Tue, 05/26/2026 09:45:23 AM SERB

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MASTER AGREEMENT

BETWEEN

Minster Board of Education

and

Minster Teachers' Association

Effective

July 1, 2026

through

June 30, 2029

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ARTICLE 1 - STATEMENT OF PRINCIPLES

1.1 The Board of Education of the Minster Local School District together with the Minster Teachers' Association recognizes that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent, administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunities for all pupils, results of scientific investigation, evaluation of experimental efforts, or the analysis of effective instructional programs should be used to determine what is best for the education of pupils. Therefore, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling. Thus, the Association subscribes to the current Code of Ethics of the Education Profession as adopted by the National Education Association and Ohio Education Association.

1.2 The Board of Education, the Superintendent, the administrative staff, and the teaching 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 concern which affect the quality of the total educational program.

1.3 It is the purpose of this document to establish this relationship between the Board of Education and the Minster Teachers' Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern. Thus, the parties do hereby agree as follows:

ARTICLE 2 - RECOGNITION

2.1 RECOGNITION OF ASSOCIATION

2.1.1 The Minster Board of Education hereinafter called the "Employer," hereby recognizes the Minster Teachers' Association/OEA/NEA, hereinafter called the "Association," as the sole and exclusive representative of all regular certified teaching personnel for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

2.2 RECOGNITION OF SUPERINTENDENT

2.2.1 The Board of Education recognizes the school Superintendent as its chief executive officer and the person to whom it looks for educational leadership. It shall be the function of the Superintendent and the Board or their designated representatives to meet in accordance with established procedure with representatives of the Association in an effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiation.

2.3 SEVERABILITY

2.3.1 Should any clause of contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

2.3.2

a. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate an provision of the Agreement, the parties may request to meet and negotiate any invalid provision of the Agreement. The request to meet and negotiate will be honored within sixty (60) calendar days unless the number of days is increased through mutual agreement.

b. If, during the term of this Agreement, there is any new legislation affecting requirements of job description or work environment, the parties may request to meet within sixty (60) calendar days unless the number of days is increased through mutual agreement.

c. "The parties shall meet within ten (10) days after the final determination of unlawfulness to begin bargaining over its impact and to bring the Contract into compliance. If the parties fail to reach an agreement over the affected provision within a mutually agreed upon time frame, the statutory dispute settlement procedure shall be utilized to resolve the dispute."

2.3.3 To the extent that any provision of the Board Policy Manual, the Teacher's Handbook, or other regulation or procedure conflicts with a provision of this agreement, the provision of the agreement shall have precedence.

2.4 ASSOCIATION DUES DEDUCTIONS

2.4.1 Teachers may authorize payroll deductions on the scheduled teacher workday prior to the beginning of each school year for professional dues to be deducted in twenty-four (24) equal payments, two (2) per month, commencing with the first pay period. Four (4) days before initial dues deduction, the School Treasurer's office will email the MTA treasurer informing them that the dues deduction will begin on the next direct deposit notice. The MTA treasurer will forward information to all MTA members. The MTA treasurer will receive monthly OEA dues deduction reports from the School Treasurer's office two (2) weeks after the report is generated. In the case of a missed deduction, the employee will be provided the choice, by the School Treasurer's office on how many pay periods to spread the missed deduction payment over. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedures. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

2.4.2 The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.

ARTICLE 3 - DEFINITIONS

3.1 Employer - The Minster Board of Education

3.2 Employee: Persons holding a regular certified teaching position by appointment or employment in the service of the Minster Board of Education.

3.3 Bargaining Unit

3.3.1 The bargaining unit shall include all regular certified teaching personnel employed by the Minster Board of Education excluding administrative management level employees, supervisory employees, confidential employees, classified employees, and substitute teachers. It is also recognized that the Minster Teachers' Association will be the bargaining unit for future regular Certified teaching personnel that are employed during the life of this contract.

3.3.2 Groups not included in this bargaining unit:

a. Confidential employees - An employee who:

(1) Works in the personnel offices of a public employer, and
(2) Deals with information to be used by the employer in collective bargaining, or
(3) Works in a close continuing relationship with the public officers or representatives directly participating in collective bargaining on behalf of the employer.

b. Management Level Employee - An individual who formulates and implements policy on behalf of the employer or who may reasonably be required on behalf of the employer to assist in the preparation for negotiations, administer negotiated agreements, or have a major role in personnel administration.

c. Supervisor - A person who has the authority to:
(1) Hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other public employees.
(2) Responsibly direct other public employees.
(3) Adjust or recommend to adjust grievance.
(4) Use authority which requires the use of independent judgment.

Restrictions to the definition of supervisor

a. School district employees who are Department Chairman or Consulting Teachers may not be deemed supervisor.

b. No teacher shall be designated as a supervisor or management level employee unless he/she possesses an administrative certificate and is assigned to a position for which an administrative certificate is required.
c. Students working as part-time employees twenty (20) hours per week or less, less than fifty (50) percent of the normal work week in the employee's bargaining unit, whichever is less.
d. Classified (non-certified) employees.
e. Substitute teachers.

3.4 Exclusive Representative - The Minster Teachers' Association. It is recognized that The MTA is an affiliate of OEA and NEA.

3.5 Classified Employee - An individual employed as non-certified personnel. These employees include clerical, secretarial, custodial, bus drivers, cafeteria workers (cooks, head cooks), part-time non-professional employees, clerks, teacher-aides, employees not defined as regular certified teaching personnel.

3.6 To Bargain Collectively

1. Negotiate in good faith.

2. At reasonable times and places.

3. With respect to wages, hours, terms or any other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement or to resolve questions arising under the agreement.

4. With the intention of reaching an agreement or to resolving questions arising under the agreement.

5. Must execute a written contract incorporating the terms of any agreement reached.

6. Does not require concessions nor does it require that the parties agree to a proposal.

3.7 Wages - Hourly rates of pay, salaries, or other compensation for services rendered.

3.8 Day: Calendar Day - one seventh of a week.

Contract Day - a day the regular certified teaching personnel are required to report to work as defined in the school calendar adopted by the Board of Education. (Currently the school calendar for regular full-time certified teaching personnel calls for one hundred eighty-four (184) contract days. Other certified personnel may have extended service contract days.)

3.9 Full-time Employee - An employee contracted to work 37.5 hours per week.

3.10 Part-time Employee - Anyone employed to work less than 37.5 hours per week.

ARTICLE 4 - EMPLOYEE AND MANAGEMENT RIGHTS

4.1 EMPLOYEE RIGHTS UNDER THIS AGREEMENT

Public employees have the right to:

4.1.1 Form, join, assist, or participate in, or refrain from joining, assisting, or participating in any employee organization of their own choosing except where restricted by a Chapter 4117 exception of O.R.C.

4.1.2 Be represented by an employee organization.

4.1.3 Bargain collectively with their public employer to determine wages, hours, terms, or other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.1.4 Enter into collective bargaining agreements.

4.1.5 Present grievances and have them adjusted without the intervention of the bargaining representative as long as:

a. The adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, and
b. The bargaining representatives have been given the opportunity to be present at the adjustment.
c. The grievance has been filed in compliance with the Grievance Procedure established within this Agreement.

4.2 EMPLOYER RIGHTS

The Minster Board of Education reserves all managerial rights traditionally ascribed to Boards of Education. Among these rights are the rights to:

4.2.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Minster Board of Education, standards of services, its overall budget, utilization of technology, and organizational structure.

4.2.2 Direct, supervise, evaluate, or hire employees.

4.2.3 Maintain and improve the efficiency and effectiveness of the District's operations.

4.2.4 Determine the overall methods, process, means, or personnel by which the District's operations are to be conducted.

4.2.5 Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees.

4.2.6 Determine the adequacy of the work force.

4.2.7 Determine the overall mission of the School District.

4.2.8 Effectively manage the work force.

4.2.9 Take action to carry out the mission of the School District.

4.3 ASSOCIATION RIGHTS

4.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. The bulletin board will be provided by the Board and will be located in the teachers' lounge in each building. The Association may use teacher mailboxes, emails, and the use of PA announcements for communication to teachers.

4.3.2 Authorized representatives of the Association who are employees of the District shall be permitted to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

4.3.3 The Association shall have the right to represent teachers in areas specified under 4117 which include: wages, hours, terms of employment, other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.3.4 If not provided by the County Office the following information will be provided to the Association without cost to the Association as soon as practicable: names, assignments, work locations and non-confidential home addresses and telephone numbers of all members of the bargaining unit.

4.3.5 The District shall provide the Association with three copies of the Board of Education meeting agenda. Addenda will be made available at the same time they are presented to the Board.

4.3.6 Building Leadership Teams will consist of building principal, guidance counselor and department members as described. The longest serving MTA co-president will serve on the BLT team of their building. Department members will be chosen by each teacher department in each building by a majority of votes of the member of their department using the following scoring guide: Leadership: High =3, Medium =2, Low =1; Communication: High =3, Medium =2, Low =1; Ability to Represent Team: High =3, Medium =2, Low =1; Ability to Prioritize Need of Others Over Their Wishes: High =3, Medium =2, Low=1. Teachers chosen have the right to

decline the role, if they decline the runner up will serve. Meetings will be held as needed and may include meetings over the summer. Building Principals are responsible for keeping accurate attendance for the BLT members. Stipend will be $50 per meeting and will be paid the second pay in June. Teacher members of the BLT shall serve two year terms and may be re-elected. In an even year (2020) the following positions will be re-elected K-2; 5-6; elementary intervention, English, science high school specials. In an odd year the following positions will be re-elected: 3-4; elementary specials; JH representative; social studies; math, high school intervention.

District Leadership teams will include Superintendent; Building Principals, Treasurer; Board Representative; Guidance Counselors; MTA president; 2 members of the elementary BLT as voted on by the teacher members of the elementary BLT; two members of the high school BLT as voted on by the teacher members of the high school BLT. Meetings will be held as needed and may include meetings over the summer. Teacher members shall serve 2 year terms and may be re-elected. Stipend will be $50 per meeting and will be paid the second pay in June. DLT members will take on necessary roles as a leader of school improvement for their respective building.

4.3.7 The Association's designated representative shall be given sufficient time on the agenda at faculty meetings and workshops to present reports and announcements for the Association.

4.3.8 The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities. The Superintendent will notify the MTA President of the date and time of the new employee orientation and provide a list of new employees. The MTA will be given thirty (30) minutes of time with the new employees during the orientation day.

4.3.9 The rights granted herein to the Association shall not be granted or extended to any competing organization for the term of the contract.

4.3.10 The President of the MTA shall be supplied with approved minutes of all regular Board meetings at no cost to the MTA.

4.3.11 The Board shall provide a copy of the Master Agreement to all MTA members.

4.3.12 The MTA shall be given a copy of the current policy manual and a copy of any changes at no cost to the MTA.

4.3.13 With respect to all sums deducted by the Board, pursuant to authorization of the teacher, for membership dues, the Board agrees promptly to remit such monies to the Ohio Education Association. It is the responsibility of the MTA to keep the Treasurer informed regarding any changes in membership status.

4.3.14 The MTA shall have the right to use up to a maximum of an aggregate of six (6) days of absence per year without loss of pay. These days are to be used by the official delegate(s) elected or chosen to represent the Association in an official capacity at Association meetings, conferences or conventions. Forty-eight (48) hours advance notice must be given. The days are not to be deducted from any other leave for which said member may be eligible.

4.3.15 Be informed of proposed policy changes and have an opportunity to express their views regarding the policy prior to final adoption by the Board. The Superintendent will provide a copy of the proposed policy change to the association president prior to Board adoption.

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

4.4 SUBJECTS OF BARGAINING

4.4.1 Proper subjects of bargaining

a. Wages
b. Hours
c. Terms of employment
d. Other conditions of employment
e. The continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.4.2 Inappropriate and Prohibited Subjects of Bargaining

a. Civil Service rules and procedures.
b. All managerial rights traditionally ascribed to the Board of Education as defined in Article 4.2 (Employer Rights).
c. Items in which specific laws prevail as described in Article 2.3.2
d. Union Shop or Closed Shop.
e. Expiration date later than three years from beginning of the contract.

4.5 UNLAWFUL DISCIMINATORY PRACTICES

It shall be an unlawful discriminatory practice:

4.5.1 For any employer, because of the race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

4.5.2 For an employment agency or personnel placement service, because of race, color, religion, sex, military status, national origin, disability, age, sexual orientation,

political affiliation, union membership, or ancestry, to do any of the following:

1. Refuse or fail to accept, register, classify properly, or refer for employment, or otherwise discriminate against any person.

2. Comply with a request from an employer for referral of applicants for employment if the request directly or indirectly indicates that the employer fails to comply with the provisions of sections 4112.01 to 4112.07 of the Revised Code.

4.5.3 For any labor organization to do any of the following:

1. Limit or classify its membership on the basis of race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry.

2. Discriminate against, limit the employment opportunities of, or otherwise adversely affect the employment status, wages, hours, or employment conditions of any person as an employee because of race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry.

4.5.4 For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of race, color, religion, sex military status, national origin, disability, sexual orientation, political affiliation, union membership, or ancestry in admission to, or employment in, any program established to provide apprentice training.

4.5.5 Except where based on a bona fide occupational qualification certified in advance by the commission, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to do any of the following:

1. Elicit or attempt to elicit any information concerning the race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry of an applicant for employment or membership.

2. Make or keep a record of the race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry of any applicant for employment or membership.

3. Use any form of application for employment, or personnel or membership blank, seeking to elicit information regarding race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry; but an employer holding a

contract containing a nondiscrimination clause with the government of the United States, or any department or agency of that government, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain that proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;

4. Print or publish or cause to be printed or published any notice or advertisement relating to employment or membership indicating any preference, limitation, specification, or discrimination, based upon race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry.

5. Announce or follow a policy of denying or limiting, through a quota system or otherwise, employment or membership opportunities of any group because of the race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry of that group.

6. Utilize in the recruitment or hiring of persons any employment agency, personnel placement service, training school or center, labor organization, or any other employee-referring source known to discriminate against persons because of their race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry.

4.5.6 For any person seeking employment to publish or cause to be published any advertisement that specifies or in any manner indicates that person's race, color, religion, sex, military status, national origin, disability, age, or ancestry, or expresses a limitation or preference as to the race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry of any prospective employer.

4.5.7 For any proprietor or any employee, keeper, or manager of a place of public accommodation to deny to any person, except for reasons applicable alike to all persons regardless of race, color, religion, sex, military status, national origin, disability, age, sexual orientation, political affiliation, union membership, or ancestry, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation.

ARTICLE 5 - PROFESSIONAL NEGOTIATION PROCEDURES

5.1 DIRECTING REQUESTS

5.1.1 A written request to begin negotiations shall be submitted approximately February 15, but not later than March 1, by the Association to the Superintendent or by the Superintendent to the Association. In addition it is the requesting party's obligation to notify the State Employment Relation Board of the offer to negotiate by serving upon SERB a copy of the written notice to the other party.

5.2 MEETINGS

5.2.1 An agreement will be reached within three (3) calendar days of the request as to the time and place of the meetings, which shall be held within seven (7) calendar days after the request has been submitted, unless both parties agree to an extension of time. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting unless mutually agreed otherwise. The parties of this Agreement may mutually waive or change negotiating meeting procedures.

5.2.2 All proposals shall be submitted in writing by both parties at the initial meeting. After the second meeting new proposals shall not be submitted by either party unless by mutual agreement.

5.2.3 Original proposals shall be written and in language suitable for inclusion in the final agreement. If the change is a minor change in existing language, the proposal shall give specific reference to the word, sentence, or paragraph to be changed with the new language included.

5.2.4 Topical listings of items proposed for negotiations (i.e., laundry list) shall constitute a clear failure of compliance and may be disregarded.

5.2.5 Either party may call for a caucus of up to approximately thirty (30) minutes or by mutual agreement extend such caucus.

5.2.6 Bargaining sessions shall last a maximum of three (3) hours unless by mutual agreement the time is extended.

5.3 NEGOTIATION TEAM

5.3.1 The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed three members each, or four members each in the event that either party wishes to include an outside consultant. The team shall be composed of certified personnel, the Minster Teachers' Association and members of the Minster Board of Education or administration. Each team shall have the

option of adding one outside negotiator each, who is not a member of the Minster Teachers' Association or a member of the Minster Board of Education, having given at least seven (7) calendar days' notice of intent to do so. The MTA will maintain one consistent member at the table each day/evening when meetings are held. The Treasurer will be included at the table as an impartial observer able to answer direct questions. She will provide data as requested to either party. If negotiations are conducted during the school day, MTA members will use professional leave.

5.3.2 An advisor may be available for either side, but either party must caucus with him/her outside the meeting room: he/she is not to be an observer of the actual negotiation sessions, except as noted in the previous paragraph. At the request of either side, the negotiation sessions may be recorded and those recordings are then to be available to either side.

5.4 NEWS RELEASES - WHILE NEGOTIATIONS ARE IN PROGRESS

5.4.1 During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the releases prior to their dissemination.

It is understood that the exception to this could exist in the Dispute Resolution Procedure, in that if the mediator is asked to release information, neither party has control over what he releases except as defined in that procedure.

5.4.2 Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.

5.4.3 It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

5.5 INFORMATION

5.5.1 The parties agree during negotiations to provide each other, upon written request, and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

5.6 AGREEMENT

5.6.1 As items are agreed to, they shall be (TA'd) and signed off and when final agreement is reached through negotiation, the outcome shall be reduced to writing

and submitted to the Association for ratification. The negotiated agreement must be ratified by the Association and submitted to the representative of the Board of Education within fourteen (14) calendar days of the date in which the parties finalize the agreement. Upon official adoption by the Board, the Agreement shall be signed by both parties, and shall become a part of the official minutes of the Board and the Association, and become binding on both parties.

5.6.2 If the Board of Education fails to act upon the agreement at the next regularly scheduled board meeting after the agreement is submitted to the representative of the Board of Education, it becomes effective.

5.6.3 If the Board of Education rejects the proposed agreement, either party may reopen all or part of the entire agreement.

5.7 MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE

5.71 Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedure which supersede the procedures listed in Section 4117.14 (C) (2) - (6) and any other procedure to the contrary.

5.72 In the event agreement is not reached thirty (30) days prior to the expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days, then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) unless the parties agree to an alternative mediation service.

5.73 Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

5.74 The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 DEFINITIONS

6.1.1 A grievance is a complaint by the Association or by one or more teachers that there has been a misinterpretation of, or misapplication of the provisions of this agreement, which occurred since the ratification of this agreement by both parties. If two or more complainants have the same grievance, a joint grievance may be processed as a single grievance at this and succeeding steps.

6.1.2 A "Grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

6.1.3 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.4 "Appropriate Administrator" for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

6.1.5 An "Aggrieved Person" is the person or persons making the claim.

6.2 PURPOSE

6.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.3 PROCEDURES

6.3.1 An individual or group of employees may initiate a grievance through the Association following unsuccessful resolutions at the Informal Level.

6.3.2 The Association may initiate a grievance if its rights have been violated as defined in Definition 1 above, following the unsuccessful resolution at the Informal Level.

6.3.3 A grievance may be withdrawn at any step by the grievant.

6.3.4 The grievant has the right to be accompanied by the MTA president or other members of the bargaining unit at the Informal Level, Level 1 and Level 2 of the procedure. He/She has the right to be accompanied by a representative of OEA or legal counsel at Levels 3 and 4. If the grievant intends to be accompanied by legal counsel at any of the Level 3 or Level 4 meetings with the administration, the grievant must provide the Superintendent written notice of that fact at least 48 hours prior to the meeting. If the grievant fails to provide the Superintendent with such

notification, the Superintendent and grievant will reschedule the meeting within a reasonable amount of time and all meeting and response timelines shall be extended by a corresponding number of days with no penalty to the Board.

6.4 TIME LIMITS

6.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

6.4.2 Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

6.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the grievance shall be processed within the time limits and completed as soon as is possible following the close of the school year.

6.5 INFORMAL PROCEDURE

6.5.1 A sincere attempt should be made to resolve any grievances by oral interview between the complainant and the Principal before differences become formalized as grievances. He/She may be accompanied by the MTA president or other member of the bargaining unit.

6.5.2 If the grievance is not resolved to the satisfaction of the grievant by the informal procedure, the grievant may further pursue the grievance within twenty (20) calendar days after the fact or condition upon which the grievance is based by submitting a formal grievance form.

6.6 FORMAL PROCEDURE

6.6.1 Level One - School Principal (Or Immediate Supervisor)

1. If the grievant is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within seven (7) calendar days following the informal decision or within twenty (20) calendar days of the fact or condition upon which the grievance is based. Forms for this purpose shall be available in each school office. The written grievance shall be directed toward the Principal or immediate supervisor. Information copies are to be sent by the grievant to the Association President and to the Superintendent.

2. The Principal or immediate supervisor within seven (7) calendar days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association President and to the Superintendent.

6.6.2 Level Two - Superintendent of Schools

1. If the grievant is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within seven (7) calendar days after the decision is rendered, refer such grievance in writing to the Superintendent.

2. The Superintendent shall schedule a meeting to take place within seven (7) calendar days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.

3. The Superintendent shall, within seven (7) calendar days after the meeting, render a decision in writing to the building Principal, grievant, and the MTA president.

6.6.3 Level Three - Board of Education

1. If the grievant is not satisfied with the deposition made by the Superintendent, the grievant may initiate Level Three by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent within seven (7) calendar days after receipt of the Superintendent's decision.

2. At the next regularly scheduled Board meeting, the Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same.

3. Within seven (7) calendar days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent.

   Upon mutual agreement of the parties to the grievance, the grievance may be submitted to Level Four without a hearing before the Board.

6.6.4 Level Four – Arbitration

1. If the grievant(s) is (are) not satisfied with the disposition in Level Three, he/she (they) may request to the Association that the grievance be submitted to arbitration within seven (7) calendar days after receipt of the disposition at Level Three. The grievant's (s') request for arbitration shall be by certified mail, with return receipt requested, to the Association and to the Superintendent or if the Association is the grievant, to the Superintendent. The grieving party will petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties select an arbitrator by the "alternate strike method." An arbitrator shall be selected from the first or second list by the "alternate strike method." Each party shall have three strikes. The Association shall strike first.

   Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such times required by the AAA rules or as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. Binding arbitration shall be the sole and exclusive remedy for an alleged violation of this Agreement. The Association, Association representative or individual bargaining unit members may not file any unfair labor practice charge or any other action to enforce the rights provided by this Agreement.

3. The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor to add to, detract from, or modify the language herein, arriving at his/her decision concerning an issue presented that is proper within the limitations expressed herein. The arbitrator shall not have the authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her. He/she shall not limit or interfere with the powers, duties, and responsibilities of the Board or Administration under Article 4 of this Agreement, any other provision of this Agreement reserving powers and duties to the Board or Administration or any applicable law or regulation having the force and effect of law.

4. No grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

5. The cost of arbitration shall be born by the loser of the grievance, except that each party shall bear the cost of its own representative(s). If the arbitrator does not make a decision the cost of the arbitration is shared by the parties.

MINSTER LOCAL SCHOOLS

GRIEVANCE REPORT FORM - Level I

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____ _____

Signature of Grievant Date

C. Disposition by Principal:

_____

_____

_____

_____ _____

Signature of Principal Date

MINSTER LOCAL SCHOOLS

GRIEVANCE REPORT FORM - Level II

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

C. Disposition by Superintendent:

_____

_____

_____

_____ _____

Signature of Superintendent Date

MINSTER LOCAL SCHOOLS

GRIEVANCE REPORT FORM - Level III

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

C. Disposition by Board of Education:

_____

_____

_____

_____ _____

Signature of Treasurer Date

MINSTER LOCAL SCHOOLS

GRIEVANCE REPORT FORM - Level IV

Request for Binding Arbitration
To The Association

Name of Grievant _____ Assignment _____

Building _____ Date _____

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

_____

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____

_____ _____
Signature of Grievant Date

ARTICLE 7 - COMPLAINT PROCEDURE

7.1 GENERAL PROVISIONS:

7.1.1 The complaint procedure is a method by which an individual employee or group of employees can express a concern, problem or dispute pertaining to interpretation or application of established Board Policy or administrative regulations and procedures which are applicable to bargaining unit members. All provisions of the grievance procedure shall apply except: (1) instead of grievance and grievant the words complaint and complainant shall be substituted, and (2) as altered or specified herein.

7.1.2 If the subject of a complaint is an Association item for Negotiations, the Board may defer hearing at Level Three until agreement has been reached in negotiations or the subject withdrawn.

7.1.3 Complaints may not be filed on the content of an evaluation.

7.1.4 No records, documents, or communications generated as a result of a complaint shall be placed in the personnel files of any participant in the procedure without the permission of the complainant.

7.1.5 A complaint cannot be filed against anything placed in the teacher's personnel file.

7.1.6 No complaint may be filed against a grievance or grievance be filed upon what is a subject of the complaint procedure.

7.2 PROCEDURE

7.2.1 A complaint may be processed in accordance with the informal procedure and Levels One and Two of the grievance procedure.

7.2.2 If the complainant is not satisfied with the disposition at Level Two the following procedure may be used:

7.2.3 Within seven (7) calendar days after receipt of the disposition at Level Two the complainant shall submit Complaint Report Form to the Board president. The Board of Education will study the complaint and prior disposition and shall provide to the parties involved their decision in writing. The Board's decision shall be final and binding and shall be made by the second regular Board of Education meeting subsequent to submission of the complaint to the Board's president. The complainant shall have the right to request a hearing prior to the Board's decision and shall have the right to be accompanied by a representative from OEA or legal counsel.

MINSTER LOCAL SCHOOLS

COMPLAINT REPORT FORM - Level I

Name of Complainant _____ Assignment _____

Building _____ Date _____

A. Date Complaint Occurred _____

B. 1. Statement of Complainant

_____

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____

_____ _____

Signature of Complainant Date

C. Disposition by Principal:

_____

_____

_____

_____ _____

Signature of Principal Date

MINSTER LOCAL SCHOOLS

COMPLAINT REPORT FORM - Level II

A. Position of Complainant

_____

_____

_____

_____

_____ _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent:

_____

_____

_____

_____ _____

Signature Date

MINSTER LOCAL SCHOOLS

COMPLAINT REPORT FORM - Level III

A. Position of Complainant:
(Specify the act or condition upon which the complaint is based.)

_____

_____

_____

_____

B. Attach a copy of written disposition by Superintendent.

_____ _____
Signature Date

C. Date Received by Board President: _____

D. Hearing Requested: _____ Yes _____ No

E. If Requested, Date of Hearing: _____

F. Disposition by Board of Education:

_____

_____

_____

_____

_____ _____
Signature Date

ARTICLE 8 - PARENTAL COMPLAINT PROCEDURE

8.1 When a member of the Public makes a complaint to the Board or any of its members or Administrators concerning an employee, and the concern is thought to be serious enough to become a matter of record, the appropriate Administrator shall inform the employee of the concern in a private meeting. The Administrator and employee shall attempt to resolve the party's complaint.

8.2 An Administrator, employee and complaining party shall meet to attempt to resolve the party's complaint unless the Administrator feels a resolution may be more obtainable by meeting with the complaining party without the employee.

8.3 Should the complaining party still not be satisfied and bring the concern to the Board, the employee shall be so informed and have the right to provide the Board information concerning the issue.

8.4 The employee may have a representative of the Association present at any level.

ARTICLE 9 - REDUCTION IN FORCE

9.1 The board may suspend teacher's contracts in accordance with R.C. 3319.17. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

9.1.1 If the Board of Education determines a RIF may occur, Teachers to be RIFed by the start of the following school year must be notified no later than May 10th of the previous school year.

9.1.2 A bargaining unit member who is displaced and/or reduced from one teaching area but who currently possesses a continuing contract may displace a member who does not possess a continuing contract in another area in which he/she maintains a current certificate/license. In determining which teacher shall be displaced, the board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

9.2 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:

9.2.1 No new teachers will be employed by the Board while there are teachers on the recall list who are certified for any vacancy which may occur within the district.

9.2.2 Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certified.

9.2.3 If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing, by certified mail, return receipt requested, to the district office within seven calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.

9.2.4 A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

9.3 The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to

fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

9.4 No retired teachers will be employed by the Board in any year where a Reduction in Force has occurred, or while there are any teachers on the recall list with the required certification.

ARTICLE 10 - ASSIGNMENTS, VACANCIES, AND TRANSFERS

10.1 ASSIGNMENTS

10.1.1 Teachers under contract during a school year will be notified in writing of their teaching assignments for the following school year not later than thirty (30) calendar days prior to the beginning of that school year. Such notification shall include the teacher's school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible. Any teacher so affected shall have the opportunity to confer with the Superintendent/designee before the assignment change takes place.

10.2 VACANCIES

10.2.1 Vacancies, as determined by the administration, may result from creation of new positions, resignations, Board approved leave of absences, retirement, death, non-renewal, or termination.

10.2.2 Vacancies for bargaining unit positions will be officially e-mailed to all members. During the school year, normally, no action will be taken to fill such position until it has been posted for five (5) contract days and seven (7) calendar days during the summer. Staff will be notified of openings over the summer by email and the use of the notification system used for delays and cancellations.

10.2.3 Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but is creating an opportunity for employees to indicate an interest in transferring to such a position. In addition to transfer requests received after posting, unfilled voluntary transfer requests submitted as per section 10.3.1 of this article will be considered in filling vacancies which occur during the first nine (9) contract days of the school year. Time limits for posting and filling vacancies do not apply to such positions.

10.2.4 When vacancies occur ten (10) contract days after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position may be considered, as determined by the Superintendent, open for transfer requests. Recommendations to fill vacancies shall be made at the discretion of the Superintendent. If not currently a bargaining unit member, individuals who fill such positions shall not be considered as such.

10.2.5 Recommendations to fill the vacancy shall be made by the Superintendent based on the following criteria: certification and qualifications of the applicant, instructional requirements, best interest and needs of the district (e.g., staff balance, better staff utilization), and seniority. Seniority in the district shall mean uninterrupted service from the effective date of the employee's most recent date of hire except that the

Board approved leave of absence shall not constitute an interruption. Not later than May 15 of each year, the Superintendent will prepare a list of vacancies and teaching positions for the following school year. Vacancies to be identified will include those filled on a temporary basis as per section 10.2.4 and others as have arisen under section 10.2.1.

10.3 TRANSFERS

General Provisions: For purposes of this article, transfer shall be defined as change from high school to elementary (K-8), or elementary (K-8) to high school, or one area of certification to another.

10.3.1 Voluntary Transfers

1. Request for transfer will be made in writing by the teacher on or before March 15 of each year. (The request shall set forth the reasons for transfer; the school, grade or position sought; and the applicant's qualifications.) Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which transfer is requested. Such request shall expire on the ninth (9th) contract day of the succeeding school year.

2. Unit members filing appropriate voluntary transfer requests as per section 10.3.1, or who properly apply for the posted position within the five (5) contract days or seven (7) calendar days posting period, may be granted the position in accordance with section 10.2.5.

3. Each unit member that has requested a transfer shall be notified of the disposal of that request. If a vacancy exists and the request is denied or granted to a less senior teacher, the teacher may request and shall be granted a conference with the Principal or Superintendent/designee. Voluntary transfer requests shall not be given priority consideration over staff reduction transfers.

10.3.2 Involuntary Transfers Notification of Assignment

If a teacher is to be involuntarily transferred to another assignment the Superintendent/designee will personally contact the affected teacher. If personal contact is not possible a phone call will be made to the affected teacher. Teachers are responsible for giving written notification to the Superintendent/designee's office of the address and/or telephone number where they can be contacted during the summer when school is not in session if that number is different from what is already on file. The teacher shall be given a minimum of two (2) contract days' notice before receiving students in his/her new position.

10.4 JOB SHARING

10.4.1 The job sharing must be approved by the building Principal and the Superintendent on a yearly basis.

10.4.2 Applicants for a job-sharing position shall have a minimum of three (3) years teaching experience to qualify.

10.4.3 Teachers who want to job share must submit a written plan for approval to the building principal by April 30 of the preceding school year with the following elements:

a. The grade level, building, and subject to be shared.

b. The teachers who will be job sharing. No current staff member shall be required to job share.

c. The percentage of the regular full-time work day and exact time schedule each participant proposes to be present on the site plus teaching schedule.

10.4.4 A job-sharing plan will be in effect for a full school year.

10.4.5 The job-sharing teachers will jointly develop teaching methods and techniques, and grading practices that ensure consistency and compatibility of the program.

10.4.6 All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant. The costs of job sharing a position shall not exceed the cost of one full time equivalent position.

a. The typical contractual allotment of three (3) personal leave days per Article 11.7.1 shall be split between the job-sharing teachers, resulting in each job-sharing teacher being allotted one and a half (1.5) personal days.
b. Job-sharing teachers will accrue sick leave based on hours worked.

10.4.7 Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis; for example, one half-time service provides one-half credit.

10.4.8 Job-sharing teachers shall be considered for contract status, evaluation, and layoff on the same basis as other teachers.

10.4.9 Each participant must attend all contractually required duties that are required of a full-time teacher (e.g., open house, parent conferences, and faculty meetings).

10.4.10 The Superintendent must be notified by March 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status.

10.4.11 The participant who wants to return to a full-time contract status will be assigned to the first available full-time comparable teaching position for which that teacher is certificated. If there are not enough full-time comparable teaching positions available, then the available position(s) will be filled based on greatest seniority. If both job-sharing participants have not been offered a full-time position by June 30, then the participants must continue in the job-sharing for one more school year.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 SICK LEAVE

11.1.1 Advance of Sick Leave

A maximum of five (5) contract days of sick leave which have not yet actually been earned shall be advanced to all new regular employees and all employees who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave. The advancement shall be limited to a maximum of five (5) contract days advanced during any one school year.

11.1.2 Accumulation of Sick Leave

Professional personnel will earn sick leave at the rate of 1 ¼ contract days sick leave per month which is fifteen (15) contract days annually. A record of all accrued sick leave for each teacher will be kept on file in the office. The sick leave balance in AESOP (or whichever sub-finding service Minster Schools is currently using) shall be updated on a consistent basis at least once per month. Only 210 days per medical incident may be applied to the days sick leave allowed before the teacher must return to work, apply for and be granted disability by STRS, retire or resign.

11.1.3 Use of Sick Leave - Personal

Professional personnel may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

11.1.4 Use of Sick Leave - Immediate Family

Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, or any other relative or non-marital partner living under the employee's roof. Based on special needs the Superintendent may grant the use of sick leave for other family members.

11.1.5 Bereavement leave without loss of pay or deduction from sick leave to attend and to plan funerals that occur on days school is in session shall be granted to a teacher upon request to the Superintendent as follows:

1. Immediate (step) family – up to five (5) days. The immediate (step) family will include the following: a parent or child of the employee or the employee's spouse, sister or brother, grandparent, grandchild, father-in-law, sister-in-law, mother-in-law, brother-in-law, spouse of a child, or any other relative or non-marital partner living under the employee's roof.

2. Aunt, uncle, niece, and nephew will be up to three (3) days of leave but sick days may be used to make it a total of five (5) days. This benefit will also apply to the grandparents, aunts, and uncles of the employee's spouse.

3. Other relatives/close family friends will be one (1) day of leave.

4. For an executor of the estate: up to five additional non-consecutive sick days may be used within 1 calendar year of the death of the loved one to manage the legal and financial matters pertaining to the estate. The employee using the leave will provide documentation of their designation as the executor of the estate to the superintendent.

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Based on special needs, the Superintendent may grant additional sick days for death in the immediate (step) family.

11.1.6 Sick Leave Donation Policy

District employees are entitled to donate up to five (5) sick leave days to another district employee under the following conditions and restrictions:

1. The recipient of the donation must have zero sick leave days at the time of the leave.

2. No more than twenty (20) total sick leave days may be allocated to the recipient during a school year.

3. A district employee may donate no more than twenty (20) total sick leave days during a school year.

4. In order to qualify for the donation, the recipient must produce, to the Superintendent, written notification from a licensed doctor affirming the legitimacy of the leave within thirty (30) days of the absence.

5 District employees wishing to donate sick leave to an individual must do so in writing to the Superintendent within thirty (30) days of the recipient's absence.

11.1.7 Use of sick leave for the employee's illness/injury beyond five (5) consecutive work days will require a medical certificate (medical care provider note) that specifies when the employee may return to work.

11.2 RESTRICTED LEAVE

11.2.1 The board will permit the administration to grant absence without deduction of pay for: (will be deducted from sick leave)

Teacher's graduation - 2 contract days.

Upon prior approval, additional days may be granted by the Superintendent.

11.2.2 The following is not to be deducted from sick leave:

1. Subpoena at court. Circumstances over which the employee has no control in which he is not at fault or in which moral turpitude is not involved or in which the Board is not a party to the case.

2. Emergency, e.g., auto accident on way to work.

3. Jury duty -- The Board of Education shall pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received for serving as a juror (O.R.C. 3313.211). Employee will sign jury duty check over to the Minster Local Board of Education and said employee will receive regular salary.

4. Limitations

   a. Professional employees shall limit use of leave under Section 11.1.4 and 11.1.5 to only those contract days when absence from duty is required because of personal responsibilities and/or personal bereavement.
   b. All absence which qualifies for sick leave will be deducted from sick leave. If an absence qualifies for sick leave, an individual may not be forced to use a personal day in lieu of sick leave.
   c. All sick leave requests are subject to the approval of the Superintendent.

5. Requests

   a. Professional staff shall notify his/her Principal or designee or any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations,

lesson plans from the teaching staff must be available to the substitute.

b. The employee bears the full responsibility for requesting the use of sick leave by following the administrative guidelines.

c. Falsification of the use of sick leave is grounds for suspension or termination of employment as provided in Section 3319.16 O.R.C.

d. Failure to follow the administrative guidelines will result in a reduction in pay for the contract days in question until the guidelines have been properly followed.

11.3 FAMILY AND MEDICAL LEAVE

11.3.1 In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12-month period is entitled to an unpaid leave of absence of up to twelve (12) continuous weeks during any contract year (July 1 - June 30) for one of the following reasons:

a. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

b. because of the placement of a son or daughter with the employee for adoption or foster care;

c. in order to care for a spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or

d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.

11.3.2 If the employee already has been absent during the contract year for one of the reasons listed in (a) through (d) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in that contract year.

11.3.3 An employee must provide the Superintendent at least 30 days advance written notice before Family and Medical Leave is to begin if the need for the leave is foreseeable. If 30 days notice is not practicable, notice must be given as soon as practicable.

11.3.4 If the Superintendent or designee has reason to doubt the validity of the certification of the employee's need for the leave, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.

11.3.5 The employee must pay his or her contribution to health benefits to the Treasurer by the 25th of each month if the employee wants continued coverage for the following month.

11.3.6 During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

11.3.7 If an employee goes on leave due to his or her own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

11.4 PARENTAL LEAVE

11.4.1 Bargaining unit members may use sick leave towards their child care leave, with the following limitations:

1. for the birth or adoptive parent, up to twelve (12) weeks (84 calendar days) from the birth of the child or placement of the adoptive child; or

2. the non-birth parent, up to two (2) weeks (10 calendar) of the birth of the child.

3. Teachers who not do not qualify for FMLA may still elect to use all accumulated sick and personal leave for up to twelve (12) weeks of maternity leave (84 calendar days).

11.4.2 Sick leave as authorized under this section shall not exceed that number of accumulated and unused sick leave days to the credit of the teacher and earned during the period of such leave. Sick leave days are only deducted for contract days the employee is absent.

11.4.3 The Superintendent, at his/her sole discretion, may grant an extension of a leave beyond the Family and Medical Leave provided in Section 11.3.

11.4.4 A teacher who returns from parental leave following the use of leave of absence or sick leave shall be assigned to the same position which was held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position for which she/he holds certification.

Should it be necessary to implement reduction in force policies or transfer and reassignment policies, they shall take precedence or priority of importance assigning the returning teacher.

11.4.5 Extended Unpaid Parental Leave

Teachers may be granted a leave of absence for the birth or adoption of a child, within the first year of life or placement without pay for up to one school year in accordance with the following provisions:

1. A request is made in writing to the Superintendent sixty (60) days prior to the leave start date.

2. An acceptable replacement (if needed) is available for the teacher who is taking leave. If the Board hires a new teacher ("replacement teacher") to replace the teacher taking unpaid leave under this Section ("teacher"), the replacement teacher's acceptance of his/her contract constitutes his/her resignation from employment at the end of the teacher's unpaid leave, and the Board's approval of this Agreement constitutes its acceptance of the replacement teacher's resignation, so no further action or written notice of acceptance is necessary from the Board.

3. If granted, such leave shall be without pay and without experiential credit on the salary schedule. The teacher may remain a member of any and all group insurance plans at the individual's expense after the effective date of the unpaid leave in accordance with federal and state regulations.

4. All unpaid leave will be granted in semester increments. The duration of leave shall be as follows:

    a. If the leave is effective during the first semester, it shall be for the balance of that semester or the balance of the year.
    b. If the leave is effective during the second semester, it shall be for the balance of the school year, or the balance of the school year plus the next semester. Teachers, who request the next semester option, must do so in writing by March 1.
    c. If the leave is effective during the summer recess, it shall be for the following semester or the following school year.
    d. The end of leave date shall coincide with the last contract day within the semester of the requested leave.

5. The initial request for unpaid leave will include the intended return date. If the employee chooses to not return on the intended return date, she/he must provide notice to the Superintendent within 30 days.

6. If a teacher returns from parental leave, he/she will resume the contract status held prior to the leave and be restored to the same position or to an equivalent position. Upon return from leave, the teacher is not guaranteed the actual job assignment held prior to the leave.

7. In the event of a RIF, teachers on unpaid parental leave are subject to the same RIF procedures as active employees.

11.5 PROFESSIONAL LEAVE

11.5.1 Professional staff members may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally. Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Request for professional leave shall be submitted in writing on forms which shall be provided to all professional staff at the Principal's office. The Superintendent has the right to approve or disapprove such requests except that any request to attend out of state meetings must be approved in advance by the Board of Education. Professional staff members may use 1 professional day per course that would certify them to teach CCP and/or AP accreditation upon request.

11.5.2 Reimbursement shall be made based on current Board policy and in line with advanced approval and/or not to exceed recommendations.

11.6 PERSONAL LEAVE

11.6.1 Except as provided in Article 10.4.6, each certified staff member shall be allotted four (4) personal days. These contract days are unrestricted except as specified below.

11.6.2 The following procedure shall apply:

1. The teacher shall fill out, sign and submit the request to use personal leave to the building principal at least three (3) school days prior to the day of requested leave on the personal leave form provided by the Board. During the month of May, teachers must submit requests to the building principal at least five (5) school days prior to the day of requested leave on the personal leave form provided by the Board. In case of emergency, a teacher shall verbally notify the principal of the need for personal leave and submit the form on the day of his/her return.

2. If approved by the Principal, the application shall be forwarded to the Superintendent.

3. The Superintendent has the authority to control the number of requests for any one particular day.

4. A teacher may not use a personal day on a teacher in-service day.

5. If a teacher has sick leave days available, a teacher may not use personal leave days for reasons for which sick leave may be used under Article 11.1. In other words, a teacher must exhaust his/her sick leave days prior to using personal leave days for the reasons provided under Article 11.1.3, 11.1.4 or 11.1.5.

6. A teacher may carry over one (1) of the four (4) allotted personal days per year and can cash out any unused personal day at $200 each school year. The payment shall not be considered as salary for STRS credit and will be made by direct deposit the first pay in July.

7. Teachers retiring from the district shall be paid out unused personal days at the rate of $200.

11.7 DISABILITY LEAVE

An employee who is granted Family and Medical Leave under Section 11.3 because of his/her own serious health condition may use any accumulated sick leave as a part of the period of leave.

11.8 SABBATICAL LEAVE

The Board of Education may grant a sabbatical leave without pay upon the recommendation of the Superintendent of Schools to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board of Education. A plan of professional improvement shall be furnished to the Superintendent prior to Board approval. Upon return from sabbatical leave, a report shall be filed with the Superintendent/designee by the teacher as proof that said plan was followed. If granted, such leave shall be without pay and without experiential credit on the salary schedule. The teacher may remain a member of any and all group insurance plans at the individual's expense after the effective date of the unpaid leave in accordance with federal and state regulations. Upon return from sabbatical leave, the teacher will resume the contract status held prior to the leave and be restored to the same position or to an equivalent position. Upon return from leave, the teacher is not guaranteed the actual job assignment held prior to the leave.

If the Board hires a new teacher ("replacement teacher") to replace the teacher taking unpaid leave under this Section ("teacher"), the replacement teacher's acceptance of his/her contract constitutes his/her resignation from employment at the end of the teacher's unpaid leave, and the Board's approval of this Agreement constitutes its acceptance of the replacement teacher's resignation, so no further action or written notice of acceptance is necessary from the Board.

The Superintendent/Board's decisions under this Section cannot be the subject of a grievance.

11.9 MILITARY LEAVE

11.9.1 Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave without pay.

11.9.2 The teacher shall be reinstated to his/her position or an equivalent position for which he/she is certified with full credit including the annual increment(s) under the salary schedule. Upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) calendar days from the date of said release or discharge.

11.10 ASSAULT LEAVE

11.10.1 Any professional staff member who sustains injuries as a result of an unprovoked and unjustified assault by any parent, student or other person while in the course Board employment and while performing professional assigned duties on school grounds or at an official school function may request a temporary special leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave.

11.10.2 Assault leave will be granted if the following provisions are fulfilled:

1. The staff member must submit a written application for leave to the superintendent OR the staff member must provide a written physician's statement recommending the leave and the approximate duration of disability.

2. The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability.

3. The staff member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place; and said physician concurs with the staff member's physician that the staff member is disabled from returning to service.

4. The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board of Education.

5. The staff member shall apply for Workman's Compensation. If Workman's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

11.10.3 For the duration of the leave, the Board shall continue to pay all fringe benefits as per negotiated agreement.

11.10.4 In keeping with the above limitations, an assault leave shall be for no longer than thirty (30) calendar days per occurrence.

11.11 PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

11.11.1 The school calendar, as adopted by the Board will establish the school recess periods and holidays for all certificated staff members employed on a school-year basis.

11.11.2 The Board reserves the right to allow time off on regular contract days only in rare instances and not for annually scheduled vacations. Should the Board approve such a request, the employee will be docked compensation at his/her per diem rate. Salary deductions for unpaid leave will be taken from the paycheck following leave. It is the Board's intent that such requests be made only in extremely special circumstances and it is not their intent to approve such requests on a frequent basis for any individual employee. Teachers shall apply to the Superintendent in writing at least 60 work days in advance (if possible).

11.12 ABUSE OF LEAVE

Should any professional staff member make false application for and/or falsify any information within the provisions of the Article, that staff member shall be subject to Board discipline, suspension or termination.

11.13 ATTENDANCE INCENTIVE

A teacher will receive a premium for nonuse of paid sick leave as: long as there were no docked days without pay.

Days of Absence	Premium Payment
0 days per quarter	$200.00
.5 days per quarter	$150.00
1 day per quarter	$100.00

The premium payment shall not be considered as salary for STRS credit and will be given to each teacher who met the incentive and will be made by Direct deposit on payroll check in a lump sum in July.

ARTICLE 12 - GENERAL PROVISIONS

12.1 RESPONSIBILITIES OF THE TEACHER

12.1.1 Teachers must help supervise playgrounds and patrol halls and lunch rooms when assigned.

12.1.2 Teachers' lesson plans are subject to review by the Superintendent and Principal. They must be accessible to the substitute teacher.

12.1.3 Teachers should not leave the building during school hours other than at the noon hour or when on special assignment. If an emergency arises, inform the Superintendent or Principal.

12.1.4 Take class attendance at the beginning of each period. Report at the end of period any student who is absent from class and not on attendance slip.

12.1.5 Stand at the door in the hall when classes are passing. Be responsible for the students in the hall as well as in the room.

12.1.6 A copy of the daily schedule is required for the Principal's and the Superintendent's office.

12.1.7 Make frequent inspections of desks and textbooks. Untidy conditions should be corrected immediately.

12.1.8 Turn off lights when leaving for any period of time.

12.1.9 Complete all required reports promptly.

12.1.10 An inventory shall be maintained by each teacher of all property belonging to the Board of Education. These inventories shall be collected by the Principals and submitted to the Superintendent. This inventory shall give amount and condition of all items listed and shall be kept on file for any necessary future reference.

12.1.11 Report to the Principal as soon as possible if unable for any reason to be in the classroom.

12.1.12 The Elementary and Jr/Sr High School teaching staff shall be in the building at 8:00AM and remain until 3:30PM. Individual special arrangements may be approved by the Board of Education. In case of a one hour delay, school will start one hour later based on starting time of each building, a two hour delay will begin likewise, two hours later at each building. A three hour delay will begin likewise**,** three hours later at each building. Staff shall not be required to report on the first five (5) calamity days of any school year, and such days shall not be made up.

Employees shall be required to make up any calamity days beyond five (5) in a contract year. These make up days may or may not involve the attendance of students. If a student make up day is deemed necessary by the Superintendent then a make up schedule will be developed by the Superintendent using the denoted days available within the school year calendar and communicated with the Board and MTA. Teacher make up days to meet the employee work year of 184 days may be added to the end of the school year or may take place on a day that is cancelled for the students. In the event that teachers are required to report on a day that is cancelled for students:

1. Teachers will not report to work until 10:00 AM so that the parking lots and sidewalks may be cleared for each building.

2. Teachers shall devote a minimum of 5 hours to instructional improvement and development.

    a. The required 5 hours shall be fulfilled prior to 3:00 PM unless other arrangements have been made and approved with the appropriate supervisor.

3. If the teacher is unable to report safely to work, then he/she shall call his/her appropriate supervisor and discuss options to reach a solution. Possible solutions may be (but are not limited to): use of personal day, make up the time according to an agreement reached and approved by the appropriate supervisor, or make arrangements to report to work later and extend the day beyond 3:00 PM.

The number of days scheduled shall not limit the District's ability to require additional days worked to ensure compliance with the state minimum number of hours of instruction per year.

12.1.13 Scheduled teachers' meetings and parent-teacher conferences are a regular part of the teachers' professional obligations. Under normal conditions teachers will be required to attend the following in addition to those in-service and work days scheduled in the calendar:

1. Monthly teachers' meeting--one (1) per month

2. Open House for building(s) assigned.

3. Parent-Teacher Conferences will be scheduled for two (2) contract days. If scheduled evening, compensatory time will be taken off during the school day. Example: Afternoon and evening conference schedule would result in morning made available as time off.

4. One other scheduled meeting or activity will probably occur.

5. Teachers must be available to meet with individual parents as needed.

6. Teachers must be available to meet with Administrators as needed during their regularly scheduled work day.

7. Other activities outside the school day as required by job description or extra pay position will be required.

8. Other activities may be scheduled and teacher attendance may be advantageous but will be voluntary.

9. The administration would encourage teacher attendance at extracurricular activities but does not require such.

10. Three Professional Development Days will be designated in the calendar. Teachers are required to attend all professional development days, personal leave may not be used for professional development days. The Board of Education will request CEU credit for those in-services based on the rules and regulations governing the requirements as determined by the State Department of Education. Teachers will receive credit pursuant to these rules and regulations. There shall be no loss of pay to any staff member who has a district paid duty that they are unable to perform when an in-service day is held.

11. Teachers who attend Superintendent approved professional development activities outside the contracted school day such as in the summer, on weekends, or after school, may submit to the Superintendent a request to waive the attendance at one administrative pre-determined professional development day. All requests must be made two weeks prior to the designated day. The teacher is responsible for providing documentation such as CEU's or other evidence to verify their attendance to the superintendent.

12. Prior to the start of the school year teachers will be expected to be present for two teacher work days as specified on the school calendar. The equivalent of 1 full day at the beginning of the school year of uninterrupted, unscheduled, teacher time will be given to teachers for the purpose of preparing for the start of school. The second work day may be used by administrators for building/district meetings or professional development. Teachers will also be expected to be present for 1 teacher work day following the last day of school.

12.2 INSTRUCTIONAL AND EXTRACURRICULAR LOAD

12.2.1 The administration is responsible for the equitable distribution of extra duties among the members of the staff. As a general pattern, teachers shall teach no more than seven periods where a secondary school day consists of eight periods. The elementary teachers' load shall be adjusted in similar manner either by scheduling a shorter school day, a longer noon hour, or free periods.

12.2.2 Selection of personnel for extracurricular positions will be handled by the Local Superintendent and Principal with the agreement of the Board of Education. The supplemental pay scale would apply.

12.3 WORKERS' COMPENSATION

Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

12.4 MEDICAL REQUIREMENTS

12.4.1 Each certificated employee is required to meet the Ohio Department of Health standards regarding TB tests and other medical requirements.

12.4.2 Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act.

12.5 LIMITED CONTRACTS

12.5.1 All teachers who are awarded limited contracts shall receive contracts in the following sequence:

First contract - one-year limited contract
Second contract – one-year limited contract
Third contract - 2-year limited contract
Fourth contract and beyond – 3-year limited contract

12.6 CONTINUING CONTRACT

A teacher who was initially issued an educator license prior to January 1, 2011 shall be eligible for a continuing contract upon the completion of his/her first three year limited contract with the District and upon satisfying all requirements under state law for certification and/or licensure. A teacher who was initially issued an educator license on or after January 1, 2011 shall be eligible for a continuing contract upon satisfying all requirements under state law.

12.7 NON-RENEWAL OF LIMITED CONTRACTS

12.7.1 Limited contract teachers who have been employed for five (5) or fewer years, and who were hired by the Board of Education under a regular teaching contract on or after July 1, 2012 shall be notified in writing by the Superintendent by May 1, that the Superintendent will not be recommending to the Board that the teacher be reemployed 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. Teachers whose contracts are not renewed shall receive written notification by the Board of Education not later than June 1.

12.7.2 The nonrenewal procedure under 12.7.1 shall supersede all provisions in O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no rights to challenge said renewal pursuant to O.R.C. 3319.11 or 3319.111

12.7.3 Nonrenewal of all other teachers not covered by Section 12.7.1 above shall be accordance with O.R.C. 3319.11.

12.8 TERMINATION OF CONTRACT

12.8.1 The termination of a contract during the term of such contract shall be for good and just cause under O.R.C. 3319.16. The procedures for termination of such contract will be those specified in O.R.C. 3319.16.

12.8.2 A teacher terminated may, within the ten (10) days after receiving the written notice, request in writing, an opportunity to appear before the Board and offer reasons against termination.

12.9 SUSPENSION PENDING TERMINATION

If the Board's decision is against termination of a teacher who has been suspended without pay pursuant to O.R.C. 3319.16, the teacher shall be paid his/her full salary for the period of such suspension.

12.10 PROFESSIONAL PERSONNEL FILES

12.10.1 The official personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file, except as it might violate O.R.C. 149.43, and the only official file of recorded information of professional staff members maintained by the Board and administration. The Principal of each building may maintain a personnel file of all professional staff assigned to the building. Should a request to see a teacher's records be made, the teacher will be notified of such a request. Upon furnishing the personnel office or Principal with reasonable prior notice, a teacher shall have the right to examine the contents of his/her personnel files (both office file and file maintained in the Principal's office) to be accompanied by another individual of his/her choice, and to receive at Board expense a copy of any or all documents contained therein excluding confidential and/or pre-employment information. The examination of such file shall, at the discretion of the Superintendent, be in the presence of the Superintendent or his/her designee. No material may be removed from the file without the written consent of the Superintendent or his/her designee.

12.10.2 The teacher shall have the right to indicate those documents in the personnel file(s) which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the Superintendent or his/her designee, materials deemed obsolete shall be destroyed.

12.10.3 Information in the personnel file(s) may be removed upon request of the professional staff member and agreement of the Administrator making the entry or the Superintendent.

12.10.4 No materials dealing with evaluation or discipline of a teacher will be placed in the personnel file without prior acknowledgment by the teacher that he /she has reviewed the material or has been given an opportunity to review the material.

Routine, non-evaluative and non-disciplinary items (insurance, certificates, transcripts, workers compensation, personal form data, etc.) shall not require prior acknowledgement by the teacher.

12.10.5 A teacher shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

12.11 SUPPLEMENTAL CONTRACTS

12.11.1 All supplemental contracts will automatically non-renew each year. It will not be necessary for the Board of Education to issue notice of non-renewal or take Board action to renew or non-renew such a contract by the state deadline of June 1.

12.11.2 The Superintendent will contact each holder of such a contract no later than April 30 (except for spring sports) to determine their interest in continuing in said position and to indicate what his/her probable recommendation will be for the following year. The same action will occur regarding spring sports during the month of June.

12.12 FEE WAIVERS

Individual teachers who accept student teachers from accredited colleges will receive any provided payment to be deposited into the teacher's room or supply account.

12.13 ACADEMIC DISTRESS

The provisions of O.R.C. 3302.10 are incorporated herein as part of this Agreement by reference, consistent with O.R.C. 3302.10(P).

12.14 CLASS SIZE

The Board and the MTA recognize that the student-teacher ratio is an important part of effective and quality instruction. It is agreed that the number of students assigned to a teacher must reflect an efficient use of a teacher's time to develop and implement diversified, quality lessons to address the academic needs of his/her students and meet curricular standards.

It is further agreed that the building principals are responsible for the equitable distribution of teaching duties among staff members. During the second semester, the building principals will develop and convene an enrollment advisory committee to include five (5) MTA members - chosen by the MTA president, to review projected student-teacher ratios and teaching assignments for the succeeding school year.

The function of the enrollment advisory committee is to review and discuss enrollment data for the succeeding school year. This committee will serve in an advisory capacity to the Superintendent.

All reasonable efforts will be made to ensure that no grade level will experience consecutive years of large class sizes without assistance. Possible options to provide such assistance, at the discretion of the Superintendent, may include, but are not limited to:

- Aides at grade level, across grade level and/or individual classroom assistance
- Utilization of current staff (aides, Title I instructors, etc.)
- Additional teacher(s) hired.

ARTICLE 13 - EMPLOYEE DISCIPLINARY PROCEDURE

13.1 This Article shall apply to employee discipline in the form of written reprimands and disciplinary suspensions without pay up to five (5) contract days.

13.2 All teachers have the right to include representation in any meeting that may lead to disciplinary action.

13.3 A teacher may be disciplined for insubordination, neglect of duty, violation of rules and regulations of the Board of Education, or for violation of administrative policies or directives adopted by the Board as follows:

1. verbal warning; (when a verbal warning is given it will be stated, by administrator/supervisor that this is a verbal warning)

2. written reprimand; or

3. suspension without pay up to five (5) contract days.

13.4 Discipline will normally be progressive, but will be decided on an individual basis.

13.5 The Superintendent may suspend an employee without pay for up to five (5) contract days.

13.6 In the case of suspension without pay for five (5) days or less, the Superintendent will explain the reason for the discipline to the teacher prior to the suspension. The teacher will be given the opportunity to respond prior to suspension. If the Superintendent determines suspension of five (5) days or less is appropriate, the Superintendent shall provide a written notice including the reasons and effective dates of suspension.

13.7 If requested in writing within three (3) contract days of receipt of the notification, the teacher will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The teacher may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice including the reasons and the effective dates of the suspension if it decides suspension is warranted.

13.8 Fringe benefits shall stay in effect during the time of any suspension.

13.9 If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Four, Article 6.6.4 Grievance Procedure.

ARTICLE 14 - CRIMINAL RECORDS CHECK

14.1 The parties acknowledge that R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she meet the standards of R.C. §3319.39 relative to records checks and fails to do so. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

14.1.1 Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.

14.1.2 The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

14.1.3 The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

14.2 This section is the exclusive procedure for release of a bargaining unit employee from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.

ARTICLE 15 - OCCUPATIONAL SAFETY AND HEALTH

15.1 Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph 2 (a-b) below.

15.2 The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

15.2.1 An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two work days of the occurrence of the alleged violation.

15.2.2 If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two contract days of the supervisor's response. If the supervisor does not respond by the deadline, then the employee or Union representative in an attempt to resolve the alleged violation will meet with the superintendent at a mutually agreeable time within 10 contract days after the conference, the Superintendent shall provide the written response to the alleged violation.

15.3 An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 Shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a nonrenewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the nonrenewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the nonrenewal pursuant to R.C. §3319.11.

ARTICLE 16 - EVALUATION

The parties acknowledge the State Board of Education is required by law to adopt a modified Standards-Based Teacher Evaluation Framework no later than May 1, 2020 and the Board must adopt an amended Standards-Based Teacher Evaluation Policy that conforms to the Framework by July 1, 2020. The Board shall update its policy to comply with the law and framework, in consultation with teachers employed by the Board. The Superintendent may utilize the District Leadership Team to accomplish this consultation.

Formal Observation and Classroom Walkthrough Sequence

The Board will evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this Article once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year that a teacher is not formally evaluated under this Section, an individual qualified to evaluate a teacher shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

The Board will evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this Article once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year that a teacher is not formally evaluated under this Section, an individual qualified to evaluate a teacher shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

The Association and the Board agree to establish a standing, joint Evaluation Committee (EC) for the purpose of maintaining and advising on the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers of the Minster Local School District.

Committee Composition

The Evaluation Committee will be comprised of five (5) Association representatives appointed by the Association President and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend EC meetings.

Evaluation Committee members will be representative of elementary, junior high, secondary, and specialty areas (e.g., music, art, special education) within the district.

ARTICLE 17 - ECONOMICS ISSUES

17.1 AUTOMATIC DEPOSIT

Salaries of all employees will be directly deposited into a financial institution of his or her choice upon completion of necessary authorization forms. each employee will be issued a statement every pay period with the appropriate pay information.

17.2 STRS PICKUP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General opinion 82-097, in order that the amount of the employee's income reported by the board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement system of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

17.2.1 Bargaining unit members retirement deductions will be taken out over 26 pays for teachers on contract for the regular school year.

17.3 TAX SHELTERED ANNUITIES

17.3.1 The Minster Board of Education provides the tax sheltered annuities for its employees.

17.3.2 New companies may be added only if an employee requests representation by said company and actually signs to participate with said company. The said company must abide by all IRS 403(b) regulations to be added to the list of providers. A company will be maintained so long as at least one (1) employee participates in that company's tax sheltered annuities and complies with IRS 403(b) regulations.

17.3.3 Teachers may authorize deductions for tax sheltered annuities by completing the proper authorization forms and submitting those forms to the Board Treasurer by January 1 of each calendar year. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization, and receipt of compliance by said company with the IRS 403(b) regulations.

17.4 INSURANCES

17.4.1 SPOUSAL ELIGIBILITY

A. Employed spouses of employees who are eligible for insurance through their own employer by an employer-sponsored plan must take, at the minimum, the least expensive single plan through their own employer if the spouse's portion of the premium cost is less than the established amount by the MABT.

B. Employees are automatically exempt from (a) above if their spouse: (1) is not employed, (2) is employed but does not have insurance available or does not qualify for insurance through their employer, or (3) works in a school district or educational service center served by the Mercer-Auglaize benefit trust (MABT).

C. All covered employees, including those who are single or automatically exempt, must complete and return the spousal eligibility rule form to the treasurer's office on an annual basis during the enrollment period.

17.4.2 Should an employee of the Minster Board of Education, who is insured under an insurance plan other than the one provided by the Minster Local Schools, elect not to take any insurance coverage for which the employee is eligible, the Board will make available to the employee taxable cash payment in the amount of seventeen twenty (20%) of the flat rate of calculated savings during the year the collective bargaining agreement was negotiated. Spouses who are both employed by the Minster Local Schools are eligible for one family plan for health, dental, prescription drug and vision insurances.

17.4.3 The enrollment period for insurance coverage normally is during the month of November each year. New employees shall be signed up upon employment but will also have a chance to change participation during the enrollment period. Each employee is responsible for providing a completed enrollment form to the treasurer of his/her selection during the enrollment period. If an employee has not provided such notice by the deadline as specified in the enrollment procedures, then the Board will assume that the employee does not want to change insurance coverage through the school district. Thereafter, any teacher may elect insurance coverage only if there is a qualifying event. It is the responsibility of the employee to inform the treasurer of such a qualifying event.

17.4.4 The Board will make the following insurances available to bargaining unit members:

1. Medical insurance: all plans offered by the Mercer Auglaize Benefit Trust Consortium.
2. Drug (copay as determined by consortium)
3. Dental
4. Vision
5. Group term life insurance
   A. 7.5 hours per day -- $35,000
   B. Less than 7.5 hours per day- $18,000

17.4.5 The board will pay the following percentage of the cost for each bargaining unit member for each insurance selected for the life of this agreement.

1. Group life insurance - 100% based on categories above.

2. Each teacher will pay 12% of the premiums for, Dental and Vision

   For each regular part-time teacher, the employee's share of the monthly premium will be pro-rated. The board will pay the percentage equal to the amount of time the teacher is contracted to work (i.e., for a 3/10 teacher, the Board will pay 30% of its contributions that it would otherwise pay for a 7.5-hour employee.

3. Each teacher enrolling in medical insurance shall pay the following percentages per month of the premium cost:

   Effective January 1,2027: 13%
   Effective January 1,2028: 13%
   Effective January 1, :2029: 13%

   For each regular part-time teacher, the employee's share of the monthly premium will be pro-rated. The Board will pay the percentage equal to the amount of time the teacher is contracted to work (i.e., for a 3/10 teacher, the board will pay 30% of its contributions that it would otherwise pay for a 7.5-hour employee.

4. If the premiums increase at any time after January 1 of any calendar year, the board of education will pay those increases in addition to its percentage paid until December 31 of that year.

5. The board of education reserves the right to determine the insurance carrier.

6. Beginning in January the board will annually contribute to each participant's HSA account the following amounts:

Single contribution: $1,500
Family contribution: $2,750

The Board will make the above contributions over four (4) installments (on a quarterly basis, (1st pay in Jan., Apr., July, Oct.). Teachers hired after January 1 shall receive a prorated Board contribution based on the number of months in district employment during the initial year. Based on special needs the Treasurer may contribute the Board's portion to an HSA account in different installments. A request in writing explaining the situation must be presented to the treasurer.

For each regular part-time teacher, the Board will pay the percentage equal to the amount of time the teacher is contracted to work (i.e., for a 3/10 teacher, the Board will pay 30% of its contributions that it would otherwise pay for a 7.5 hour employee.)

7. Insurance Committee- Insurance concerns, decisions, and information will be discussed by this committee. The intention of the committee is to increase awareness of decisions around insurance coverage provided, and how it can best be used by our membership. The committee will be composed of the superintendent, treasurer, a Board of education representative, the MTA co-president, an MTA insurance officer, and a teacher elected representative from the elementary building, and a teacher elected representative from the Jr/Sr high school building. The committee will meet within two weeks (14) days following all MABT meetings.

8. MABT Meeting Minutes- MABT meeting minutes will be provided to the MTA president within three (3) days of the MABT'S meeting.

17.5 EMPLOYEE ASSISTANCE PLAN

An employee assistance program shall be made available as part of the current health insurance coverage offered to the employees. The association recognizes that the school district shall evaluate the continuation of the program periodically. The association understands, recognizes and agrees that if and when the employer determines that the assistance program is to be discontinued, that neither it nor its employees shall have a right to grieve or otherwise contest the discontinuation of the program.

17.6 CAFETERIA PLAN

17.6.1 The Board shall adopt and implement a "cafeteria plan" which would allow any employee portion of health insurance premium withheld through payroll deduction to be done on a pre-tax basis, as permitted under Internal Revenue Code Section 125 and all treasury regulations and ruling therein ("Code Section 125"). The "Cafeteria Plan" also covers non-reimbursable medical expenses and child care expense allocations consistent with applicable legal requirements. Employees shall elect to participate in the cafeteria plan in accordance with its terms; and an employee shall be permitted to change his election to participate in the cafeteria plan during the open enrollment period for the health insurance each year and the extent provided in such plan.

17.6.2 There is no fee for the health insurance premium part of the cafeteria plan. However, if other parts of the cafeteria plan require an enrollment fee or a monthly processing charge those fees will be handled as follows: the one-time enrollment fee for the District will be paid by the Board and the monthly processing fee will be paid by the employee participating in the other parts of the cafeteria plan.

17.6.3 The Board shall be entitled to amend the cafeteria plan at any time to comply with the requirements of Code Section 125 or in any other manner upon prior notification to the association.

17.7 RETIREMENT SEVERANCE PAY

17.7.1 Severance pay will be a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Retirement is defined as service retirement under the state teachers retirement system.

3. The individual must be eligible for service retirement as of the last date of employment.

4. The individual must prove acceptance into the retirement system within 60 days of the last day of employment.

5. The individual must have not less than 10 years of service with the Minster School District.

17.7.2 The amount of benefit due an employee shall be calculated by:

1. The number of days severance pay for which the employee is potentially eligible will be determined by accrued sick leave. The number of accrued sick leave days will be divided by four (4).

2. The maximum number of accrued sick leave days eligible is two hundred forty-eight (248) which when divided by four (4) equals a maximum number of sixty two (62) days to be paid severance.

3. The number of days eligibility will be multiplied by the per diem rate.

4. The per diem rate will be determined by dividing the employee's yearly salary, as determined by his/her placement on the base salary schedule by the number of scheduled work days in the employee's contract.

5 Receipt of payment for severance pay will eliminate all sick leave credit accrued by the employee.

6. Any retirement severance pay will be paid through an accumulated leave plan in accordance with IRS requirements.

17.8 RETIREMENT INCENTIVE

If a member announces their retirement by August 15 for a December retirement, they shall receive $1,000. If a member announces their retirement by January 31 for the end of that school year, they will receive $1,000.

17.9 REHIRE/RETIRE MOU

A teacher retired under STRS ("Reemployed teacher") may be employed/reemployed under the following conditions:

1. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Minster Local School District. The Board may choose not to interview retired teachers who previously worked in the District for any vacant positions for which they apply. Retired teachers who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed retired teachers will be assigned to positions that are within their certification/license area(s) and are eligible for transfers pursuant to the negotiated agreement.

2. Reemployed retired teachers will be placed at the ten (10) year experience level on the salary schedule upon reemployment and given full credit for their educational level. If rehired for the following school year, the reemployed retired teacher will gain one step on the salary schedule for each year, with a maximum progression up to and including Step 15.

3. Reemployed retired teachers shall be entitled to participate in the District's group insurance plans, including health, drug, dental, and life insurance fringe benefits, under the same terms and conditions as other teachers under the negotiated agreement. Reemployed retired teachers are not entitled to opt-out payments for health insurance under Article 17.4.2 of the negotiated agreement.

4. Subject to the limitations described herein, reemployed retired teachers are entitled to all other benefits provided by the Collective Bargaining Agreement.

5. Reemployed retired teachers are not eligible for continuing contracts; rather, they will be awarded one-year limited contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. Sections 3319.11 and 3319.111.For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces O.R.C. Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement. Performance evaluations of reemployed teachers may be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the building principal.

6. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during

his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.3.5.

7. Seniority for reemployed retired teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement'' tenure. In the event of a reduction in force the reemployed teacher will not have any of the recall rights set forth in the negotiated agreement.

8. Reemployed retired teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs, including Article 17.8- Retirement incentive. Reemployed retired teachers are entitled to personal leave under Article 11.6 of the negotiated agreement, but, if rehired the subsequent school year, may not carry over personal leave days beyond the current school year. Rather, unused personal leave days shall be paid out at the amount provided in Article 11.6.2(6).

9. Reemployed retired teachers are not entitled to accumulate sick leave beyond the current school year. Sick leave shall commence at zero (0) days for reemployed retired teachers. Reemployed retired teachers shall earn 1 1/4 days of sick leave per month for the duration of their reemployment. Reemployed retired teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed retired teacher must reimburse the Board for any advanced sick leave that Is not earned at the time the reemployed retired teacher separates his/her employment with the District; if the days are not reimbursed, the Board may withhold any amounts due from the teacher's final paycheck. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141. 1. Subject to these provisions, reemployed retired teachers are part of the bargaining unit.

17.10 SALARY SCHEDULE

17.10.1 To qualify for training level master + 15 or master + 30 the additional hours may be graduate or undergraduate. They must be taken after a Master's degree has been achieved.

17.10.2 If additional training is obtained during the year, a change on the salary schedule will take effect with the first pay of the school year, provided adequate documentation is submitted to the treasurer at least two weeks prior to that pay date.

If documentation is submitted at least two weeks before the first pay date in February, the change will take effect with that February pay. Any salary adjustment effective in February will be prorated based on the number of scheduled workdays in the second semester.

17.10.3 The salary schedule will be based on the Minster Local School's salary index. The index includes increments based on the following levels:

B.S.; 140; Master's;
Master + 15; and Master + 30.

Levels of experience include 0-16, 20 and 25. A beginning teacher with no experience is placed upon the salary schedule at level 0. All other professional employees are to be assigned to the salary schedule in accordance with requirements of O.R.C.

17.11 SALARY INDEX SCHEDULE

MINSTER SCHOOLS
SCHOOL YEAR 2026-2027
3.60%
BASE SALARY $ 50,035
$ 271.93 Long Term Sub Base Pay Per Diem

STEP	B.S.		140 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	50,035	1.02	51,036	1.1	55,039	1.12	56,039	1.14	57,040
1	1.04	52,036	1.0625	53,162	1.15	57,540	1.1725	58,666	1.195	59,792
2	1.08	54,038	1.105	55,289	1.2	60,042	1.225	61,293	1.25	62,544
3	1.12	56,039	1.1475	57,415	1.25	62,544	1.2775	63,920	1.305	65,296
4	1.16	58,041	1.19	59,542	1.3	65,046	1.33	66,547	1.36	68,048
5	1.2	60,042	1.2325	61,668	1.35	67,547	1.3825	69,173	1.415	70,800
6	1.24	62,043	1.275	63,795	1.4	70,049	1.435	71,800	1.47	73,551
7	1.28	64,045	1.3175	65,921	1.45	72,551	1.4875	74,427	1.525	76,303
8	1.32	66,046	1.36	68,048	1.5	75,053	1.54	77,054	1.58	79,055
9	1.36	68,048	1.4025	70,174	1.55	77,554	1.5925	79,681	1.635	81,807
10	1.4	70,049	1.445	72,301	1.6	80,056	1.645	82,308	1.69	84,559
11	1.44	72,050	1.4875	74,427	1.65	82,558	1.6975	84,934	1.745	87,311
12	1.46	73,051	1.50875	75,490	1.7	85,060	1.75	87,561	1.8	90,063
13	1.48	74,052	1.53	76,554	1.725	86,310	1.77625	88,875	1.8275	91,439
14	1.5	75,053	1.55125	77,617	1.75	87,561	1.8025	90,188	1.855	92,815
15	1.52	76,053	1.5725	78,680	1.775	88,812	1.82875	91,502	1.8825	94,191
16	1.52	76,053	1.5725	78,680	1.8	90,063	1.855	92,815	1.91	95,567
17	1.52	76,053	1.5725	78,680	1.8	90,063	1.855	92,815	1.91	95,567
18	1.52	76,053	1.5725	78,680	1.8	90,063	1.855	92,815	1.91	95,567
19	1.52	76,053	1.5725	78,680	1.8	90,063	1.855	92,815	1.91	95,567
20	1.57	78,555	1.6225	81,182	1.85	92,565	1.905	95,317	1.96	98,069
21	1.57	78,555	1.6225	81,182	1.85	92,565	1.905	95,317	1.96	98,069
22	1.57	78,555	1.6225	81,182	1.85	92,565	1.905	95,317	1.96	98,069
23	1.57	78,555	1.6225	81,182	1.85	92,565	1.905	95,317	1.96	98,069
24	1.57	78,555	1.6225	81,182	1.85	92,565	1.905	95,317	1.96	98,069
25	1.62	81,057	1.6725	83,684	1.9	95,067	1.955	97,818	2.01	100,570
26	1.62	81,057	1.6725	83,684	1.9	95,067	1.955	97,818	2.01	100,570
27	**1.64**	82,057	**1.69375**	84,747	**1.925**	96,317	**1.98125**	99,132	**2.0375**	101,946
28	**1.64**	82,057	**1.69375**	84,747	**1.925**	96,317	**1.98125**	99,132	**2.0375**	101,946
29	**1.64**	82,057	**1.69375**	84,747	**1.925**	96,317	**1.98125**	99,132	**2.0375**	101,946
30	1.66	83,058	1.715	85,810	1.95	97,568	2.0075	100,445	2.065	103,322
32	**1.68**	**84,059**	**1.73625**	**86,873**	**1.975**	**98,819**	**2.03375**	**101,759**	**2.0925**	**104,698**
Range	1		2		3		4		5	

MINSTER SCHOOLS
SCHOOL YEAR 2027-2028 V, r 2

3.50%

BASE SALARY $ 51,786

$ 281.45 Long Term Sub Base Pay Per Diem

STEP	B.S.		140 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	51,786	1.02	52,822	1.1	56,965	1.12	58,001	1.14	59,036
1	1.04	53,858	1.0625	55,023	1.15	59,554	1.1725	60,719	1.195	61,885
2	1.08	55,929	1.105	57,224	1.2	62,143	1.225	63,438	1.25	64,733
3	1.12	58,001	1.1475	59,425	1.25	64,733	1.2775	66,157	1.305	67,581
4	1.16	60,072	1.19	61,626	1.3	67,322	1.33	68,876	1.36	70,429
5	1.2	62,143	1.2325	63,827	1.35	69,911	1.3825	71,594	1.415	73,278
6	1.24	64,215	1.275	66,027	1.4	72,501	1.435	74,313	1.47	76,126
7	1.28	66,286	1.3175	68,228	1.45	75,090	1.4875	77,032	1.525	78,974
8	1.32	68,358	1.36	70,429	1.5	77,679	1.54	79,751	1.58	81,822
9	1.36	70,429	1.4025	72,630	1.55	80,269	1.5925	82,470	1.635	84,670
10	1.4	72,501	1.445	74,831	1.6	82,858	1.645	85,188	1.69	87,519
11	1.44	74,572	1.4875	77,032	1.65	85,447	1.6975	87,907	1.745	90,367
12	1.46	75,608	1.50875	78,132	1.7	88,037	1.75	90,626	1.8	93,215
13	1.48	76,644	1.53	79,233	1.725	89,331	1.77625	91,985	1.8275	94,639
14	1.5	77,679	1.55125	80,333	1.75	90,626	1.8025	93,345	1.855	96,063
15	1.52	78,715	1.5725	81,434	1.775	91,921	1.82875	94,704	1.8825	97,488
16	1.52	78,715	1.5725	81,434	1.8	93,215	1.855	96,063	1.91	98,912
17	1.52	78,715	1.5725	81,434	1.8	93,215	1.855	96,063	1.91	98,912
18	1.52	78,715	1.5725	81,434	1.8	93,215	1.855	96,063	1.91	98,912
19	1.52	78,715	1.5725	81,434	1.8	93,215	1.855	96,063	1.91	98,912
20	1.57	81,304	1.6225	84,023	1.85	95,805	1.905	98,653	1.96	101,501
21	1.57	81,304	1.6225	84,023	1.85	95,805	1.905	98,653	1.96	101,501
22	1.57	81,304	1.6225	84,023	1.85	95,805	1.905	98,653	1.96	101,501
23	1.57	81,304	1.6225	84,023	1.85	95,805	1.905	98,653	1.96	101,501
24	1.57	81,304	1.6225	84,023	1.85	95,805	1.905	98,653	1.96	101,501
25	1.62	83,894	1.6725	86,612	1.9	98,394	1.955	101,242	2.01	104,090
26	1.62	83,894	1.6725	86,612	1.9	98,394	1.955	101,242	2.01	104,090
27	**1.64**	84,929	**1.69375**	87,713	**1.925**	99,688	**1.98125**	102,601	**2.0375**	105,514
28	**1.64**	84,929	**1.69375**	87,713	**1.925**	99,688	**1.98125**	102,601	**2.0375**	105,514
29	**1.64**	84,929	**1.69375**	87,713	**1.925**	99,688	**1.98125**	102,601	**2.0375**	105,514
30	1.66	85,965	1.715	88,813	1.95	100,983	2.0075	103,961	2.065	106,939
32	**1.68**	**87,001**	**1.73625**	**89,914**	**1.975**	**102,278**	**2.03375**	**105,320**	**2.0925**	**108,363**
Range	1		2		3		4		5	

MINSTER SCHOOLS
SCHOOL YEAR 2028-2029 4.3

3.50%

BASE SALARY $ 53,599

$ 291.30 Long Term Sub Base Pay Per Diem

STEP	B.S.		140 HRS.		MASTERS		MASTERS + 15		MASTERS + 30	
0	1.00	53,599	1.02	54,670	1.1	58,958	1.12	60,030	1.14	61,102
1	1.04	55,742	1.0625	56,948	1.15	61,638	1.1725	62,844	1.195	64,050
2	1.08	57,886	1.105	59,226	1.2	64,318	1.225	65,658	1.25	66,998
3	1.12	60,030	1.1475	61,504	1.25	66,998	1.2775	68,472	1.305	69,946
4	1.16	62,174	1.19	63,782	1.3	69,678	1.33	71,286	1.36	72,894
5	1.2	64,318	1.2325	66,060	1.35	72,358	1.3825	74,100	1.415	75,842
6	1.24	66,462	1.275	68,338	1.4	75,038	1.435	76,914	1.47	78,790
7	1.28	68,606	1.3175	70,616	1.45	77,718	1.4875	79,728	1.525	81,738
8	1.32	70,750	1.36	72,894	1.5	80,398	1.54	82,542	1.58	84,686
9	1.36	72,894	1.4025	75,172	1.55	83,078	1.5925	85,356	1.635	87,634
10	1.4	75,038	1.445	77,450	1.6	85,758	1.645	88,170	1.69	90,581
11	1.44	77,182	1.4875	79,728	1.65	88,438	1.6975	90,983	1.745	93,529
12	1.46	78,254	1.50875	80,867	1.7	91,117	1.75	93,797	1.8	96,477
13	1.48	79,326	1.53	82,006	1.725	92,457	1.77625	95,204	1.8275	97,951
14	1.5	80,398	1.55125	83,145	1.75	93,797	1.8025	96,611	1.855	99,425
15	1.52	81,470	1.5725	84,284	1.775	95,137	1.82875	98,018	1.8825	100,899
16	1.52	81,470	1.5725	84,284	1.8	96,477	1.855	99,425	1.91	102,373
17	1.52	81,470	1.5725	84,284	1.8	96,477	1.855	99,425	1.91	102,373
18	1.52	81,470	1.5725	84,284	1.8	96,477	1.855	99,425	1.91	102,373
19	1.52	81,470	1.5725	84,284	1.8	96,477	1.855	99,425	1.91	102,373
20	1.57	84,150	1.6225	86,964	1.85	99,157	1.905	102,105	1.96	105,053
21	1.57	84,150	1.6225	86,964	1.85	99,157	1.905	102,105	1.96	105,053
22	1.57	84,150	1.6225	86,964	1.85	99,157	1.905	102,105	1.96	105,053
23	1.57	84,150	1.6225	86,964	1.85	99,157	1.905	102,105	1.96	105,053
24	1.57	84,150	1.6225	86,964	1.85	99,157	1.905	102,105	1.96	105,053
25	1.62	86,830	1.6725	89,644	1.9	101,837	1.955	104,785	2.01	107,733
26	1.62	86,830	1.6725	89,644	1.9	101,837	1.955	104,785	2.01	107,733
27	**1.64**	87,902	**1.69375**	90,782	**1.925**	103,177	**1.98125**	106,192	**2.0375**	109,207
28	**1.64**	87,902	**1.69375**	90,782	**1.925**	103,177	**1.98125**	106,192	**2.0375**	109,207
29	**1.64**	87,902	**1.69375**	90,782	**1.925**	103,177	**1.98125**	106,192	**2.0375**	109,207
30	1.66	88,974	1.715	91,921	1.95	104,517	2.0075	107,599	2.065	110,681
32	**1.68**	**90,045**	**1.73625**	**93,060**	**1.975**	**105,857**	**2.03375**	**109,006**	**2.0925**	**112,155**

Range	1	2	3	4	5

17.11.1 BASE SALARY:

2026-2027: 3.6% INCREASE - $50,034.66
2027-2028: -3.5% INCREASE - $51,785.87
2028-2029: 3.5% INCREASE - $53,598.38

17.11.2 Bonus Payments

For the 2026-2027 school year, a thousand-dollar ($1000) stipend will be paid to each employee the first pay in December.

For the 2027-2028 school year, a thousand-dollar ($1000) stipend will be paid to each employee the first pay in December.

For the 2028-2029 school year, a thousand-dollar ($1000) stipend will be paid to each employee the first pay in December.

17.11.3 Longevity increments of $1,000 will be paid after years 17,18,19,21,22,28 and $1500 after years 23,24,26 and 29 will be paid to each teacher respectively in June.

17.11.4 HOURLY RATE FOR:

EXTRA CLASSROOM .000769 OF BA – O PER HOUR
LPDC MEETINGS .002 OF BA – O PER HOUR; Up to ten (10) Meetings between 2 members.

Extra classroom is the rate established for approved summer school classes, out of school intervention programs, and part-time tutors.

17.12 EMPLOYEE MENTOR TEACHER

All mentor teachers will be paid $300 by direct deposit in the last pay of May.

17.13 SUPPLEMENTAL SALARY SCHEDULE

17.13.1 The board of education reserves the right to determine which supplemental positions will be active for any given year.

17.13.2 It is the intent of the Board of Education that all supplemental positions be evaluated on a regular basis (at least every three years). Criteria for placement on the supplemental salary schedule are determined by the supplemental salary committee. The supplemental salary schedule is created using the base teacher salary. In addition to routine evaluation, an individual may request that his/her supplemental position be re-evaluated. This review could result in a change in placement of a given position on the scale. The review is to

be conducted by the supplemental salary committee with recommendation to the superintendent. Changes which result from this review process are not negotiable but will be implemented with the recommendation of the supplemental salary committee and the Superintendent and following Board approval.

17.13.3 Salaries are based on Factor X base teacher salary

A. CATEGORY I (0.159 WITH .0025 ADDITIONAL EXPERIENCE FACTOR EACH YEAR

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.159	0.1615	0.164	0.1665	0.169	0.1715	0.174	0.1765	0.179	0.1815	0.184

B. CATEGORY II (0.111 WITH .002 ADDITIONAL EXPERIENCE FACTOR EACH YEAR)

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.111	0.113	0.115	0.117	0.119	0.121	0.123	0.125	0.127	0.129	0.131

C. CATEGORY III (0.84 WITH .002 ADDITIONAL EXPERIENCE FACTOR EACH YEAR)

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.084	0.086	0.088	0.09	0.092	0.094	0.096	0.098	0.1	0.102	0.104

D. CATEGORY IV (0.05 WITH .002 ADDITIONAL EXPERIENCE FACTOR EACH YEAR)

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.05	0.052	0.054	0.056	0.058	0.06	0.062	0.064	0.066	0.068	0.07

E. CATEGORY V (0.035 WITH .015 ADDITIONAL EXPERIENCE FACTOR EACH YEAR

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.035	0.0365	0.038	0.0395	0.041	0.0425	0.044	0.0455	0.047	0.0485	0.05

F. CATEGORY VI (0.02 WITH 0.15 ADDITIONAL EXPERIENCE FACTOR EACH YEAR

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.02	0.0215	0.023	0.0245	0.026	0.0275	0.029	0.0305	0.032	0.0335	0.035

G. CATEGORY VII (0.0055 (WITH 0.001 ADDITIONAL EXPERIENCE FACTOR EACH YEAR)

EXPERIENCE	0 YRS	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR
FACTOR	0.0055	0.0065	0.0075	0.0085	0.0095	0.0105	0.0115	0.0125	0.0135	0.0145	0.0155

17.13.4 A calendar with payment dates for the following school year supplemental contracts will be created before June 1. Payments will only be made to employees with completed required credentials. The final pay of each supplemental shall be made when work is certified as completed by the administrator or his/her designee. The calendar will be shared with all supplemental salary holders when they receive their contracts.

17.13.5 COLLEGE CREDIT PLUS

1. A teacher who teaches a college credit plus course on the campus of Minster schools will receive a $500 per semester per college course stipend. (ex. English III CCP- 1 course taught yearlong over 2 semesters = $1000; sociology CCP- 1 course taught for 1 semester = $500. The number of sections of the course does not factor into the equation.)

2. The Treasurer will pay the stipend for the school year in May of each year beginning with the 2018-2019 school year.

ARTICLE 18 - LOCAL PROFESSIONAL DEVELOPMENT PLAN AND COMMITTEE

18.1 The parties agree that the Auglaize County Local Professional Development Plan and Committee has been adopted and approved by both the Board and the MTA. IT is agreed by both parties that this agreement is explicitly intended to supersede ORC 3319.22 relative to the Local Professional Development Plan and Committees and Administrative Rule 3301-24-08 relative to the membership of the Administrative Committee. It is further agreed that all employees who serve on such committees will be reimbursed for the time actually spent at the actual meetings of the various committees at the same hourly rate identified in Section 18.9.6. Driving time and mileage will not be paid. To receive reimbursement, the employee must submit his/her attendance in writing to his/her supervisor for verification. The supervisor will then submit such attendance to the treasurer for reimbursement. The current Auglaize County Local Professional Development Plan is the Professional Development Plan utilized by the district and is subject to revisions and changes and amendments as specified in the plan as may be desired and/or required by Ohio Revised Code.

18.2 The Entry Year Program for Minster Local Schools is sponsored and directed by the Mercer/Auglaize Entry Year Consortium**.** The program is governed by the rules and regulations of the State of Ohio and approved by the Mercer/Auglaize Consortium.

ARTICLE 19 - DURATION

EFFECTIVE DATE

This Agreement shall take effect July 1, 2026, following ratification by the Association and the Board. This Agreement shall remain in effect for a period of three (3) years, ending June 30, 2029, 11:59 p.m., except as noted below:

a. The Salary Schedule shall be applicable as follows:

   i. Effective July 1 of each year for vocational employees
   ii. Effective September of each year for all other professional employees covered by this agreement.

ARTICLE 20 - COMPLETE AGREEMENT

20.1 The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to made demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

20.2 This Agreement supersedes and cancels all previous agreements, verbal or written between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.

20.3 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein shall not be binding upon the parties to the Agreement.

20.4 Suits to enforce the agreements or to enforce mediation awards should be brought in common pleas court in any country where a party resides or transacts business.

20.5 In witness thereof, we, the undersigned representatives of the Minster Local Board of Education and the Minster Teachers' Association, its officers and members, have hereunto set our hands this 21st day of May ,2026.

THE MINSTER TEACHERS' ASSOCIATION

By: _____
Association Co-President

_____
Association Co-President

_____
Negotiator

THE BOARD OF EDUCATION MINSTER LOCAL SCHOOL DISTRICT

By: _____
Board Member - Negotiator

_____
Board Member - Negotiator

_____
Superintendent