members. These enrollments are for employees who had initially refused hospitalization insurance or who have gone from an ineligible status to an eligible status.

D. Health Insurance Premium Share

The Midview Local Schools will offer all four plans offered by LERC:

- Premium Plan
- Standard Plan
- Basic Plan
- Minimum Value Plan

The shared cost for each plan is below:

	Employee	Board
Minimum Value Plan:	10%	90%

Premium, Standard, and Basic Plan(s):

1. With earned wellness credit, employee contributions for these plans will be:

	Employee	Board
2026 – 2027	15.5%	84.5%
2027 – 2028	15.75%	84.25%
2028 - 2029	16%	84%

2. The employee wellness reduction of four percent (4%) will remain in effect as long as the Member completes the requirements laid out by LERC and communicated yearly to staff.

3. Without earned wellness reduction, employee contributions will be:

	Employee	Board
2026 – 2027	19.5%	80.5%
2027 – 2028	19.75%	80.25%
2028 – 2029	20%	80%

4. For those members selecting the Basic Health Plan, the Board will contribute to a Health Savings Account (HSA) on behalf of the employee on a biannual basis in the first pay in August and the first pay in March. The yearly contributions made by the board on the employee's behalf are:

   - Single Plan: $250
   - Family Plan: $500

5. The Board shall provide dental and vision insurance to all members who elect to have this coverage at the same contribution percentage as medical insurance.

Part-time employees' benefits shall be prorated for purposes of contribution.

ARTICLE 22 – SUPPLEMENTAL ASSIGNMENTS

A. 1. The Board may enter into a supplemental contract with a member. A supplemental contract is for duties outside of a member's regular teaching duties and established in the tables set forth below.

2. While this Agreement establishes a pay schedule for services rendered, it does not guarantee that the position, in part or in whole will be in existence over the duration of this Agreement.

3. The Board retains the right to fill or not fill any supplemental position.

B. New positions may be created by the Board, but the pay schedule will be negotiated with the Association. The negotiations will be limited to the pay schedule for the newly created position.

C. Members will be first considered in filling all supplemental assignments. The individual selected to fill a position shall be, in the opinion of the Board, the best qualified. If no Member is qualified to fill particular positions, then people outside of the Bargaining Unit may be considered, according to law.

D. All positions shall be posted electronically, with a copy sent to the Association President.

1. Annually, the Board shall post each supplemental position currently filled by a person who is not a member of the MEA bargaining unit.

2. A position currently held by a Member of the bargaining unit will not be posted if the member indicates his/her intention to continue in the position when contacted by the Board or its designee, and if the Member has performed the duties of the position satisfactorily.

3. All new or reinstated supplemental positions shall be posted, including those vacated during the school year.

4. Supplemental positions shall be posted annually in April for a period of five (5) calendar days when school is in session.

5. All Members of the bargaining unit who apply for a supplemental position will be contacted. Decisions to verbally screen or interview will be communicated to each applicant.

The posting notice shall include:

1. Position(s) available
2. Requirements for job (per principal and/or Athletic Director)
3. Deadline for application
4. Effective starting date
5. Any additional pertinent information

E. Members will be placed at the proper level of the supplemental assignment pay schedule for each position filled.

1. There will be four (4) levels of pay:

LEVEL 1: For Members with no previous experience at the assignment in Midview or similar positions elsewhere.

LEVEL 2: For Members with one (1) year of experience at the assignment in Midview or similar positions elsewhere.

LEVEL 3: For Members with between two (2) and four (4) years of experience at the assignment in Midview or similar positions elsewhere.

LEVEL 4: For Members with five (5) or more years of experience at the assignment in Midview or similar positions elsewhere.

2. In determining placement on the supplemental assignment experience scale, the Superintendent or designee shall have the authority to analyze a candidate's prior experience in similar or like positions, whether inside or outside of Midview, and place the individual at the level that most accurately reflects their overall relevant experience. The Superintendent reserves the right to place newly hired individuals at an experience level that aligns with their demonstrated work history and qualifications in similar or like positions.

3. Members shall retain years of experience for placement on the supplemental assignment pay schedule, in categories that they have served, unless any break in service has been more than five (5) full school years before the beginning of the Member's current supplemental assignment. (This provision shall not apply to Resident Educators mentors.)

4. Years of experience are not kept if a Member moves to another position of a similar activity with a higher index pay at Level 1. If the index pay at Level 1 is the same as or lower, then the years of experience are retained.

F. Non-athletic supplemental pay shall be made in two (2) equal installments issued in regular paychecks through direct deposit at the end of each semester; unless a request is

made, in writing by October 1, to the Treasurer to have pay in one (1) lump sum at the end of the second semester. For athletic supplementals payment will be made upon completion of the season according to dates designated by the Treasurer, with Athletic Director approval.

G. Members offered supplemental contracts pursuant to this provision shall execute and return such signed contracts to the Treasurer not less than fifteen (15) calendar days from the date of the receipt by the Member, unless other arrangements have been made with the Treasurer. Failure to execute and timely return a signed contract shall constitute a rejection of such offer of employment, and the supplemental contract may be considered null and void at the option of the Board. Payment for all supplemental assignments will be made when verification of assignment completion is filed with the Treasurer's office and on the dates designated by the Treasurer as set forth in Article 10, Section C. Members who fail to fulfill or substantially complete his/her duties under a supplemental contract, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties.

H. All supplemental assignment contracts are considered automatically expired at the end of the required service, without action of the Board or written notice under O.R.C. §3319.11.

I. Head coaches and assistant coaches shall be granted professional leave to attend workshops, seminars, clinics, or other such growth and development activities as listed below. Requests for such leave must be made at least fourteen (14) calendar days in advance. The number of coaches scheduled to be out on any one (1) day(s) will be according to building policy.

2 Day Professional Leave
Head Varsity Football Coach
Head Varsity Basketball Coach
Head Varsity Wrestling Coach
Head Varsity Volleyball Coach

1 Day Professional Leave
All Other Head Varsity Coaches
All Assistant Varsity Coaches
All Head Freshman Coaches
Assistant Athletic Director

J. Members may be removed from their supplemental assignment position(s) for documented misconduct or violations of Ohio High School Athletic Association rules and/or Board of Education policy that pertains to the supplemental position(s).

K. Nothing in this Contract shall violate Title IX regulations and guidelines.

L. A trial supplemental position may be approved by the Superintendent by written application on a one (1) school year basis. To continue, an MOU must be mutually agreed to by the parties.

M. Supplemental Assignment Pay Schedule (see following page)

SUPPLEMENTAL ASSIGNMENTS

(Base Salary x Percentage)

		LEVELS			
		1	2	3	4
ATHLETICS					
Faculty Manager (HS)	(if one)	.160	.170	.180	.190
	(if two)	.080	.085	.090	.095
	(if three)	.054	.057	.060	.063
Assistant Athletic Director (MS)		.150	.160	.170	.180
Weight Room Supervisor		.160	.170	.180	.190
Head Varsity Baseball/Softball Coach		.130	.138	.146	.154
Assistant Varsity Baseball/Softball Coach		.090	.096	.102	.108
Head JV Baseball/Softball Coach		.090	.096	.102	.108
Freshman Baseball/Softball Coach		.075	.081	.087	.093
Head Varsity Basketball Coach		.210	.220	.230	.240
Assistant Varsity Basketball Coach		.115	.123	.131	.139
Head JV Basketball Coach		.115	.123	.131	.139
Head Freshman Basketball Coach		.100	.106	.112	.118
Head 8th Grade Basketball Coach		.085	.091	.097	.103
Assistant 8th Grade Basketball Coach		.070	.075	.080	.085
Head 7th Grade Basketball Coach		.085	.091	.097	.103
Assistant 7th Grade Basketball Coach		.070	.075	.080	.085
Head Cross Country Coach		.090	.098	.106	.114
Assistant Cross Country Coach		.055	.061	.067	.073
Head Cross Country Coach (MS)		.075	.081	.087	.093
Head Varsity Football Coach		.210	.220	.230	.240
Assistant Varsity Football Coach		.115	.123	.131	.139
Head Freshman Football Coach		.100	.106	.112	.118
Assistant Freshman Football Coach		.085	.091	.097	.103
Head 8th Grade Football Coach		.085	.091	.097	.103
Assistant 8th Grade Football Coach		.070	.075	.080	.085
Head 7th Grade Football Coach		.085	.091	.097	.103
Assistant 7th Grade Football Coach		.070	.075	.080	.085
Head Varsity Golf Coach Boys		.090	.098	.106	.114

Head Varsity Golf Coach Girls	.090	.098	.106	.114
Head Junior Varsity Golf Coach	.055	.061	.067	.073
Head Gymnastics Coach	.100	.108	.116	.124
Head Varsity Ice Hockey Coach	.130	.138	.146	.154
Assistant Varsity Ice Hockey Coach	.090	.096	.102	.108
Head Varsity Soccer Coach	.130	.138	.146	.154
Assistant Varsity Soccer Coach	.090	.096	.102	.108
Head Varsity Tennis Coach	.090	.098	.106	.114
Assistant Varsity Tennis Coach	.055	.061	.067	.073
Head Varsity Track Coach	.130	.138	.146	.154
Assistant Varsity Track Coach	.090	.096	.102	.108
Head Boys Track Coach (MS)	.075	.081	.087	.093
Assistant Boys Track Coach (MS)	.065	.070	.075	.080
Head Girls Track Coach (MS)	.075	.081	.087	.093
Assistant Girls Track Coach (MS)	.065	.070	.075	.080
Head Varsity Volleyball Coach	.170	.180	.190	.200
Assistant Varsity Volleyball Coach	.110	.118	.126	.134
Head Freshman Volleyball Coach	.095	.101	.107	.113
Head 8th Grade Volleyball Coach	.085	.091	.097	.103
Assistant 8th Grade Volleyball Coach	.070	.075	.080	.085
Head 7th Grade Volleyball Coach	.085	.091	.097	.103
Assistant 7th Grade Volleyball Coach	.070	.075	.080	.085
Head Boys Volleyball Coach	.090	.098	.106	.114
Assistant Boys Volleyball Coach	.055	.061	.067	.073
Head Varsity Wrestling Coach	.180	.190	.200	.210
Assistant Varsity Wrestling Coach	.110	.118	.126	.134
Head Varsity Girls Wrestling Coach	.085	.091	.097	.103
Assistant Varsity Girls Wrestling Coach	.055	.061	.067	.073
Head Freshman Wrestling Coach	.095	.101	.107	.113
Head Middle School Wrestling Coach	.085	.091	.097	.103
Assistant Middle School Wrestling Coach	.070	.075	.080	.085
Head Bowling Coach	.090	.098	.106	.114
Assistant Bowling Coach	.055	.061	.067	.073
Spirit Program Coordinator	.130	.138	.146	.154
High School Assistant Coach	.090	.096	.102	.108

High School Assistant Coach	.090	.096	.102	.108
Middle School Sideline Coach	.075	.081	.087	.093
Middle School Competition Coach	.075	.081	.087	.093
Sparkle Cheerleading Advisor	.030	.034	.038	.042
MUSIC				
Head Instrumental (Band) – HS	.160	.170	.180	.190
Assistant Instrumental (Band) – HS	.100	.108	.116	.124
Instrumental Director – MS	.010	.012	.014	.016
Vocal Music Director – HS	.100	.108	.116	.124
Vocal Music Director – MS	.010	.012	.014	.016
Pep Band Director	.030	.034	.038	.042
Musical – Vocal Director	.035	.039	.043	.047
Musical – Instrumental Director	.035	.039	.043	.047
Show Choir Choreographer	.010	.012	.014	.016
THEATER				
Director – Play	.045	.049	.053	.057
Assistant Director – Play	.010	.012	.014	.016
Director – Musical	.070	.076	.082	.088
Assistant Director – Musical	.010	.012	.014	.016
Director – One Act Plays	.030	.034	.038	.042
SCHOOL ACTIVITY ADVISORS				
Hall of Honor Advisor	.035	.035	.035	.035
High School Majorette/Flag Advisor	.030	.034	.038	.042
High School Drill Team (Skippers) Advisor	.030	.034	.038	.042
ROTC Advisors	.050	.055	.060	.065
Key Club Advisors	.030	.034	.038	.042
Science Club Advisors	.010	.012	.014	.016
Odyssey Club Advisor	.030	.034	.038	.042
Ski Club Advisor	.030	.034	.038	.042
Builders Club Advisor	.015	.017	.019	.021
STEM Advisor	.010	.012	.014	.016
Senior Class Advisor	.035	.040	.045	.050
Junior Class Advisor	.060	.066	.072	.078
Sophomore Class Advisor	.030	.034	.038	.042
Freshman Class Advisor	.030	.034	.038	.042
Eighth Grade Class Advisor	.045	.050	.055	.060
Seventh Grade Class Advisor	.030	.034	.038	.042
HS Student Council Advisor	.050	.055	.060	.065
MS Student Council Advisor	.045	.050	.055	.060
Elementary Student Council Advisor	.045	.050	.055	.060

National Honor Society Advisor	.030	.034	.038	.042
HS Quiz Bowl Advisor	.050	.055	.060	.065
MS Academic Challenge Advisor	.010	.012	.014	.016
HS Yearbook Advisor	.085	.091	.097	.103
MS Yearbook Advisor	.070	.076	.082	.088
ES Yearbook Advisor	.010	.012	.014	.016
HS Newspaper Advisor	.035	.039	.043	.047
MS Newspaper Advisor	.030	.034	.038	.042
Spelling Bee Advisor	.010	.012	.014	.016
Spirit Crew (MS only)	.010	.012	.014	.016
Best Buddies Coordinator	.010	.012	.014	.016
Academic M Advisor	.010	.012	.014	.016
Invention Convention Coordinator	.010	.012	.014	.016
Young Authors Coordinator	.020	.022	.024	.026
Young Authors Booklet Scorers	.010	.012	.014	.016
Art NHS Advisor	.030	.034	.038	.042
FBLA Advisor	.030	.034	.038	.042
Special Olympics Coordinator	.010	.012	.014	.016
District Broadcasting Coordinator	.050	.055	.060	.065
POSITIONS				
Curriculum Leader (6+ or more members)	.055	.060	.065	.070
Curriculum Leader (3-5 members)	.045	.050	.055	.060
Lead Mentor	.075	.080	.085	.090
Mentor (per PE) – All Levels (Years 1-3)	.050	.055	.060	.065
LPDC Chairperson	.010	.012	.014	.016
LPDC Secretary	.005	.007	.009	.011
IAT Chairperson (K-12)	.055	.060	.065	.070

ARTICLE 23 – SEVERABILITY

A. If during the term of this Agreement, there is a change in any applicable Federal or State law which is contrary to any provision of this Agreement, and as to which the parties are precluded under the provisions of O.R.C. §4117.10(A) from agreeing to the contrary, the parties will meet and negotiate any necessary changes in the Agreement relative to the affected provision only.

B. If any provision of this Agreement is determined by final judgment of a court to be invalid or contrary to law (giving consideration to the provisions of O.R.C. §4117.10(A), such determination shall not effect the validity of other provisions of this Agreement, which shall remain in full force and effect for the duration of the term of this Agreement. In this event, the parties shall meet to negotiate any necessary change(s) in the Agreement relative to the affected provision.

ARTICLE 24 – LIABILITY, DEFENSE AND INDEMNITY

A. The Board of Education agrees to provide for the defense of any Member in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the Member in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the Member was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities. The duty to provide for the defense of a Member as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board of Education.

B. Members shall cooperate fully to assist in the defense of claims asserted against the Board of Education wherein the act or omission of a Member is alleged to have resulted in the injury or loss which is the subject of such claim.

C. The Board of Education agrees to indemnify and hold harmless a Member in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Member in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the Member was acting in good faith and within the scope of his/her employment or official responsibilities. The duty to indemnify and hold harmless a Member as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board of Education.

D. Any Member whose act or omission may be the subject of a claim against the Board of Education shall have the right, if he/she so requests, to be represented in any meeting which such Member attends at the request of the Administration. This right applies at all times prior to the filing of a lawsuit involving such incident or, if suit has been filed

naming such Member as a party defendant, so long as such member continues as a party defendant in such lawsuit.

E. Any Member whose act or omission may be the subject of a claim shall have the right, if he/she so requests, to have 24 hours to secure advice before he/she is required to file a written accident report involving such incident.

F. There shall be no materials relating to such incident placed in the personnel file of a Member whose act or omission may be the subject of a claim, except for accident reports developed by the Administration.

G. No attorney who has represented a Member whose act or omission is the subject of a claim against the Board shall represent the Board in any disciplinary action against the Member.

H. Without the express written concurrence by the Member whose act or omission may be the subject of a claim, there shall be no media release and/or other publicity relating to such incident by the Board. Without the express written concurrence by the Board, there shall be no media release and/or other publicity relating to such incident by the Association or any Member. This applies at all times prior to the filing of a lawsuit involving such incident or, if suit has been filed naming such a party defendant in such lawsuit.

I. Both the Board and the Association will make reasonable efforts to mutually share information relating to a claim involving a Member whose act or omission may be the subject of such claim.

J. The Board of Education will provide adequate release time for a Member who is required to prepare for or attend any discovery proceedings or court proceedings involving any claim against a Member, or in which a Member is a material witness to the incident.

K. The Board will meet its obligation to defend and indemnify in a fiscally responsible manner with the exception of individual self-insurance. This does not preclude participation in a consortium.

ARTICLE 25 – WORKING ENVIRONMENT

A. The Midview Board of Education recognizes that a planned maintenance program is necessary to pursue a safe teaching environment. All buildings and grounds are a part of that ongoing planning in maintenance.

B. The Board shall provide a combined work and rest area (i.e., lounge) in each school building for Member's use.

C. Every effort will be made by the Administration to maintain a comfortable smoke free working environment.

D. Except in connection with performance of duties under supplemental contracts, no Member shall be required to enter a building alone or to be left alone in a building.

ARTICLE 26 – MENTORING PROGRAM

A. The Midview Local School District will participate in Ohio's current Mentoring Program.

1. The Mentoring Program will be outlined in the Midview Mentoring Program Handbook, which will be reviewed, amended, and presented as necessary by the Professional Communications Council.

2. The Midview Mentoring Program Handbook shall be incorporated into this contract by reference.

ARTICLE 27 – RESPONSIBILITIES AND DUTIES

A. Members of the bargaining unit shall comply with all applicable requirements of law, regulations of the United States and Ohio State Departments of Education, the provisions of this Agreement and Board policy.

B. Professional Attire

In order to send the appropriate message about professionalism in the workplace, all employees will dress professionally, on every work day when students are in school. Exceptions to this rule may be made on designated "spirit days" (i.e. Spirit, Red Ribbon, etc). In accordance with Board Policy GBCC.

ARTICLE 28 – MEDICAL PROCEDURES

A. Dispensing Medication

Members shall not be custodians of medication, nor shall they be required to dispense medication to students. This provision does not apply to coaches during athletic events or practices, field trips, or emergency situations (such as bee sting kits), provided the Member is given prior training in the use of such materials. Any concerns regarding dispensing medication will be directed to the Superintendent.

B. Medical Procedures

Members shall not be required to perform medical procedures on students.

C. The provisions of this Article do not apply to school nurses, or others identified in a student's IEP.

ARTICLE 29 – RETIREMENT

A. Retirement with Unreduced Benefits

The bargaining unit Member shall submit, by March 15th of the retirement year, a written statement to the Superintendent announcing his/her intent to retire, which shall be no later than the first Member day of the following school year. This statement shall constitute the Member's resignation effective on the indicated date of retirement.

B. Severance Pay shall be granted by the Board with the following conditions:

The Member must have at least ten (10) years of service with the Board.

Severance pay is granted only to those Members who reach retirement age while actively employed by the Board, and have been granted service retirement by the State Teachers Retirement System.

C. Members who use a total of twelve (12) or less sick days in their final three (3) years before retirement will be eligible for a Two Thousand Dollar ($2,000.00) severance bonus.

D. Payment shall be made in a lump sum within forty-five (45) days after proof of retirement as provided by the State Teachers Retirement System and shall be paid only once.

E. Members shall be paid 30% of their accrued but unused sick leave to a maximum ninety (90) days.

F. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the Member at the time payment is made.

G. Severance pay shall be based on the daily rate of the Member's basic contract, exclusive of all supplemental contracts and allowances in effect at the time of leaving.

H. If an employee has qualified for severance pay as determined above and the employee dies before payment is made, such payment will be made to the authorized representative of the employee's estate.

I. Early Retirement Incentive

2026-2029: $5,000.00

Qualifications and Eligibility

Eligibility for the payment shall start the first year of eligibility for reduced benefits under STRS guidelines.

Conditions for Participation

The bargaining unit Member shall submit, by March 15th of the retirement year, a written statement to the Superintendent announcing his/her intent to retire with reduced benefits, which shall be no later than the first Member day of the following school year. This statement shall include the effective date of retirement. This statement shall constitute the Member's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.

Payment shall be made in a lump sum after proof of retirement as provided by the State Teachers Retirement System no earlier than January 1 and no later than February 1 of the following year.

Members retiring early with reduced benefits are eligible for the same benefits as Members retiring with unreduced benefits.

J. Early Decision Retirement Incentive

1. For any member who retires during the term of this Agreement (July 1, 2026 – June 30, 2029) in their first year of eligibility for full STRS benefits, or who opts to retire while eligible for STRS early retirement benefits, they will be entitled to a retirement incentive of $25,000.00. Notice must be provided to the Board no later than October 1 of the school year that will conclude with the employee's retirement. Once delivered to the Superintendent, this resignation shall be irrevocable. Use of this incentive will be in lieu of the retirement incentive set forth in Article 29, Section I.

2. For any MEA member who was eligible to retire with full STRS benefits prior to July 1, 2026, and has not yet provided notice of retirement, they will be eligible for a retirement incentive payment as follows:

   July 1, 2026 – June 30, 2027: $25,000.00

   July 1, 2027 – June 30, 2028: $15,000.00

   July 1, 2028 – June 30, 2029: $10,000.00

Notice must be provided to the Superintendent no later than October 1 of the school year that will conclude with the employee's retirement. Use of this incentive will be in lieu of the retirement incentive set forth in Article 29, Section I.

3. Payment shall be made in one lump sum after proof of retirement as provided by the Teachers Retirement System no earlier than January 1 and no later than February 1 of the following year.

4. Members retiring early with reduced benefits are eligible for the same benefits as Members retiring with unreduced benefits.

K. Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

1. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the District. Re-employed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon re-employment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.

2. Subject to ERISA, a "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or re-employment by the Board after retirement will be provided only with single coverage consistent with Article 21 and may purchase family coverage at their additional expense. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary state or federal statute, law or regulation.

3. Notwithstanding Ohio Revised Code Section 3317.13, salary placement for years of service granted for Ohio STRS retired teachers employed or re-employed by the Board will be consistent with Article 6, Section A. Salary placement shall be up to the MA column. Subsequent consecutive employment under another one year limited contract shall result in the teacher moving one step on the salary schedule. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Ohio Revised Code Section 3317.13.

4. Seniority for Ohio STRS retired teachers newly hired by the Board will be zero (0) upon such employment and any subsequent re-employment.

5. Ohio STRS retired teachers employed by the Board after retirement shall not be eligible for tenure and are restricted to one-year limited contracts of employment. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise challenged. If the contract is renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of those teachers, the parties specifically agree that this provision supersedes and takes the place of O.R.C. §3319.11.

6. For purposes of reduction in force (Article 15), teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.

7. There will be no severance pay available for teachers employed by the Board after Ohio STRS service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. §3319.141.

8. Employed or re-employed Ohio STRS retired teachers may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the re-employed teacher's accumulated contributions during his/her period of service as a regular teacher following re-employment.

ARTICLE 30 – MAINTENANCE OF CERTIFICATES/LICENSES

A. It is the responsibility of each Member to maintain certification/license. Failure to maintain a certificate or license will result in immediate termination of the teaching contract, without the need to follow the termination procedure set forth in O.R.C. §3319.16.

ARTICLE 31 – STRS CONTRIBUTION

A. The Association and Board agree that the Board shall contribute to the State Teachers' Retirement System (STRS) in addition to the Board's required employee contribution an amount equal to the employee's contribution to the STRS in lieu of payment of said amount to each employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contracted salary or hourly rate otherwise payable to each employee.

1. The amount to be "picked-up" by the Board of Education:

   a. shall be credited to the STRS as employee contribution under the authority of Ohio Attorney General opinion 82-987;

   b. shall be included in computing an employee's final average salary for STRS purposes and in reporting Member-authorized credit information to financial institutions;

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

   d. shall be reported by the Board as subject to city income taxes.

2. Each employee will be responsible for compliance with IRS salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

3. For purposes of this provision, an employees' total annual salary and/or salary per pay period shall be the salary specified in the salary schedule of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components:

   a. Deferred salary: An employee deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the STRS to be paid as an employee contribution by said employee.

   b. Cash salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of deferred salary for said employee, and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee salaries as specified in the salary schedule of this Agreement and its employer contribution to STRS shall not be greater than the amount the Board would have paid had this provision not been in effect.

4. The Board shall compute and remit its employer contribution to the STRS based upon the employee's total annual salary and/or salary per pay period.

5. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared/distributed which states:

   a. that the employee's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to the amount of the employee's contribution to the STRS being "picked-up" by the Board on behalf of the employee;

   b. that the Board will contribute to the STRS an amount equal to the employee's required contribution to the STRS for the account of each employee; and

   c. that life insurance, sick leave pay, assault leave pay, supplemental pay, compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay, shall be calculated upon the combined cash salary and deferred salary of the employee.

6. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this section.

7. It is understood and agreed by the Board and Association that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the Member or employee.

ARTICLE 32 – SALARY SCHEDULE

A. Salary Schedule for 2026-2027 – 3.00% increase (Attachment G-1 – Base: $45,962)
Salary Schedule for 2027-2028 – 2.75% increase (Attachment G-2 – Base: $47,226)
Salary Schedule for 2028-2029 – 2.75% increase (Attachment G-3 – Base: $48,524)

B. Any newly hired teacher without experience shall be placed at Step 0 of his/her appropriate educational column. Should the teacher not pass the mandatory Praxis or any other state and/or federally mandated test requirement to gain his/her certificate/license after employment, the Board shall attempt to obtain temporary certification/licensure to assist the teacher in remaining in their assignment. If such temporary certification/licensure is obtained, the teacher will be paid a special substitute rate equal to Step 0 of the Non-Degree Column on the salary schedule. However, failure of the teacher to obtain temporary certification/licensure and/or the inability of the teacher to

obtain regular certification/licensure within the initial school year of employment (ending June 1st) will release the Board of any obligation to continue to employ such teacher.

C. For the 2026-2027, 2027-2028, and 2028-2029 school years, there will be a "Longevity" payment made to each person at:

a. Steps 16-19: $1,000
b. Steps 21 to 24: $1,500
c. Step 26 to 29: $2,000
d. Steps 31 or higher on the salary schedule: $2,500

D. Salary schedule placement and new salaries go into effect the first day of the new contract year.

E. The following shall be the criteria for which a newly employed JROTC teacher shall be given salary schedule placement:

1. The particular branch of the United States military providing the District with a JROTC instructor shall determine the placement of such instructor on the established salary schedule.

2. This Agreement is limited only to those instructors assigned to a JROTC course, during the time that they are assigned to such course, and is not determinative of salary schedule placement for Association members providing instruction in other subject areas who have previous military experience.

ARTICLE 33 – LIMITED TUITION ASSISTANCE

A. The Board will appropriate the amount of $50,000.00 annually for the term of this contract for the purpose of assisting bargaining unit members earning approved college credit in connection with their professional responsibilities with the District. Tuition assistance will be limited as follows:

1. Course work must be pre-approved by the LPDC and then submitted to the Superintendent for final approval. Course work must be graduate level in a college or university approved for Member training by the Ohio Department of Education. The LPDC will create and share a list of acceptable institutions each year with Administrators and Members in August.

2. Course work must be in the area of a Member's present certification/license unless such course work is in a certification/license area designated as one of need for the District and approved by the Superintendent or designee. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.

3. Eligible applicants must have been an employee of the Midview Schools for one (1) year unless waived for specific educational reasons at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to challenge through the grievance procedure or otherwise.

4. Members obtaining tuition assistance shall be obligated to remain with the District for a minimum of one (1) year following the completion of the course work. Any voluntary separation by the Member prior to this time will result in the obligation of the Member to repay the full amount of the tuition assistance, within thirty (30) days of the separation from employment.

5. Interested applicants must submit a Tuition Assistance Request Form for approval prior to the beginning of the course work for which the employee is requesting reimbursement. The Form is available through the LPDC. The maximum reimbursement per request will be for FIVE (5) quarter hours or THREE (3) semester hours. Once tuition assistance is approved, reimbursement will be processed by the Treasurer after the end of the fiscal year and only upon receipt of an official transcript indicating that the Member obtained a minimum grade of "B" in the course(s) and a paid receipt showing actual costs incurred.

6. Reimbursement will be in conjunction with the fiscal year, July 1 through June 30. Therefore, the course must end in the fiscal year in which the reimbursement is being requested. Reimbursement for approved tuition reimbursement hours will take place once after the end of the fiscal year. There will be no carryover of any unused portion of the appropriated amounts for tuition assistance.

7. The rate of reimbursement shall be the lesser of the actual tuition cost or $140.00 per quarter hour/$210.00 per semester hour. The $50,000.00 appropriated annually will be divided by the total number of approved semester hours for the fiscal year. (It is possible that reimbursement may be less than $140.00 per quarter hour or $210.00 per semester hour depending on how many total classes are taken by bargaining unit members in a fiscal year.)

8. Tuition assistance will be granted for all approved classes for the fiscal year. (The amount of reimbursement will be determined at the end of the fiscal year and applicants will be paid for their hours at that time.)

B. College Credit Plus and Career Tech Education is important to the Board and in coordination with members, will help support teachers to take courses that enable them to teach CCP/CTE courses on Midview's campus.

1. The Board will pay the tuition, registration fees, and materials for courses required for CCP and CTE licensure for teachers chosen by the Superintendent to teach these courses.

2. The teachers will receive CCP and/or CTE course reimbursement from the BOE outside of the Limited Tuition Assistance allotment by making a five (5) year commitment to teach in the Midview Local Schools (District). Failure to complete five (5) years of teaching in the Midview Local Schools, the teacher shall reimburse the District based upon the following schedule:

   Leaving after Year One (1): 100% tuition, fees, materials, etc...
   Leaving after Year Two (2): 95% tuition, fees, materials, etc...
   Leaving after Year Three (3): 90% tuition, fees, materials, etc...
   Leaving after Year Four (4): 85% tuition, fees, materials, etc...
   Leaving after Year Five (5): No reimbursement due to the district

3. The teachers will pay for the course, fees, and materials upfront and will be reimbursed by the District upon successfully submitting a certified transcript and a receipt for fees, and materials to the Treasurer by June 30th.

ARTICLE 34 – NATIONAL BOARD CERTIFICATION

Members who have achieved National Board Certification in a content area in which the Member teaches, the Board will pay, upon verification of same, a one-time stipend of $750.00, to be paid through regular payroll in a lump sum payment. For purposes of this Article, National Board Certification shall qualify only to the extent that it would also qualify under state standards as an alternative method of obtaining highly qualified status in a content area. This Article shall apply to any Member who achieved National Board Certification prior to the current Agreement.

ARTICLE 35 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Midview Local Schools Local Professional Development Committee (LPDC) will continue to operate in conformance with state law and regulations and as further set forth in the Committee's Handbook for Licensure and Certificate Renewal.

B. The LPDC shall be composed of a majority of Members relative to administrative members for purposes of voting on teacher Member Individual Professional Development Plans and the adoption of rules for governance of the LPDC, including, but not limited to, the process for selection of representatives from the bargaining unit, terms of office for LPDC members and alternates, and an appeals process.

C. All LPDC meetings shall be held during the regular workday for a period of 1½ hours except for the first and last meetings which will be allocated 2 hours. For authorized meetings held outside of the normal workday, teacher members of the committee will be compensated at the rate per Article 11, Section G. In addition, teacher members serving as Chairperson and Secretary will receive an annual stipend as outlined in the

Supplemental Salary Schedule in Article 22 for work completed outside the regular workday.

ARTICLE 36 – MEMBERS CHILDREN

A. Members of the bargaining unit who wish to have their children attend The Midview Schools shall be admitted if they qualify and agree to attend under the rules and regulations set forth in District guidelines. Criteria and exceptions shall be the same as those listed in the District Open Enrollment Policy and Guideline statement.

ARTICLE 37 – EXTENDED SERVICE OUTSIDE OF REGULAR CONTRACT DUTIES

A. Service by Members of the bargaining unit may be extended before and/or after the Member's regular contract year, providing the employee has obtained prior approval from the Superintendent.

B. Extended service days are not guaranteed and may be issued to Members as follows and as approved by the Superintendent:

1.	Guidance Counselors	
	a. High School	10-15 days
	b. Middle School	5-15 days
2.	Psychologist	10-15 days
3.	Speech Language Pathologist	0-15 days
4.	Media Specialists	
	a. Middle School/High School	5-10 days
	b. Elementary School	5-10 days
5.	ROTC	10-15 days
6.	Coordinators	5-10 days

C. An extended service log of duties shall be provided to the Superintendent and Treasurer setting forth the duties performed on the extended service dates prior to pay being issued for the extended service dates.

D. The need for extended service will be evaluated on an annual basis. Requests for additional days will be made to the Superintendent and decisions will be shared with the MEA President before a final decision is made.

E. Extended days less than the ranges set forth above may be approved by the Superintendent where work load or budgetary constraints do not warrant the parameters set forth in B.

F. Payment for extended days shall be paid twice per year (once at the beginning and once at the end of the year) and paid in full upon submission of a time sheet.

G. Employees will be notified with the number of approved days as follows:

1. By June 20th for extended days prior to the start of school
2. By April 15th for extended days directly after the close of school

ARTICLE 38 – DURATION

This Agreement shall commence effective August 1, 2026 and continue in full force and effect until July 31, 2029.

MIDVIEW EDUCATION ASSOCIATION

by _____
MEA President

by _____
MEA Representative

MIDVIEW LOCAL BOARD OF EDUCATION

by _____
Board President

by _____
Treasurer

by _____
Interim Superintendent

ATTACHMENT A

MIDVIEW LOCAL SCHOOL DISTRICT
EMPLOYEE ASSURANCE OF
PREVIOUS EMPLOYMENT RECORD

As part of the application process for a position in the Midview Local School District, I am providing the following statement of previous employment. In this statement, I am assuring the Midview Local School District that I have not worked as a TEACHER, TUTOR OR SUBSTITUTE TEACHER in any school district other than those named below.

With my signature below, I acknowledge that this statement is a complete record of previous employment as a TEACHER, TUTOR OR SUBSTITUTE TEACHER. I also understand that any omission of information will be grounds for such omission from future adjustments in salary.

School Districts of Previous Employment (List most recent first)	School Years Taught (Example: 2001-02, 2002-03)	Number of days taught per school year

Employee's Signature_____ Date_____

SALARY SCHEDULE FOR FISCAL YEAR 2026-2027

BASE $45,962

3.00%

	ND		BA		BA+15		BA+30 **		MA *****		MA+15 ***		MA+30 ***		MA+45 ***	
0	0.883	$40,584	1.000	$45,962	1.030	$47,340	1.06	$48,719	1.100	$50,558	1.130	$51,937	1.160	$53,315	1.190	$54,694
1	0.922	$42,377	1.040	$47,800	1.070	$49,179	1.100	$50,558	1.150	$52,856	1.180	$54,235	1.210	$55,614	1.240	$56,992
2	0.961	$44,169	1.080	$49,639	1.110	$51,017	1.140	$52,396	1.200	$55,154	1.230	$56,533	1.260	$57,912	1.290	$59,290
3	1.000	$45,962	1.120	$51,477	1.150	$52,856	1.180	$54,235	1.250	$57,452	1.280	$58,831	1.310	$60,210	1.340	$61,589
4	1.039	$47,754	1.160	$53,315	1.190	$54,694	1.220	$56,073	1.300	$59,750	1.330	$61,129	1.360	$62,508	1.390	$63,887
5	1.078	$49,547	1.200	$55,154	1.230	$56,533	1.260	$57,912	1.350	$62,048	1.380	$63,427	1.410	$64,806	1.440	$66,185
6	1.117	$51,339	1.250	$57,452	1.280	$58,831	1.310	$60,210	1.410	$64,806	1.440	$66,185	1.470	$67,564	1.500	$68,942
7	1.156	$53,132	1.300	$59,750	1.330	$61,129	1.360	$62,508	1.470	$67,564	1.500	$68,942	1.530	$70,321	1.560	$71,700
8	1.195	$54,924	1.350	$62,048	1.380	$63,427	1.410	$64,806	1.530	$70,321	1.560	$71,700	1.590	$73,079	1.620	$74,458
9	1.234	$56,717	1.400	$64,346	1.430	$65,725	1.460	$67,104	1.590	$73,079	1.620	$74,458	1.650	$75,837	1.680	$77,215
10	1.273	$58,509	1.450	$66,644	1.480	$68,023	1.510	$69,402	1.650	$75,837	1.680	$77,215	1.710	$78,594	1.740	$79,973
11	1.312	$60,302	1.500	$68,942	1.530	$70,321	1.560	$71,700	1.710	$78,594	1.740	$79,973	1.770	$81,352	1.800	$82,731
12	1.351	$62,094	1.550	$71,240	1.580	$72,619	1.610	$73,998	1.770	$81,352	1.800	$82,731	1.830	$84,110	1.860	$85,489
13	1.351	$62,094	1.600	$73,539	1.630	$74,917	1.660	$76,296	1.840	$84,569	1.870	$85,948	1.900	$87,327	1.930	$88,706
14	1.351	$62,094	1.650	$75,837	1.680	$77,215	1.710	$78,594	1.910	$87,787	1.940	$89,165	1.970	$90,544	2.000	$91,923
15	1.380	$63,427	1.680	$77,215	1.710	$78,594	1.740	$79,973	1.980	$91,004	2.010	$92,383	2.040	$93,762	2.070	$95,140

20	1.380	$63,427	1.700	$78,135	1.730	$79,514	1.760	$80,892	2.030	$93,302	2.060	$94,681	2.090	$96,060	2.120	$97,439
25	1.380	$63,427	1.720	$79,054	1.750	$80,433	1.780	$81,812	2.080	$95,600	2.110	$96,979	2.140	$98,358	2.170	$99,737
30	1.380	$63,427	1.750	$80,433	1.780	$81,812	1.810	$83,190	2.110	$96,979	2.140	$98,358	2.170	$99,737	2.200	$101,116

** Includes at least 15 hours graduate credit

Longevity $1,000.00 – 16 – 19 years
Longevity $1,500.00 – 21 to 24 years
Longevity $2,000.00 – 26 to 29 years
Longevity $2,500.00 – 31 or higher years

FOOTNOTES BELOW APPLY TO M.A. LEVEL AND ABOVE

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SALARY SCHEDULE FOR FISCAL YEAR 2027-2028

BASE $47,226

2.75%

							**		*****		***		***		***	
	ND		BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45	
0	0.883	$41,700	1.000	$47,226	1.030	$48,642	1.06	$50,059	1.100	$51,948	1.130	$53,365	1.160	$54,782	1.190	$56,198
1	0.922	$43,542	1.040	$49,115	1.070	$50,531	1.100	$51,948	1.150	$54,309	1.180	$55,726	1.210	$57,143	1.240	$58,560
2	0.961	$45,384	1.080	$51,004	1.110	$52,420	1.140	$53,837	1.200	$56,671	1.230	$58,087	1.260	$59,504	1.290	$60,921
3	1.000	$47,226	1.120	$52,893	1.150	$54,309	1.180	$55,726	1.250	$59,032	1.280	$60,449	1.310	$61,865	1.340	$63,282
4	1.039	$49,067	1.160	$54,782	1.190	$56,198	1.220	$57,615	1.300	$61,393	1.330	$62,810	1.360	$64,227	1.390	$65,643
5	1.078	$50,909	1.200	$56,671	1.230	$58,087	1.260	$59,504	1.350	$63,754	1.380	$65,171	1.410	$66,588	1.440	$68,005
6	1.117	$52,751	1.250	$59,032	1.280	$60,449	1.310	$61,865	1.410	$66,588	1.440	$68,005	1.470	$69,422	1.500	$70,838
7	1.156	$54,593	1.300	$61,393	1.330	$62,810	1.360	$64,227	1.470	$69,422	1.500	$70,838	1.530	$72,255	1.560	$73,672
8	1.195	$56,435	1.350	$63,754	1.380	$65,171	1.410	$66,588	1.530	$72,255	1.560	$73,672	1.590	$75,089	1.620	$76,505
9	1.234	$58,276	1.400	$66,116	1.430	$67,533	1.460	$68,949	1.590	$75,089	1.620	$76,505	1.650	$77,922	1.680	$79,339
10	1.273	$60,118	1.450	$68,477	1.480	$69,894	1.510	$71,311	1.650	$77,922	1.680	$79,339	1.710	$80,756	1.740	$82,172
11	1.312	$61,960	1.500	$70,838	1.530	$72,255	1.560	$73,672	1.710	$80,756	1.740	$82,172	1.770	$83,589	1.800	$85,006
12	1.351	$63,802	1.550	$73,200	1.580	$74,616	1.610	$76,033	1.770	$83,589	1.800	$85,006	1.830	$86,423	1.860	$87,839
13	1.351	$63,802	1.600	$75,561	1.630	$76,978	1.660	$78,394	1.840	$86,895	1.870	$88,312	1.900	$89,729	1.930	$91,145
14	1.351	$63,802	1.650	$77,922	1.680	$79,339	1.710	$80,756	1.910	$90,201	1.940	$91,618	1.970	$93,034	2.000	$94,451
15	1.380	$65,171	1.680	$79,339	1.710	$80,756	1.740	$82,172	1.980	$93,507	2.010	$94,923	2.040	$96,340	2.070	$97,757

20	1.380	$65,171	1.700	$80,283	1.730	$81,700	1.760	$83,117	2.030	$95,868	2.060	$97,285	2.090	$98,701	2.120	$100,118
25	1.380	$65,171	1.720	$81,228	1.750	$82,645	1.780	$84,061	2.080	$98,229	2.110	$99,646	2.140	$101,063	2.170	$102,479
30	1.380	$65,171	1.750	$82,645	1.780	$84,061	1.810	$85,478	2.110	$99,646	2.140	$101,063	2.170	$102,479	2.200	$103,896

** Includes at least 15 hours graduate credit

Longevity $1,000.00 – 16 – 19 years
Longevity $1,500.00 – 21 to 24 years
Longevity $2,000.00 – 26 to 29 years
Longevity $2,500.00 – 31 or higher years

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SALARY SCHEDULE FOR FISCAL YEAR 2028-2029

BASE $48,524

2.75%

	ND		BA		BA+15		BA+30 **		MA *****		MA+15 ***		MA+30 ***		MA+45 ***	
0	0.883	$42,847	1.000	$48,524	1.030	$49,980	1.06	$51,436	1.100	$53,377	1.130	$54,832	1.160	$56,288	1.190	$57,744
1	0.922	$44,739	1.040	$50,465	1.070	$51,921	1.100	$53,377	1.150	$55,803	1.180	$57,259	1.210	$58,714	1.240	$60,170
2	0.961	$46,632	1.080	$52,406	1.110	$53,862	1.140	$55,318	1.200	$58,229	1.230	$59,685	1.260	$61,141	1.290	$62,596
3	1.000	$48,524	1.120	$54,347	1.150	$55,803	1.180	$57,259	1.250	$60,655	1.280	$62,111	1.310	$63,567	1.340	$65,022
4	1.039	$50,417	1.160	$56,288	1.190	$57,744	1.220	$59,200	1.300	$63,082	1.330	$64,537	1.360	$65,993	1.390	$67,449
5	1.078	$52,309	1.200	$58,229	1.230	$59,685	1.260	$61,141	1.350	$65,508	1.380	$66,963	1.410	$68,419	1.440	$69,875
6	1.117	$54,202	1.250	$60,655	1.280	$62,111	1.310	$63,567	1.410	$68,419	1.440	$69,875	1.470	$71,331	1.500	$72,786
7	1.156	$56,094	1.300	$63,082	1.330	$64,537	1.360	$65,993	1.470	$71,331	1.500	$72,786	1.530	$74,242	1.560	$75,698
8	1.195	$57,986	1.350	$65,508	1.380	$66,963	1.410	$68,419	1.530	$74,242	1.560	$75,698	1.590	$77,154	1.620	$78,609
9	1.234	$59,879	1.400	$67,934	1.430	$69,390	1.460	$70,845	1.590	$77,154	1.620	$78,609	1.650	$80,065	1.680	$81,521
10	1.273	$61,771	1.450	$70,360	1.480	$71,816	1.510	$73,272	1.650	$80,065	1.680	$81,521	1.710	$82,976	1.740	$84,432
11	1.312	$63,664	1.500	$72,786	1.530	$74,242	1.560	$75,698	1.710	$82,976	1.740	$84,432	1.770	$85,888	1.800	$87,344
12	1.351	$65,556	1.550	$75,213	1.580	$76,668	1.610	$78,124	1.770	$85,888	1.800	$87,344	1.830	$88,799	1.860	$90,255
13	1.351	$65,556	1.600	$77,639	1.630	$79,095	1.660	$80,550	1.840	$89,285	1.870	$90,740	1.900	$92,196	1.930	$93,652
14	1.351	$65,556	1.650	$80,065	1.680	$81,521	1.710	$82,976	1.910	$92,681	1.940	$94,137	1.970	$95,593	2.000	$97,048
15	1.380	$66,963	1.680	$81,521	1.710	$82,976	1.740	$84,432	1.980	$96,078	2.010	$97,534	2.040	$98,989	2.070	$100,445

20	1.380	$66,963	1.700	$82,491	1.730	$83,947	1.760	$85,403	2.030	$98,504	2.060	$99,960	2.090	$101,416	2.120	$102,871
25	1.380	$66,963	1.720	$83,462	1.750	$84,917	1.780	$86,373	2.080	$100,930	2.110	$102,386	2.140	$103,842	2.170	$105,298
30	1.380	$66,963	1.750	$84,917	1.780	$86,373	1.810	$87,829	2.110	$102,386	2.140	$103,842	2.170	$105,298	2.200	$106,753

** Includes at least 15 hours graduate credit

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CERTIFICATE

RE: MEA NEGOTIATED THREE YEAR AGREEMENT – EFFECTIVE AUGUST 1, 2026 UNTIL JULY 31, 2029 (Board approved March 25, 2026)

The undersigned, Treasurer of the Board of Education of the Midview Local School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2026 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Midview Local School District, Ohio, and the Superintendent of Schools of the Midview Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the applicable succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 (and 5705.44 if applicable) of the Ohio Revised Code.

Dated March 26, 2026

Treasurer, Board of Education
Midview Local School District, Ohio

Interim Superintendent of Schools
Midview Local School District, Ohio

President, Board of Education
Midview Local School District, Ohio