

MOUNT GILEAD EXEMPTED VILLAGE SCHOOL

NEGOTIATED AGREEMENT

BETWEEN THE

MOUNT GILEAD BOARD OF EDUCATION

AND THE

MOUNT GILEAD TEACHERS' ASSOCIATION

JULY 1, 2026 THROUGH JUNE 30, 2029

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## **ARTICLE I - RECOGNITION**

### **1.01 Recognition**

- A. The Mount Gilead Board of Education, hereinafter referred to as the "Board" hereby recognizes the Mount Gilead Teachers' Association, hereinafter referred to as the "Association," an affiliate of the Ohio Education Association, and the National Education Association, as the exclusive representative for all members of the bargaining unit as defined below for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code and all other employment-related matters. Recognition of the Association shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provision of RC 4117.05 and 4117.07.
- B. The bargaining unit is defined as all certificated personnel including regular classroom teachers, intervention specialists, speech-hearing therapists, librarians, guidance counselors, and full-time tutors and attendance officer(s) if said individuals hold a valid teaching certificate. Excluded from the bargaining unit are non-certificated personnel, substitutes, tutors (less than 4 hours), all certificated administrators by contract, and any other personnel as excluded under 4117.01 (C) 1-14 ORC.

Full-time tutors are defined as four (4) hours or more a day.

- C. The term teacher as used in this Agreement shall refer to members of the bargaining unit.

## **ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **2.01 Scope**

All matters pertaining to wages, hours and terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

### **2.02 Submission of Issues**

Requests - Requests for negotiations shall be submitted in writing by the Association to the superintendent, or his/her designated representative, or by the superintendent to the president of the Association or his/her designated representative at least sixty (60) days prior to the expiration date of the Agreement. The first negotiations session shall be arranged by mutual agreement and shall take place within fifteen (15) days of the initial request unless otherwise mutually agreed.

Exchange of Proposals - At the first negotiations session, complete proposals shall be exchanged and future bargaining dates will be established. Upon submission of said proposals no additional items shall be submitted for negotiations except by mutual consent.

### 2.03 Negotiating Teams

Each party shall have the full authority to choose its own negotiating members. The Board and the Association shall be represented at all negotiating meetings by a team of negotiators not to exceed five (5) members each. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

### 2.04 Negotiation Meetings

The negotiating teams shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on those matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. All meetings shall be scheduled by mutual agreement as to time, place, and date for the next meeting established before adjournment of each meeting.

Negotiation meetings will not exceed three (3) hours in length unless extended by mutual agreement.

### 2.05 Caucus

Either team may request caucuses of up to thirty (30) minutes each during negotiations, unless the time is extended by mutual consent.

### 2.06 Exchange of Information

Upon request each party will provide the other all available information pertinent to the issues under negotiations which is considered a public record.

### 2.07 Progress Report

During negotiations any releases to the news media shall be jointly issued. Such releases shall be in writing and both parties shall approve of the news release prior to its dissemination.

### 2.08 Agreement

When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and signed with the approval of the negotiating teams.

This tentative agreement shall be submitted simultaneously to both the Association and the Board. Upon receipt of said tentative agreement, the Association shall have a maximum

of ten (10) calendar days during the school year and thirty (30) calendar days during the summer recess to act on the agreement. In no case shall the Board take action prior to the Association. The Board shall have a maximum of thirty (30) calendar days to act on the agreement after the Association has taken action.

Both parties shall act upon the entire tentative agreement as a whole.

## 2.09 Impasse Procedures

- A. If an agreement has not been reached, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation. If the parties are unable to agree upon a mediator, or if FMCS mediators are unable to provide service, the parties shall utilize the American Arbitration Association (AAA). The Federal Mediation and Conciliation Service or AAA, if applicable, shall be jointly requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS)/AAA.
- B. The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the current applicable rules and regulations of the FMCS/AAA. Mediation shall continue until the mediator, after consultation with the parties, determines that ultimate impasse has been reached.
- C. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. This article does not diminish or preclude the Association rights under Section 4117.14(D)(2), provided the procedures herein have been followed.

## 2.10 Renegotiation of Agreement

The parties acknowledge that during negotiations, which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

## 2.11 Further Terms of Agreement

Any agreement reached and accepted by the Association and the Board shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of the Agreement.

## 2.12 Consistency With Law

If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## 2.13 Management Rights

The Board hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

Such powers, rights, duties and responsibilities shall be limited only by the specific and express terms of this Agreement.

# **ARTICLE III - GRIEVANCE PROCEDURE**

## 3.01 Scope

- A. A grievance is defined as an alleged violation or misinterpretation or misapplication of the negotiated agreement. Grievant is defined as any employee of the Mount Gilead School District or the Mount Gilead Teachers' Association.
- B. An identical grievance by two or more teachers in one school shall be considered as a single grievance. A decision on such grievance applies to all teachers in the group and each shall be given a copy of the decision. A teacher may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the teacher then waives the right to initiate the same grievance. The maximum number of grieved teachers that may attend any meetings or hearings conducted for the resolution of a group grievance shall be equal in number to the Board and their representative(s).
- C. Day means workday during the regular school year. During the summer months, day means a day that the Board office is open.

## 3.02 Processing Grievances

- A. The proceedings will be kept as informal and confidential as possible at any level of this procedure. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher 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. Failure to initiate a grievance within the time limits shall render the grievance waived.
- B. It is understood that teachers shall, during the proceedings of any grievances, continue to observe all assignments and applicable rules and regulations of the

negotiated contract until such grievance and any effect thereof shall be fully determined.

- C. 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.
- D. Any teacher who has a complaint shall discuss it first with the person who he/she feels is responsible for the complaint in an attempt to resolve the matter informally at that level.

### 3.03 Formal Procedure

#### A. Level One

1. If not resolved within ten (10) days after the occurrence of the incident which is the subject of the grievance, the teacher will reduce the grievance to writing and present it to the building principal.
2. Within three (3) days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it. If the teacher requests, the teacher may be accompanied by a member (school employee) of the MGTA Executive Committee. The accompanying individual may not be a blood relative or related through marriage. The principal may be accompanied by another administrator, and the Association representative will be present to advise and counsel the respective parties. Board of Education is notified of the grievance issue and the administrative decision at each step in the formal grievance procedure.
3. Within three (3) days after the meeting, the principal shall communicate his/her decision to the teacher and the superintendent in writing with reasons.

#### B. Level Two

1. Within five (5) days after receipt of the decision, the teacher may appeal the principal's decision to the superintendent if the teacher is not satisfied. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal, and the teacher's reasons for dissatisfaction with the principal's decision, which may carry with it the recommendation of the Mount Gilead Teachers' Grievance Committee.
2. Within five (5) days after the appeal is submitted, the superintendent will discuss the grievance with the teacher and principal involved and attempt to resolve it. If the teacher requests, the teacher may be accompanied by a member of the MGTA Executive Committee as defined in Level One, and/or a qualified consultant from another source outside the Teachers' Association. The principal may be accompanied by another administrator as defined in Level One, and/or a qualified consultant from another source outside the school system.

3. Within three (3) days after the meeting, the superintendent shall communicate his/her decision to the grievant and the principal in writing with reasons.

C. Level Three

Within ten (10) days after receipt of the superintendent's decision, the parties may mutually agree to submit the matter to mediation. The mediation shall be conducted under the rules of the FMCS, or, should the FMCS rules be unavailable, the AAA Grievance Mediation Procedures then in effect. The request shall be submitted to the superintendent within ten (10) days of his/her decision.

D. Level Four

If the teacher, with the concurrence of the Mount Gilead Teachers' Association, is not satisfied with the decision provided at Level Two and mediation is not agreed upon, he/she may within ten (10) days, submit the grievance to arbitration through the American Arbitration Association (AAA) whose rules and regulations shall likewise govern the proceedings. If mediation is attempted and is unsuccessful, the appeal shall be perfected within ten (10) days of the conclusion of mediation. The notice of appeal shall be filed with AAA and the Superintendent. The arbitrator may not add to, alter, or delete from the terms of Board policy or terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be binding on the parties. Neither Party may raise any claims at arbitration that were not raised during the previous levels of the grievance procedure. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne by the party that loses the grievance. In an incidence where the arbitrator sides in part with both parties, the arbitrator will establish the cost to be borne by both the Board and the Association.

## **ARTICLE IV - BOARD AND ASSOCIATION RIGHTS**

### **4.01 Board and Association Rights**

- A. The Association shall be the exclusive representative of all teachers in the bargaining unit. Therefore, the rights and privileges contained in this article shall not be extended to any rival employee organization.
- B. The Board shall provide the name(s) and address(es) of newly employed teachers in the bargaining unit within two (2) weeks following Board approval of their contract.
- C. A notice of time, date and place of Board meetings, copies of job opening notices, Board minutes and agenda shall be sent to the Association president.

- D. The Association shall be allowed the use of the mailboxes of teachers for Association business.
- E. The Association president or designee shall be allowed to make announcements at the end of staff meetings with prior approval of the principal or superintendent.
- F. The Association shall have the right to hold meetings in school buildings consistent with Board policy on the use of school facilities. There shall be no rental charge assessed the Association but the Association will be responsible for care of the facilities as any group would be who uses school facilities. Use of school facilities requires the prior approval of the principal and superintendent.
- G. The Association shall have the use of bulletin boards designated by the building principal to post reasonable notices.
- H. The Association and/or its representative(s) may conduct business on school property during school hours provided such business does not interfere with the educational program and the representative will report to the office upon entering the building.
- I. The Association shall have the exclusive right to payroll deductions of dues.

The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees, and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for 16 pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

All monies deducted for such purposes shall be promptly transmitted to the Association by check. Accompanying each check will be a complete listing of names of the members for which a payroll deduction was made.

In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's final check. If an employee cancels his/her membership outside of the cancellation period defined in this Contract (Article 5.03(B)), the District Treasurer shall deduct all owed and remaining dues from the employee's second check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

#### 4.02 Professional Organizations

Except as specified in Article IV, Section 4.02, teachers shall have the right to join, or not to join, any teacher organization, and membership in any organization shall not be a condition of employment or continued employment in the Mount Gilead Exempted Village School District, nor shall any teacher be assessed any fee or otherwise be required to give financial support to any organization of which such teacher is not a member. This does not preclude a non-member teacher from making a voluntary contribution to the recognized teacher association to help defray the costs of negotiations.

### **ARTICLE V - COMPENSATION AND BENEFITS**

#### 5.01 Mount Gilead Salary/Index

A. The base salary will be increased as follows during the term of this agreement.

|             |            |
|-------------|------------|
| 2026 - 2027 | 3%increase |
| 2027 - 2028 | 3%increase |
| 2028 - 2029 | 3%increase |

Teachers will receive step progression each school year. Newly hired teachers with zero to two years of experience will be placed on Step 2.

- B. Semester hours earned for credit beyond MA must be obtained through an accredited college/university and must be in the teacher's area of certification/licensure or in the area of education be relevant for district needs and be pre-approved by the superintendent.
- C. Placement on the salary schedule is grandfathered – as of 7/1/00. A teacher must work at least 120 days to advance on the salary schedule.

### Salary Index

| Step | BA    | BA+15 | MA    | MA+15 | MA+30 | MA+45 |
|------|-------|-------|-------|-------|-------|-------|
| 0    | 1     | 1.038 | 1.095 | 1.133 | 1.173 | 1.211 |
| 1    | 1.038 | 1.081 | 1.143 | 1.186 | 1.226 | 1.264 |
| 2    | 1.076 | 1.124 | 1.191 | 1.239 | 1.279 | 1.317 |
| 3    | 1.114 | 1.167 | 1.239 | 1.292 | 1.332 | 1.37  |
| 4    | 1.152 | 1.21  | 1.287 | 1.345 | 1.385 | 1.423 |
| 5    | 1.19  | 1.253 | 1.335 | 1.398 | 1.438 | 1.476 |
| 6    | 1.228 | 1.296 | 1.383 | 1.451 | 1.491 | 1.529 |
| 7    | 1.266 | 1.339 | 1.431 | 1.504 | 1.544 | 1.582 |
| 8    | 1.304 | 1.382 | 1.479 | 1.557 | 1.597 | 1.635 |
| 9    | 1.342 | 1.425 | 1.527 | 1.61  | 1.65  | 1.688 |
| 10   | 1.38  | 1.468 | 1.575 | 1.663 | 1.703 | 1.741 |
| 11   | 1.418 | 1.511 | 1.623 | 1.716 | 1.756 | 1.794 |
| 12   | 1.456 | 1.554 | 1.671 | 1.769 | 1.809 | 1.847 |
| 13   | 1.494 | 1.597 | 1.719 | 1.822 | 1.862 | 1.9   |
| 14   | 1.494 | 1.597 | 1.719 | 1.822 | 1.862 | 1.9   |
| 15   | 1.532 | 1.64  | 1.767 | 1.875 | 1.915 | 1.953 |
| 16   | 1.532 | 1.64  | 1.767 | 1.875 | 1.915 | 1.953 |
| 17   | 1.57  | 1.683 | 1.815 | 1.928 | 1.968 | 2.006 |
| 18   | 1.57  | 1.683 | 1.815 | 1.928 | 1.968 | 2.006 |
| 19   | 1.57  | 1.683 | 1.815 | 1.928 | 1.968 | 2.006 |
| 20   | 1.608 | 1.726 | 1.863 | 1.981 | 2.021 | 2.059 |
| 21   | 1.608 | 1.726 | 1.863 | 1.981 | 2.021 | 2.059 |
| 22   | 1.646 | 1.769 | 1.911 | 2.034 | 2.074 | 2.112 |
| 23   | 1.646 | 1.769 | 1.911 | 2.034 | 2.074 | 2.112 |
| 24   | 1.646 | 1.769 | 1.911 | 2.034 | 2.074 | 2.112 |
| 25   | 1.684 | 1.812 | 1.959 | 2.087 | 2.127 | 2.165 |
| 26   | 1.722 | 1.855 | 2.007 | 2.14  | 2.18  | 2.218 |
| 27   | 1.76  | 1.898 | 2.055 | 2.193 | 2.233 | 2.271 |
| 28   | 1.798 | 1.941 | 2.103 | 2.246 | 2.286 | 2.324 |

**SALARY SCHEDULE 2026 - 2027**

| Step | BA       | BA+15    | MA       | MA+15    | MA+30    | MA+45    |
|------|----------|----------|----------|----------|----------|----------|
| 0    | \$40,442 | \$41,979 | \$44,284 | \$45,821 | \$47,438 | \$48,975 |
| 1    | \$41,979 | \$43,718 | \$46,225 | \$47,964 | \$49,582 | \$51,119 |
| 2    | \$43,516 | \$45,457 | \$48,166 | \$50,108 | \$51,725 | \$53,262 |
| 3    | \$45,052 | \$47,196 | \$50,108 | \$52,251 | \$53,869 | \$55,405 |
| 4    | \$46,589 | \$48,935 | \$52,049 | \$54,394 | \$56,012 | \$57,549 |
| 5    | \$48,126 | \$50,674 | \$53,990 | \$56,538 | \$58,155 | \$59,692 |
| 6    | \$49,663 | \$52,413 | \$55,931 | \$58,681 | \$60,299 | \$61,836 |
| 7    | \$51,199 | \$54,152 | \$57,872 | \$60,825 | \$62,442 | \$63,979 |
| 8    | \$52,736 | \$55,891 | \$59,814 | \$62,968 | \$64,586 | \$66,123 |
| 9    | \$54,273 | \$57,630 | \$61,755 | \$65,111 | \$66,729 | \$68,266 |
| 10   | \$55,810 | \$59,369 | \$63,696 | \$67,255 | \$68,873 | \$70,409 |
| 11   | \$57,347 | \$61,108 | \$65,637 | \$69,398 | \$71,016 | \$72,553 |
| 12   | \$58,883 | \$62,847 | \$67,578 | \$71,542 | \$73,159 | \$74,696 |
| 13   | \$60,420 | \$64,586 | \$69,520 | \$73,685 | \$75,303 | \$76,840 |
| 14   | \$60,420 | \$64,586 | \$69,520 | \$73,685 | \$75,303 | \$76,840 |
| 15   | \$61,957 | \$66,325 | \$71,461 | \$75,829 | \$77,446 | \$78,983 |
| 16   | \$61,957 | \$66,325 | \$71,461 | \$75,829 | \$77,446 | \$78,983 |
| 17   | \$63,494 | \$68,064 | \$73,402 | \$77,972 | \$79,590 | \$81,126 |
| 18   | \$63,494 | \$68,064 | \$73,402 | \$77,972 | \$79,590 | \$81,126 |
| 19   | \$63,494 | \$68,064 | \$73,402 | \$77,972 | \$79,590 | \$81,126 |
| 20   | \$65,031 | \$69,803 | \$75,343 | \$80,115 | \$81,733 | \$83,270 |
| 21   | \$65,031 | \$69,803 | \$75,343 | \$80,115 | \$81,733 | \$83,270 |
| 22   | \$66,567 | \$71,542 | \$77,285 | \$82,259 | \$83,877 | \$85,413 |
| 23   | \$66,567 | \$71,542 | \$77,285 | \$82,259 | \$83,877 | \$85,413 |
| 24   | \$66,567 | \$71,542 | \$77,285 | \$82,259 | \$83,877 | \$85,413 |
| 25   | \$68,104 | \$73,281 | \$79,226 | \$84,402 | \$86,020 | \$87,557 |
| 26   | \$69,641 | \$75,020 | \$81,167 | \$86,546 | \$88,163 | \$89,700 |
| 27   | \$71,178 | \$76,759 | \$83,108 | \$88,689 | \$90,307 | \$91,844 |
| 28   | \$72,715 | \$78,498 | \$85,049 | \$90,833 | \$92,450 | \$93,987 |

**SALARY SCHEDULE 2027 - 2028**

| Step | BA       | BA+15    | MA       | MA+15    | MA+30    | MA+45    |
|------|----------|----------|----------|----------|----------|----------|
| 0    | \$41,655 | \$43,238 | \$45,612 | \$47,195 | \$48,862 | \$50,444 |
| 1    | \$43,238 | \$45,029 | \$47,612 | \$49,403 | \$51,069 | \$52,652 |
| 2    | \$44,821 | \$46,820 | \$49,611 | \$51,611 | \$53,277 | \$54,860 |
| 3    | \$46,404 | \$48,612 | \$51,611 | \$53,818 | \$55,485 | \$57,068 |
| 4    | \$47,987 | \$50,403 | \$53,610 | \$56,026 | \$57,692 | \$59,275 |
| 5    | \$49,570 | \$52,194 | \$55,610 | \$58,234 | \$59,900 | \$61,483 |
| 6    | \$51,153 | \$53,985 | \$57,609 | \$60,442 | \$62,108 | \$63,691 |
| 7    | \$52,735 | \$55,776 | \$59,609 | \$62,649 | \$64,316 | \$65,898 |
| 8    | \$54,318 | \$57,567 | \$61,608 | \$64,857 | \$66,523 | \$68,106 |
| 9    | \$55,901 | \$59,359 | \$63,607 | \$67,065 | \$68,731 | \$70,314 |
| 10   | \$57,484 | \$61,150 | \$65,607 | \$69,273 | \$70,939 | \$72,522 |
| 11   | \$59,067 | \$62,941 | \$67,606 | \$71,480 | \$73,146 | \$74,729 |
| 12   | \$60,650 | \$64,732 | \$69,606 | \$73,688 | \$75,354 | \$76,937 |
| 13   | \$62,233 | \$66,523 | \$71,605 | \$75,896 | \$77,562 | \$79,145 |
| 14   | \$62,233 | \$66,523 | \$71,605 | \$75,896 | \$77,562 | \$79,145 |
| 15   | \$63,816 | \$68,314 | \$73,605 | \$78,103 | \$79,770 | \$81,353 |
| 16   | \$63,816 | \$68,314 | \$73,605 | \$78,103 | \$79,770 | \$81,353 |
| 17   | \$65,399 | \$70,106 | \$75,604 | \$80,311 | \$81,977 | \$83,560 |
| 18   | \$65,399 | \$70,106 | \$75,604 | \$80,311 | \$81,977 | \$83,560 |
| 19   | \$65,399 | \$70,106 | \$75,604 | \$80,311 | \$81,977 | \$83,560 |
| 20   | \$66,982 | \$71,897 | \$77,604 | \$82,519 | \$84,185 | \$85,768 |
| 21   | \$66,982 | \$71,897 | \$77,604 | \$82,519 | \$84,185 | \$85,768 |
| 22   | \$68,564 | \$73,688 | \$79,603 | \$84,727 | \$86,393 | \$87,976 |
| 23   | \$68,564 | \$73,688 | \$79,603 | \$84,727 | \$86,393 | \$87,976 |
| 24   | \$68,564 | \$73,688 | \$79,603 | \$84,727 | \$86,393 | \$87,976 |
| 25   | \$70,147 | \$75,479 | \$81,602 | \$86,934 | \$88,601 | \$90,183 |
| 26   | \$71,730 | \$77,270 | \$83,602 | \$89,142 | \$90,808 | \$92,391 |
| 27   | \$73,313 | \$79,062 | \$85,601 | \$91,350 | \$93,016 | \$94,599 |
| 28   | \$74,896 | \$80,853 | \$87,601 | \$93,558 | \$95,224 | \$96,807 |

**SALARY SCHEDULE 2028 - 2029**

| Step | BA       | BA+15    | MA       | MA+15    | MA+30    | MA+45    |
|------|----------|----------|----------|----------|----------|----------|
| 0    | \$42,905 | \$44,535 | \$46,981 | \$48,611 | \$50,327 | \$51,958 |
| 1    | \$44,535 | \$46,380 | \$49,040 | \$50,885 | \$52,601 | \$54,232 |
| 2    | \$46,166 | \$48,225 | \$51,100 | \$53,159 | \$54,875 | \$56,506 |
| 3    | \$47,796 | \$50,070 | \$53,159 | \$55,433 | \$57,149 | \$58,780 |
| 4    | \$49,426 | \$51,915 | \$55,219 | \$57,707 | \$59,423 | \$61,054 |
| 5    | \$51,057 | \$53,760 | \$57,278 | \$59,981 | \$61,697 | \$63,328 |
| 6    | \$52,687 | \$55,605 | \$59,337 | \$62,255 | \$63,971 | \$65,601 |
| 7    | \$54,318 | \$57,450 | \$61,397 | \$64,529 | \$66,245 | \$67,875 |
| 8    | \$55,948 | \$59,294 | \$63,456 | \$66,803 | \$68,519 | \$70,149 |
| 9    | \$57,578 | \$61,139 | \$65,516 | \$69,077 | \$70,793 | \$72,423 |
| 10   | \$59,209 | \$62,984 | \$67,575 | \$71,351 | \$73,067 | \$74,697 |
| 11   | \$60,839 | \$64,829 | \$69,635 | \$73,625 | \$75,341 | \$76,971 |
| 12   | \$62,469 | \$66,674 | \$71,694 | \$75,899 | \$77,615 | \$79,245 |
| 13   | \$64,100 | \$68,519 | \$73,753 | \$78,173 | \$79,889 | \$81,519 |
| 14   | \$64,100 | \$68,519 | \$73,753 | \$78,173 | \$79,889 | \$81,519 |
| 15   | \$65,730 | \$70,364 | \$75,813 | \$80,447 | \$82,163 | \$83,793 |
| 16   | \$65,730 | \$70,364 | \$75,813 | \$80,447 | \$82,163 | \$83,793 |
| 17   | \$67,361 | \$72,209 | \$77,872 | \$82,721 | \$84,437 | \$86,067 |
| 18   | \$67,361 | \$72,209 | \$77,872 | \$82,721 | \$84,437 | \$86,067 |
| 19   | \$67,361 | \$72,209 | \$77,872 | \$82,721 | \$84,437 | \$86,067 |
| 20   | \$68,991 | \$74,054 | \$79,932 | \$84,994 | \$86,711 | \$88,341 |
| 21   | \$68,991 | \$74,054 | \$79,932 | \$84,994 | \$86,711 | \$88,341 |
| 22   | \$70,621 | \$75,899 | \$81,991 | \$87,268 | \$88,985 | \$90,615 |
| 23   | \$70,621 | \$75,899 | \$81,991 | \$87,268 | \$88,985 | \$90,615 |
| 24   | \$70,621 | \$75,899 | \$81,991 | \$87,268 | \$88,985 | \$90,615 |
| 25   | \$72,252 | \$77,744 | \$84,051 | \$89,542 | \$91,259 | \$92,889 |
| 26   | \$73,882 | \$79,588 | \$86,110 | \$91,816 | \$93,533 | \$95,163 |
| 27   | \$75,513 | \$81,433 | \$88,169 | \$94,090 | \$95,806 | \$97,437 |
| 28   | \$77,143 | \$83,278 | \$90,229 | \$96,364 | \$98,080 | \$99,711 |

## SUPPLEMENTAL SALARY SCHEDULE

Salaries will be determined according to the adopted supplemental salary schedule - see below.

### **Groups**

#### Group 16

Assistant H.S. Swimming  
Assistant H.S. Wrestling

H.S. Art Club Advisor  
Science Club Advisor  
H.S. Academic Challenge Advisor  
National Honor Society Advisor  
Key Club/Service Club Advisor  
Assistant Musical Director  
M.S. Fall Cheer  
M.S. Winter Cheer  
Assistant M.S. Track

#### Group 15.5

Head Varsity Football  
Head Boys Varsity Basketball  
Head Girls Varsity Basketball

#### Group 7

Freshman Boys Basketball  
Freshman Girls Basketball  
Freshman Football  
M.S. Football Head Coach  
Spring Facility Manager  
Assistant Band

#### Group 13.5

Head Track (2)

#### Group 12

Head Varsity Baseball  
Head Cross Country (2)  
Head Varsity Softball

#### Group 6.5

8<sup>th</sup> Grade Boys Basketball  
8<sup>th</sup> Grade Girls Basketball  
7<sup>th</sup> Grade Boys Basketball  
7<sup>th</sup> Grade Girls Basketball

#### Group 3

Sophomore Class Advisor  
Assistant Play Director  
Assistant Junior Class Advisor  
M.S. Assistant Cross County  
Band Color Guard Advisor

#### Group 11

Head Varsity Volleyball  
Head Swimming  
Head Varsity Wrestling  
Assistant Varsity Football (4)  
JV Boys Basketball  
JV Girls Basketball  
Assistant Varsity Boys Basketball  
Assistant Varsity Girls Basketball  
Winter Facility Manager

#### Group 6

Yearbook Advisor

#### Group 2.5

Building Technology Coordinator (4)

#### Group 10

Head Golf (2)  
Head Bowling (2)  
Band +5 days extended time

#### Group 5.5

M.S. Track (2)  
Fall Assistant Cheer  
Winter Assistant Cheer

#### Group 2

Elementary Spelling Bee  
Flag Corps Advisor  
Mock Trial  
Theater Technician

#### Group 9

H.S. Assistant Track (4)

#### Group 5

9<sup>th</sup> Grade Volleyball  
Musical Director  
M.S. Cross Country  
MS Fall Facility Manager  
MS Winter Facility Manager  
8<sup>th</sup> Grade Volleyball  
7<sup>th</sup> Grade Volleyball  
M.S. Wrestling  
JV Assistant Baseball  
JV Assistant Softball

#### Group 1.5

Elementary Academic Challenge Advisor  
Elementary Art Club Advisor  
Elementary Music Concert Coordinator  
Freshman Class Advisor  
Leadership Club Advisor  
M.S. Academic Challenge Advisor  
M.S. Student Council Advisor  
M.S. Environmental Club Advisor  
M.S. Robotics Club Advisor  
M.S. Art Club Advisor  
MS Science Fair Coordinator  
Elementary Drama Club Advisor  
Elementary Musical Director

#### Group 8.5

JV Baseball  
JV Softball  
Assistant Varsity Baseball  
Assistant Varsity Softball  
H.S. Assistant Cross Country  
Fall Facility Manager

#### Group 4.5

Junior Class Advisor

#### Group 8

Weight Room Coordinator  
Fall Head Cheer Advisor  
Winter Head Cheer Advisor

#### Group 4

Senior Class Advisor  
H.S. Student Council  
Play Director  
Musical Pit Director  
Assistant M.S. Football (2)

#### Volunteer

H.S. Indoor Track

#### Group 7.5

Choir +5 days extended time  
Assistant H.S. Volleyball

#### Group 3.5

Technology Club Advisor  
Spanish Club Advisor

HOURLY RATE - \$25.00 for  
preauthorized district or building  
work.

## 5.02 Supplemental Contract Positions

- A. Supplemental contract holders shall be compensated as shown in the Supplemental Salary Schedule. If an athletic coaching supplement contract holder is placed on medical leave and is not medically cleared to perform their regular duties, the leave will also apply to the athletic coaching supplemental contract. The athletic coaching supplemental contract will be prorated based on the number of days missed multiplied by the contract's daily rate of pay. The daily rate will be calculated by dividing the total supplemental contract amount by the number of days in the season. The season will begin on the first practice permitted by the OHSA and will end on the day of the last regular season contest.
- B. The Board may create new supplemental positions. Within thirty (30) days of creating the position, the Board shall, with the Association, bargain the compensation for the new position. If the parties are unable to negotiate compensation, the Board may still create the position and the Association may pursue whatever legal rights it may have under the Ohio Revised Code.
- C. All sports teams that are to be filled will have a paid coach (7<sup>th</sup> grade/MS, whichever is applicable, freshman, junior varsity, varsity).

Any varsity sport that is to be filled that does not have a JV coach shall have a paid assistant coach if athletes exceed 15 in number at the beginning of the season.

Any student activity that is to occur shall have a paid advisor per the supplemental salary schedule.

- D. Service credit will be granted for previous work experience in similar positions. If there was a separation from a position, the total years of experience will be given if the person returns to the same or similar position.
- E. Volunteers are welcome to assist the program operation and are unpaid positions. The license/certification costs may be recommended to be reimbursed in full if the volunteer completes the season and the payment is recommended by both the head coach and the Athletic Director. The reimbursement will not exceed the actual cost for obtaining the license/certification. In no case shall the volunteer be reimbursed if the license/certification was already obtained due to either a paid or unpaid position in another district.
- F. A committee will be established during negotiation years made up of four (4) Association members appointed by the Association, and four (4) administrative members, one of whom will be a Board member. The committee will be tasked with:
  - 1. Reviewing extracurricular salary and recommendations for revisions.
  - 2. Recommending position placement on the salary schedule.
  - 3. Recommending the addition or deletion of athletic or activity positions.
  - 4. Recommending ratios of coach to participants and other tasks that are in support of a well-functioning extracurricular program.
  - 5. Recommending a pay schedule that is competitive in the area.

6. Reviewing participation numbers and recommending adjustments to salary ratios.

#### 5.03 Payroll Deductions

- A. Payroll deductions shall be made upon written authorization from the teacher at least 30 days prior to deduction being made by treasurer's office and at no cost to the teacher. Enrollment, change or termination may be made by the teacher at any time during the year with at least 15 days' notice prior to such changes, unless otherwise specified herein, for the following deductions:
  1. Tax Sheltered Annuities
  2. United Way
  3. Political Contributions
  4. Association Scholarship Fund
  5. United Education Profession (UEP) Association Dues
- B. The Board treasurer will deduct the regular membership dues and any uniform assessments of the Association from the salaries of those teachers who authorize the deduction. Such deduction authorization shall continue from year to year thereafter in the amounts to be certified from time to time by the Association treasurer and/or until such time as the teacher gives written notice to the Board treasurer and Association treasurer to discontinue such deductions, or employment with the Board terminates.

The time period for written notification for discontinuance of UEP Association dues deductions shall be between September 1 and September 10 of each year.
- C. UEP Association dues deductions shall be made in equal amounts and shall begin with the first pay date in October and shall continue twice monthly through the last pay of May.
- D. No new deductions will be made by the treasurer without at least five (5) employees enrolling in such deduction.
- E. Annuity payment shall be forwarded to the annuity companies within three business days of the deduction.

#### 5.04 Salary Placement

If during the term of the school year a teacher becomes eligible to be placed in a different salary column, the Board, after receipt of proper evidence and justification shall place the teacher in the new column. To qualify, the teacher shall provide an official transcript to the Superintendent. An unofficial transcript may be submitted if coursework has been completed but an official transcript is not available by the deadlines outlined below. A final official transcript must be provided as soon as it becomes available from the university for any teacher requesting alternative salary placement. Upon approval, the Superintendent will recommend the new placement. Transcripts filed by September 15<sup>th</sup> will result in proper placement from the start of the contract year. Transcripts filed before the conclusion of the first semester shall result in proper placement on the first workday of the second

semester. The semester hours must be in the teacher's area of certification/licensure or in the area of education, be relevant for district needs, and be pre-approved by the superintendent.

A teacher with 150 hours shall be placed at the appropriate step on the BA+15 column of the salary schedule.

#### 5.05 Insurance Benefits

- A. The Board shall pay the monthly insurance costs (hospitalization, major medical, vision, dental, and \$50,000.00 life insurance) for all eligible teachers according to the following schedule:

##### Family Coverage

The Board shall pay 70% of the monthly premium, and the employee shall pay the remaining 30% of the monthly premium.

##### Family Coverage – Dental and Vision Only (Restricted to employees enrolled prior to July 1, 2026)

The Board pays 85% of the premium.

##### Single Coverage

The Board shall pay 70% of the monthly premium, and the employee shall pay the remaining 30% of the monthly premium.

##### Single Coverage – Dental and Vision Only (Restricted to employees enrolled prior to July 1, 2026)

The Board pays 85% of the premium.

##### Unified Enrollment

Effective July 1, 2026, all employees newly enrolling in the District's Insurance Plan are subject to the following requirements:

Employees must enroll in the full suite of health benefits. Participation in one plan requires participation in all others, including medical, prescription drug, dental, and vision coverage.

Coverage levels must be uniform across all selected plans. An employee must elect the same coverage tier, either Single or Family, for every benefit.

Split-tier elections are prohibited. For example, an employee may not elect Single coverage for medical and prescription drugs while electing Family coverage for dental and vision.

The terms of this Section 5.06(A) are temporary and shall expire automatically upon the expiration of this Agreement. Effective immediately upon such expiration, the language of Section 5.06(A) shall revert in its entirety to the language in effect as of the day immediately prior to the effective date of this contract.

B. High-Deductible Health Plan / Health Savings Account:

1. For all employees hired on or after July 1, 2026, and subject to applicable law, newly hired employees shall be required to enroll in the District's High-Deductible Health Plan (HDHP) and the associated Health Savings Account (HSA) as their sole health insurance option.

2. Annual Employer Contribution: For each employee enrolled in the District's HDHP/HSA, the Board shall make an annual contribution to the employee's HSA.

3. The full contribution will be made with the first pay of January. The contribution will be as follows:

- a. Single Plan: Two-Thousand Five Hundred Dollars (\$2,500)
- b. Family Plan: Five Thousand Dollars (\$5,000)

4. Proration for Mid – Year Enrollees: Employees who become eligible to enroll in the District's HDHP/HSA after January 1<sup>st</sup> shall receive a pro-rated portion of the boards annual contribution based on the number of full months remaining in the plan.

5. Paragraphs 1 – 4 shall remain in effect for the duration of this agreement and will expire on June 30, 2029.

C. Life insurance will be provided as follows:

- 1. \$50,000.00 death benefit.
- 2. A teacher may purchase additional coverage if the carrier permits.
- 3. A teacher may convert at retirement if the carrier permits.

D. The Board may change the carrier(s) for any of the insurance plans contained in this Agreement provided that the coverage as set forth in the contract(s) is no less than the coverage as of the effective date of this Agreement. The Association shall be notified sixty (60) days in advance of any proposed change in carrier(s).

E. In the case of a married teacher whose spouse also works in the district (hereinafter "Married Teaching Couple"), the employee will be covered as all other employees pursuant to paragraph A.

F. Any employee electing insurance coverage shall be eligible to elect to have his/her portion of payments deducted from his/her salary before taxes pursuant to a salary reduction plan in accordance with applicable IRS regulations. The Board of

Education shall adopt a plan under Section 125 of the Internal Revenue Code to be implemented October 1, 1994.

G. Insurance Committee

1. The Board and the MGTA agree to establish an ongoing insurance committee to review all aspects of the current health insurance coverage. The committee shall meet quarterly, unless otherwise agreed by the co-chairs.
2. The committee will be comprised of:
  - a. Three (3) representatives of the MGTA (to be appointed by the MGTA);
  - b. Three (3) representatives of the Board.
3. Co-Chairs:
  - a. The committee shall be chaired by one representative from the Board appointed by the Treasurer and one representative from MGTA appointed by the MGTA President.
  - b. The Co-Chairs shall meet or confer at least prior to any scheduled Committee meeting to mutually develop and approve the formal agenda.
  - c. Co-Chairs shall rotate the duty of presiding over meetings or share the duty as agreed upon. They are responsible for maintaining order and ensuring all Committee members have the opportunity to contribute.
  - d. Co-Chairs shall serve as the primary points of contact for their respective constituencies (the Board of Education and the Union Membership) regarding the Committee's progress and recommendations.
4. Goals of the committee shall be:
  - a. To review the current health insurance plan
  - b. To research and understand the benefits of the provider.
  - c. To research alternative schedules of benefits, including co-pays, deductibles, and benefit levels in order to control premiums costs, while providing appropriate coverage to employees.
  - d. Any modifications to the insurance plan shall be subject to ratification by the Board and the MGTA prior to implementation.
  - e. Both the Board and the MGTA acknowledges that the above goals cannot be accomplished without the assistance of an outside

consultant to investigate the current plan and plans available from other providers.

- f. At least once every five (5) calendar years, unless otherwise agreed by the Insurance Committee, the Committee shall review the current insurance broker's performance and solicit competitive proposals (RFPs) from other brokerage firms. The purpose of this review is to ensure the District and its employees receive the highest quality benefits consulting and services. Following this review, the Committee shall, by consensus, recommend a broker for selection by the Board of Education.

H. **Insurance Opt-Out Incentive:** Employees who choose not to participate in all of the District's Insurance Plans – Medical, Prescription Drug, Dental and Vision and are not otherwise covered by District insurance will receive a payment of One Thousand Two Hundred Dollars (\$1,200). The opt-out period is January through December of each year. Payment will be paid through payroll and will be paid in the month of January following the opt out year. Married employees who take the District's insurance, their spouse who is also an employee do not qualify for this benefit as they are also participating in the District's insurance plans.

- I. The Board of Education reserves the right to change insurance carriers, or to self-Insure, provided that the overall benefits, coverages, and network access remain substantially comparable to the current plan. Prior to any change in carriers, the Board or its designee shall notify the Insurance Committee and provide documentation demonstrating the comparability of the proposed plan.

#### 5.06 College Credit Reimbursement

- A. Teachers who earn additional college credit and who hold a permanent teaching certificate, a resident educator license, or a professional educator license are eligible for tuition reimbursement.

The maximum amount of college credit eligible for reimbursement shall be \$2,500.00 per teacher annually.

- B. Reimbursement will not be made for course work that has been or will be reimbursed from another source (e.g., state and/or federal grants, private endowments, etc.). Reimbursement will not exceed 100% of the tuition paid by the teacher. Any outside funding will be deducted from the tuition payments.
- C. Only those credit hours taken in the teacher's area of certification or in an area of benefit to the school will be eligible for reimbursement. Hours must be taken from an institute of higher education approved by the Chancellor of the Ohio Board of Regents.
- D. Course work completed while a teacher is on an unpaid leave of absence shall not be eligible for reimbursement.

- E. The Board agrees to spend a maximum annual amount of \$21,000.00 during the term of this agreement toward tuition reimbursement with monies allocated on an equitable basis to all eligible participating teachers. Any unused funds shall rollover to the succeeding school years, with a maximum allotment for any given year of \$35,000. To accomplish an equitable allocation when the number of teachers participating exceeds the maximum Board contribution, the reimbursement schedule contained in Section A above will be prorated.
- F. Course work taken during the summer will be reimbursed only when the teacher has been under contract for the entire year immediately before and the entire year immediately after the summer when the course was taken.  
  
Course work taken during the school year will be reimbursed only if the teacher was under contract for the entire year during which the course work was taken and the entire year following the school year the course work was taken.
- G. In September of each year a complete report of all requests made for reimbursements will be provided to the Association president.
- H. A proof of payment receipt and transcript indicating a passing grade must be submitted by September 30 in order for payment to be made in October.
- I. If the reimbursed member leaves the school system within one year following the year for which reimbursement was made, that member must repay the Board for the tuition reimbursement. If the member fails or refuses to repay the reimbursement, the Board may withhold the amounts from any wages due to the member. No repayment will be required for members who leave for reason of RIF, non-renewal, termination, disability, or retirement.

#### 5.07 Severance Pay

Severance pay shall be a one-time, lump sum payment to eligible teachers according to the following provisions. Teachers who have previously retired and are receiving STRS benefits shall not be eligible for severance.

##### A. Eligibility

A teacher's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The teacher retires from the school system.
2. Retirement is defined as disability or service retirement.
3. The teacher must be eligible for disability or service retirement as of the last date of employment.

4. The teacher must within one hundred twenty (120) days of last day of his/her employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
5. The teacher must have not less than ten (10) years of service with this school district.
6. The teacher must sign for the severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

Severance pay shall be an amount equal to twenty-five percent (25%) of the number of days of sick leave accumulated. Such payment shall be paid at the teacher's daily rate of pay at the time of retirement.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

C. At Death of Teacher

Severance pay benefits for a teacher eligible for benefits under this article who dies while on active service or on an approved leave of absence shall be paid in accordance with RC 2113.04 or to the teacher's estate.

5.08 Period Substitute Teachers

High school and middle school teachers may be asked to serve as a substitute and/or cover other assignments when the teacher normally on duty is absent.

All teachers are paid the hourly rate for preauthorized coverage of a class during his/her planning time or \$5.00 for each student that may be assigned to his/her class for more than half of the contractual day.

For elementary teachers, at the beginning of each quarter volunteers will be solicited to substitute for absent classroom teachers. Such volunteers will be paid \$100 per day. On any day that a volunteer is unavailable, teachers may be directed to substitute and will be paid \$50 per day. Integrated arts teachers will be paid \$5 per student per period, up to a maximum of \$80 per day, to provide coverage for other absent integrated arts teachers.

5.09 Other Compensation

If a teacher is to be involved after the school day or year for the purpose of preauthorized curriculum development, alignment, or approved tutoring, he/she shall be paid at the hourly rate for each hour actually worked not to exceed one hundred dollars (\$100.00) per day. All curriculum development work during the school year will be voluntary. If no teachers volunteer the administration shall develop the curriculum.

#### 5.10 Mileage

When an employee is required to use private transportation to perform his/her assigned duties, he/she will be reimbursed at the then current Internal Revenue Service rate. All expenses must be approved by a district administrator.

#### 5.11 Teacher Attendance at School Activities

The Board shall provide free general admission to each teacher for school sponsored extracurricular activities. Teachers may show their school ID for free admission.

### **ARTICLE VI - LEAVES OF ABSENCE**

#### 6.01 Emergency/Personal Leave

- A. A maximum of three (3) days' absence, with pay, will be granted for emergency purposes.
- B. The request form (see new form with date and time to be done by the principal) for the use of emergency/personal leave shall reach the superintendent's office three (3) school days in advance of the intended day of absence, when possible.
- C. Emergency/personal leave days may not be accumulated beyond one contract year.
- D. Only five (5) teachers may use personal/emergency leave on any given day. The superintendent may grant additional teachers leave at the superintendent's discretion. The superintendent's decision to grant additional days of leave shall not be subject to the grievance procedure.
- E. Emergency/personal leave days may not be used for engaging in other gainful employment, during State testing periods for bargaining unit members directly involved in the testing, or on the first or last student day of school. The superintendent may grant emergency/personal leave during the State testing periods, with reason, on a case by case basis. The superintendent's decision to grant leave for this purpose shall not be subject to the grievance procedure.

Unit members found abusing personal leave shall be subject to discipline determined by the Board, and shall be required to repay the day or days to the Board through salary reduction.

- F. At the conclusion of each school year, unit members shall elect one of the following options for their unused emergency/personal leave days:
  - 1. A member may elect to roll over up to one (1) unused personal leave day into the following year for a maximum accumulation of four (4) personal days at any given time.
  - 2. A member may elect to roll over personal days to sick days on a one-to-one basis.

A member with remaining personal days shall notify the Treasurer's office in writing of their choice on or before June 15. If no notification is received by the Treasurer's office, the default option shall be to roll over personal leave days to sick leave. Part-time unit members shall receive a prorated payment in proportion to their contract terms.

## 6.02 Sick Leave

- A. Sick leave days may be accumulated to a maximum of two hundred sixty (260) days.
- B. Sick leave may be used for absence due to personal illness or injury, illness or injury due to pregnancy, exposure to contagious disease which could be communicated to others, or illness, injury or death in the teacher's immediate family which includes step relationships.
  - 1. Immediate family includes the teacher's parent (including foster or step-parent), child (including foster or step child), son- or daughter-in-law, spouse, sister, brother, parent-in-law, or any other relative who resides in the teacher's household.
  - 2. Absence due to the death of a member of the immediate family shall ordinarily be limited to five (5) days and immediate family shall be defined to include grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, or grandchild.
  - 3. One (1) day of sick leave may be used for absence due to the death of a teacher's niece, nephew, uncle, aunt. An additional one (1) day required for travel shall be included. Additional days may be granted at the discretion of the superintendent.
  - 5. If a member has been absent on sick leave for more than five (5) consecutive days, the member shall submit a physician's statement.

### C. Sick Leave Credit Request

When requested by the MGTA, a teacher exhausting his/her available sick leave and personal leave may apply to the Board for additional sick leave day(s) to a maximum of twenty (20) days per year offered by other teachers' accumulated sick leave. Certified employees may give up to five (5) days per school year. Leave under this section cannot be used to extend post-partum leave beyond the six (6) weeks provided in section 6.03(b) below.

### D. Sick Leave Conversion

Teachers who have accumulated one hundred seventy-five (175) days of sick leave as of September 1 annually may convert four (4) days of sick leave to one (1) additional day of personal leave on an annual basis.

### 6.03 Parental Leave

A. An unpaid leave of absence for the purpose of child care shall be granted to a teacher as follows:

1. The teacher must file a written request at least ninety (90) days prior to the date requested. Such request shall include the proposed starting and ending dates of the leave. The superintendent may waive this requirement in unusual circumstances.
2. Leave of absence shall be approved in semester blocks with the maximum length of two (2) semesters. A leave may commence any time during a school year; however, a teacher may not return from a leave except at the beginning of a school semester. Should the leave commence during a semester, that semester shall count as a semester block unless there are thirty (30) or less school days left in that semester.
3. Upon expiration of leave the teacher shall be reinstated to the same or similar position that was held prior to the leave.
4. A teacher adopting an infant child may request a leave to commence at any time during the first year after receiving de facto custody of said child. Such leave shall be approved in semester blocks with the maximum length of two (2) semesters. A leave may commence any time during the school year; however, a member may not return from a leave except at the beginning of a school semester. Should the leave commence during a semester, that semester shall count as a semester block unless there are thirty (30) or less school days left in that semester.
5. A teacher may continue to participate in district group insurance programs if approved by the carrier and only if he/she is willing to assume the full cost of such coverage. Such payments shall be made, in advance, by the teacher in the manner prescribed by the treasurer's office. Failure to make the payments shall result in the cancellation of the insurance.
6. Time spent on an approved leave shall not count towards seniority nor shall it count towards salary placement. However, such leave shall not be considered as an interruption of continuous service.
7. Upon the expiration of the leave, the teacher shall assume the contract status held at the time the leave was granted, including any modification of that status as stated above.

B. Use of Sick Leave

The use of available sick leave for maternity/paternity/adoption leave shall be for the period of pregnancy/disability which shall be for a duration of six (6) weeks. If, in the opinion of the teacher and a practicing physician, additional use of sick leave is needed the teacher shall so notify the superintendent and shall provide the name and address of the attending doctor and the dates consulted. The superintendent

has the option to require the teacher to submit to a medical examination by a Board appointed physician, or he/she may request the teacher to submit a statement from her physician as to her ability to return to work.

#### 6.04 Professional Development

The following shall apply (1) in any year that the Board appropriates funds for professional development and so long as funds remain available to cover all expenses, or (2) if funding other than from the Board is obtained for all expenses including substitute teachers. The Board shall make every effort to ensure that leave and funding for professional development is available for all teachers in buildings.

##### A. Conferences, Meetings, Conventions

Any employee wishing to attend any conference, meeting, or convention directly related to his/her work may request in advance the superintendent's approval for an absence for that attendance not to exceed a period of three (3) days for any one conference, meeting, or convention. Under certain circumstances, additional leave time may be granted by the Board. No more than two persons from a building shall attend the same meeting unless there are sufficient reasons. Additionally, the Board will not reimburse the tuition and conference, meeting, or convention cost if college credit can be earned.

##### B. Visitations

A teacher may, with the advance approval of the principal, be absent without loss of pay for the purpose of studying the work in some other school or institution. The work to be observed shall be closely related to the regular duties of the employee. No visitation shall be allowed when the work of the schools will be unduly interrupted or hampered.

#### 6.05 Family and Medical Leave

The parties agree to comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended (see Appendix C) and the Board and unit members may exercise all rights entitled to them under the FMLA. For purposes of the FMLA, year shall be defined on a rolling calendar.

#### 6.06 Leave of Absence

Teacher requests for an unpaid leave of absence will be considered individually by the Board within the framework of the following guidelines and procedures:

##### A. The Board of Education must approve all leaves of absence.

##### B. Employees requesting leaves of absence shall make their requests in writing to the Board via the superintendent, with as much advance notice as possible, and well in advance of the requested leave. The written request must reach the superintendent

no later than Monday of the week preceding the regularly scheduled Board of Education meeting where the action is to be taken.

- C. In order for a teacher to be eligible for a non-disability leave of absence, that teacher must have three (3) prior years of continuous service in the Mount Gilead School District.
- D. In the event the leave of absence request is for illness or disability, a physician's excuse may be requested.
- E. Requests shall be limited to no more than one leave without pay per year, but extenuating circumstances may be considered.
- F. Each request for a leave without pay will be considered individually, based on its own merit. Individual factors that may be considered in a decision include the following:
  - 1. Length of employment in the Mount Gilead Schools;
  - 2. Availability of an adequate substitute;
  - 3. Length of the request (a request of one - three days may be looked on more favorably than an extended request);
  - 4. Number of requests per building and per district.
- G. The Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request and a physician's statement, if requested, has been provided.
- H. Employees granted a leave of absence have reinstatement rights consistent with sound educational practice in the discretion of the superintendent. While every effort will be made to reinstate the teacher to his/her teaching assignment immediately preceding his/her leave, the superintendent holds the responsibility and discretion to make all grade and subject assignments. Teachers who are granted a leave of absence will not be considered to have had their continuous service broken, but their leave of absence period will not be counted as a year's service for salary credit experience or for other seniority reasons.
- I. Medical insurance coverage may be continued by an employee while on leave of absence if the employee makes the required monthly payments of the full insurance premium, which may include administrative charges assessed under COBRA.

#### 6.07 Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is assaulted while:

- 1. the member was performing duties required by his/her contract with the Board; and

2. a. which occurred on school premises or  
b. during a school sponsored function

shall be entitled to assault leave.

Assault leave shall be granted for a period not to exceed twenty (20) days. Assault leave extending beyond five (5) days must be verified with a doctor's excuse.

Assault leave granted under this provision shall not be charged against sick leave earned, or leave granted under other leave provisions.

If a member becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

#### 6.08 Association Leave

The MGTA shall have an aggregate of five (5) unpaid days available each year to conduct Association business outside of the school district. A maximum of three (3) days for any one individual would apply for this provision.

The MGTA President will submit an Association Leave form stating the date, the teacher's name, and the Association Leave date to the respective building principal at least two weeks in advance of the scheduled activity or the earliest possible date if announcement of the activity is made with less than two weeks' notice. The principal will forward the request to the superintendent for his/her authorization.

Authorization for use of Association Leave shall include payment for the substitute teacher by the Board of Education. No other expense reimbursement shall be allowed.

When requested by the building principal or superintendent, the Board and Administrators will cooperate with the MGTA President in allowing adequate time to meet with individual members concerning Association business.

### **ARTICLE VII - EMPLOYMENT PRACTICES AND CONDITIONS**

#### 7.01 Contracts

##### A. Contract Sequence

All teachers who are employed by the Board for the first time will be issued a one-year limited contract. If the teacher is renewed, he/she shall be given a series of a one-year contract, a two-year contract, and then a three-year contract. A one-year probationary contract may be issued to any teacher upon the expiration of his/her current limited contract if the teacher has been properly evaluated in accordance with the adopted evaluation procedure and the principal and/or superintendent believe the teacher is in need of further improvement. The evaluation will identify, in writing, any deficiencies noted in the teacher's classroom performance and

provide written positive suggestions for improvement within a specified time frame.

The issuance of this type of probationary contract shall serve warning to the teacher that his/her classroom performance will be closely monitored during this probationary period with future employment dependent upon improvement of the deficiencies as defined during the evaluation process.

**B. Continuing Contract Eligibility**

If, after reviewing the statutory requirements for a continuing contract (ORC 3319.08), a teacher believes they are eligible, then during a year when he/she is being considered for a new contract, the teacher shall notify their respective building administrator, in writing, by October 15.

Failure of the teacher to meet this deadline/requirement shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after October 15 shall not serve as the notice required by this section for the following school year.

Nothing herein limits the Board from issuing a continuing contract to a teacher who misses the notifications should the Board decide to do so.

Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Board believes that the teacher is in need of further professional development, the superintendent may recommend the issuance of a one-year extended limited contract to the teacher. If the superintendent intends to recommend an extended limited contract, the superintendent must advise the teacher, in writing, of the reasons for this recommendation, and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this section, and the teacher is reemployed following the issuance of that extended limited contract, the teacher shall be employed under a continuing contract.

In the event a teacher becomes eligible for a continuing contract during the term of a multi-year contract he/she may be considered by the Board for a continuing contract. This consideration will be available only once per school year at the regular May Board meeting. No cause will be shown or reason given for denying this consideration, but the teacher may discuss the situation with the superintendent.

The teacher may withdraw the request for continuing contract at any time up to the Board action on the request. Except as otherwise provided herein, continuing contracts shall be granted in accordance with Ohio Revised Code.

The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and

all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

C. Supplemental Contracts

Supplemental contracts shall be set forth in a limited contract of one (1) year. A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the treasurer of the Board within fourteen (14) calendar days. Extended service contracts shall be supplemental contracts pursuant to this provision.

D. Necessary Certification & Licensure

The Board will not hire any full-time employee who does not possess the necessary certification/licensure for the position for which he/she is being hired. For the purpose of this section, temporary certification/licensure will also qualify as necessary certification/licensure. Only properly certified/licensed teachers as defined in ORC 3319 may be employed to provide instruction to students, and this designation shall be reflected in EMIS. No paraprofessionals/educational aides may be employed to provide instruction to students which includes independent lesson planning and assignment of grades.

E. Standards-Based Teacher Evaluation

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

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

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

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the MGTA (Mount Gilead Teachers’ Association), and in all extensions and renewals thereof.

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

Definitions

“OTES” – Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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

1. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
3. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
4. A permit issued under R.C. 3319.301

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Mount Gilead Teachers’ Association.

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

**“Credentialed Evaluator”** – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. meets the eligibility requirements under R.C. 3319.111(D); and
2. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and
3. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

It is the intent of the Board to utilize credentialed evaluators who are under contract with the Board pursuant to ORC sections 3319.01 or 3319.02 and who hold a certificate/license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist or supervisor to conduct Teacher evaluations and shall be credentialed at the time of any walkthrough, observation, or evaluation.

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

**“Core Subject Area”** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**“Student Growth”** – for the purpose of the District’s evaluation policy, student growth encompasses the use of at least two sources of high-quality student data (HQSD) demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.

**“Value-Added”** – A measure of student progress at the District and school level based on each student’s scores on State-issued standardized assessments.

**“Vendor Assessment”** – student assessments approved by the Ohio Department of Education (ODE) that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

**“Evaluation Cycle”** – is the period of time for the completion of the evaluation procedure.

**“Evaluation Framework”** – means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

**“Evaluation Instruments”** – refers to the forms used by the teacher’s evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

**“Evaluation Procedure”** – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

**“Evaluation Rating”** – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the evaluation factors are combined.

Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

**“Teacher Performance”** – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

1. Teachers shall be evaluated on his/her work performance based on the evidence provided by the teacher, on the observations of the teacher by the teacher’s assigned evaluator and walkthroughs.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
4. In implementing the Teacher Performance Evaluation Rubric, the District shall conduct all evaluations so as to observe the legal and constitutional rights of teachers. No information collected by video or audio devices.

**“Teacher-Student Data Linkage”** (TSDL) – refers to the process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

#### Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective

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

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

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1<sup>st</sup> of the year the teacher was scheduled to be evaluated.

#### Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance

will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

1. understanding student learning and development and respecting the diversity of the students they teach;
2. understanding the content area for which they have instructional responsibility;
3. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. planning and delivering effective instruction that advances individual student learning;
5. creating learning environments that promote high levels of learning and student achievement;
6. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
7. assuming responsibility for professional growth, performance, and involvement.

#### Formal Observation and Classroom Walkthrough Sequence

1. Standard Full Evaluation Sequence: All instructors who meet the definition of “teacher” under ORC 3319.111 shall be evaluated based on at least two (2) formal observations and a minimum of two (2) classroom walkthroughs each school year.
2. Supplemental Observation for Non-Renewal: A third formal observation shall be conducted only in the event that the teacher is being considered for non-renewal. This third observation is a procedural requirement intended to provide additional feedback and due process prior to a final recommendation.
3. Exemption: Teachers on a limited contract who are not currently at risk of non-renewal shall be subject to the standard sequence of two (2) formal observations as set forth in Section 1.

#### Less Frequent Evaluation Cycles

1. Eligibility for Extended Cycles Teachers who earn a summative rating of Accomplished or Skilled on their most recent full evaluation may be moved to a less frequent evaluation cycle, provided they continue to make progress on their Professional Growth Plan (PGP).
  - a. Accomplished: Full evaluation every three (3) years.
  - b. Skilled: Full evaluation every two (2) years.

2. Requirements During "Off-Years" In any year where a teacher is not subject to a full evaluation cycle, the following minimum requirements apply:
  - a. Observation: The evaluator shall conduct at least one (1) formal observation, which shall be focused on two (2) specific areas identified in the teacher's PGP.
  - b. Conference: A post-observation conference shall be held to discuss the observation and PGP progress.
  - c. PGP Progress: The evaluator must determine that the teacher is making progress on their self-directed (Accomplished) or collaborative (Skilled) Professional Growth Plan to maintain the extended cycle.
3. Forfeiture of Exemption The extended evaluation cycle exemptions described above shall not apply, and a full evaluation cycle shall be required, in any school year where:
  - a. The teacher's limited or extended limited contract is expiring; or
  - b. The teacher has met the requirements for and is requesting a continuing contract (tenure).

#### Evaluation Timelines & Procedures

1. Critical Deadlines: All evaluations shall follow the seasonal schedule below:

| <u>Milestone</u> | <u>Deadline</u> | <u>Focus/Notes</u>                                        |
|------------------|-----------------|-----------------------------------------------------------|
| Observation 1    | 15-Dec          | Holistic review of performance.                           |
| Observation 2    | 1-Apr           | Focuses on 2 areas from the teacher's PGP.                |
| Observation 3    | 30-Apr          | Required only for those facing potential non-renewal.     |
| Completion       | 1-May           | Final evaluation must be finished.                        |
| Final Report     | 10-May          | Provided to teacher (Electronic via OhioES is permitted). |
| Board Notice     | 1-Jun           | Deadline for written notice of non-renewal.               |

2. Post-Observation Protocol
  - a. Post-Conference: A face-to-face meeting must occur within seven (7) school days of the observation.
  - b. Written Report: The evaluator must complete the formal report within five (5) school days following the post-conference.

### 3. Observation Procedures

- a. Pre-Conference: At the teacher's request, a pre-observation conference shall be held to discuss lesson plans and objectives. Requests shall not be unreasonably denied.
- b. Walkthroughs: Duration: Minimum of 3 minutes; maximum of 10 minutes.
  - i. Scope: Formative assessment focused on specific OTES components.
  - ii. Feedback: A debriefing and a copy of the completed walkthrough form must be provided to the teacher within a reasonable timeframe.
  - iii. Non-Disruption: Walkthroughs shall not unreasonably interrupt the learning environment.

### 4. Standards and Tools

- i. Rubric: All assessments shall utilize the current ODE OTES 2.0 "Teacher Performance Evaluation Rubric."
- ii. Self-Assessment: Teachers may annually complete a self-assessment using the "Teacher Evaluation Form" located in the Appendix; this is an optional tool for the teacher's use.

### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process.

### Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures and any other locally determined alternative measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

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

#### High Quality Student Data (HQSD)

1. All evaluations shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.
2. When utilizing vendor assessments to construct HQSD, all related teacher, student and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.
  - a. All new vendor assessments shall be piloted prior to being used as a source of HQSD, subject to the following:
    - i. Participation in the pilot is voluntary
    - ii. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.
    - iii. Teachers participating in the pilot shall be provided time to train, meet, and reflect on the vendor assessment each year of the pilot.
3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
  - a. Knowledge of the students to whom the teacher provides instruction;
  - b. The teacher's use of differentiated instruction practices;
  - c. Assessment of student learning;
  - d. The use of assessment data;
  - e. Professional responsibility and growth.
4. Locally developed instruments measuring student growth will be developed in TBTs.

#### Professional Growth Plans and Professional Improvement Plans

1. Professional growth and improvement plans shall be developed and submitted to the assigned evaluator by October 15 as follows:

- a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.
  - b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.
  - c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator.
  - d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator.
  - e. Teachers placed on an Improvement Plan due to deficiencies in an individual component of the evaluation system shall develop a professional improvement plan with their evaluator.
2. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.
  3. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.
  4. The improvement plan shall include:
    - a. Specific, measurable instructional practices to be observed;
    - b. Specific, evidence-based resources, and assistance to be provided;
    - c. Clearly articulated timelines for the completion of the plan; and
    - d. A description of the specific supports that will be provided as well as opportunities for professional development.

#### Board Professional Development Plan

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

#### Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment

decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

#### Definitions:

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

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

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

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

#### Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

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

#### School Counselor

Pursuant to R.C. 3319.113, all bargaining unit members meeting the statutory definition of school counselor shall be evaluated in accordance with the Board-

adopted evaluation policy, “Standards-Based School Counselor Evaluation System” (Appendix F of this Agreement) and any memoranda of understanding entered into by the parties. “Pinning” the evaluation documents on the eTPES system equates to a signature and digital access equates to providing a written copy to the bargaining unit member.

#### Other Bargaining Unit Members

Bargaining unit members who do not meet the statutory definition of teacher or counselor shall be evaluated according to this Article. Those members shall be observed and evaluated using the same frequency for OTES teachers as set forth in the Board adopted evaluation policy and any memoranda of understanding entered into by the parties. Timelines for the evaluation of these bargaining unit members are noted in Appendix H.

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

#### F. Committee Work

Each member of any building or district committee that meets outside of the regular work day will be paid at the negotiated hourly rate for preauthorized work. The parties will agree on a list of such committees at the beginning of each school year. If additional committees are added throughout the year, they will automatically be included.

### 7.02 Vacancy/Transfer and Promotion

#### A. Letter of Intent Form

On or before February 1 of each year, the superintendent will distribute a letter of intent form to each teacher. The form will be designed to survey the interests of the teacher for the next school year (desire for a vacancy/transfer and/or promotion to a different class, grade level, building, position, including administrative positions, etc.). The completed form must be returned to the superintendent on or before March 15 of each year.

#### B. Notification of Assignment

Each teacher shall be notified of his/her grade level and/or subject assignment and building assignment for the next school year as soon as possible, but no later than June 30. A change in assignment made after that date shall be considered an “involuntary transfer” as provided herein.

C. Vacancy

1. Vacancies in teaching positions, if they are to be filled, shall be e-mailed to each staff member at the district e-mail account prior to the positions being filled. The position shall remain open for at least five (5) days prior to the position being filled. Administrative postings shall be sent to teachers who indicated interest in such postings on the letter of intent form and to the MGTA president.
2. Extended sick leave or unpaid leaves of absence are not considered vacancies.
3. All notices will contain a cutoff date for application from within the district.
4. This section shall be applicable except for vacancies that occur after June 30 and before September 1. From July 1 through July 31, there shall be no minimum length of posting prior to the position being filled. From August 1 through August 31, vacancies shall be posted for one (1) day.

D. Voluntary Transfer and Promotion

Teachers who desire a change in assignment may indicate such on the letter of intent form. Should a vacancy occur which reflects the desired change, said teacher will be considered for the position. The teacher must be or will be properly certificated by the effective date of the position considered.

If a teacher is not awarded a position after he/she has submitted a letter of intent form, he/she may submit a written request to the superintendent for the reason(s) why he/she was not transferred and/or suggestions for possible ways to improve qualifications for subsequent vacancies. The right to such a request shall not be construed to limit in any way the discretion of the superintendent to assess the qualifications of teachers.

E. Involuntary Transfer

An involuntary transfer shall mean a change in a teacher's assignment without the teacher's consent. The teacher may request, in writing, a meeting with the superintendent or his/her designee and an association representative to discuss the reason(s) for the transfer. No teacher shall be transferred to a position for which he/she does not hold certification.

F. Supplemental Positions

All supplemental positions that the Board intends to fill shall be posted annually as follows:

|                            |                               |
|----------------------------|-------------------------------|
| Fall Coaching positions:   | By April 5                    |
| Winter Coaching positions: | By August 5                   |
| Spring Coaching positions: | By December 5                 |
| Co-curricular positions:   | By the end of the school year |

### 7.03 Teacher Contract Year

- A. The regular teacher contract shall be written to include up to one hundred eighty-five (185) full days. At least one (1) day shall be scheduled prior to the opening day of instruction, one (1) day shall be scheduled at the end of the first semester, and at least one (1) day shall be scheduled after the final day of instruction. Open House will not be scheduled during a day set aside as a Teacher Work Day. All teachers new to the district will be required to attend one (1) additional day of teacher orientation prior to the first teacher workday. The actual calendar dates shall not be subject to the negotiations process and shall be determined by the Board with recommendations made by the superintendent. Changes in the calendar due to reasons of calamity will also not be subject to the negotiations process.
- B. If a teacher is required to assist in moving from one building or classroom to another outside of the regular work day or school year, he/she shall be paid at the hourly rate for up to ten (10) hours of preauthorized work. Teachers will be required to verify the hours worked.
- C. If any additions or changes in existing extended contracts are being considered by the Board of Education, the Mount Gilead Teachers' Association will be requested to provide input prior to a final decision.
- D. Any changes that may be proposed that would change the traditional school calendar to a balanced school calendar would need to be approved by the majority of the members of the Mount Gilead Teachers' Association and by a four-fifths vote of the Board of Education.
- E. Teachers who are required to write IEPs shall be released from their classroom duties for two (2) work days per year to help complete this work. A substitute teacher will be provided at district expense and the scheduling will be coordinated with the building administrator.

### 7.04 Length of School Day

- A. Unless the school day is extended a maximum of 1.25 hours per day for calamity days in accordance with the Ohio Revised Code, the length of the school day shall be as follows:
  - 1. The student day shall be a maximum of seven (7) hours including the lunch period. The teacher workday shall extend an additional thirty (30) minutes for planning and conference time (suggested fifteen [15] minutes before the tardy bell and fifteen [15] minutes after the dismissal bell). This time may be assigned by the building principal in order to protect the safety and welfare of students.
- B. Each full-time teacher shall have at least a thirty (30) minute continuous and uninterrupted lunch period each day. The teacher may leave the building during the 30 minute period with approval of the principal or designee.

- C. Each full-time teacher shall have at least a forty (40) minute continuous and uninterrupted duty-free planning and conference period each school day. Both parties acknowledge that on days when the start of school is delayed or on those days when school is released early, the planning time contemplated herein may not be available.
- D. The Board expressly retains the right to determine the number and/or length of class periods consistent with the provisions contained herein.
- E. Efforts will be made not to schedule two (2) parent-teacher conference evenings during the same week and not prior to a holiday.
- F. The number of hours for parent-teacher conferences will be consistent across the school district.
- G. With respect to Section 7.04, Length of School Day, the parties agree to the following:
  - 1. The term "school day" is defined as the hours a teacher is required to be in the building.
  - 2. The term "student day" is defined as the hours in which a teacher is required to be responsible for students.
  - 3. "Student supervision" is defined as any hours a teacher is responsible for students other than during class time, i.e., before and after school.
  - 4. If teachers in a building feel that the current scheduling practices of student supervision is unequal and does not allow for the efficient use of planning time, they may request a meeting with the building representative and the building principal to discuss adjustment and/or equalization of student supervision time. Additional persons may be requested to be involved in the meeting. Changes and adjustments to scheduling practices will be communicated in a staff meeting or by a memorandum to all staff.

Every effort will be made to provide two weeks' advance notice (verbal or written) of school activities occurring outside of the school day.

Attendance shall not be mandatory but shall be paid at the hourly rate.

Each staff member shall be required to attend one staff meeting no more than sixty (60) minutes in length each month. One week's notification will be provided if a teacher's meeting will begin more than 30 minutes prior to the beginning of the teacher workday or extend more than 30 minutes after the end of the workday. For all other meetings/activities which may occur outside the regular workday for which staff attendance will be mandatory, every effort will be made to provide at least two weeks' notice (either verbal or written) of the date of the meeting/activity. The staff member shall be paid at the hourly rate for attendance at all mandatory meetings occurring outside the regular workday, except the monthly staff meeting. If staff attendance is not mandatory, and a staff member chooses to attend a

meeting/activity, the staff member shall not be entitled to any compensation for that attendance.

- H. Classes shall be dismissed one hour early on the last day of the school year.
- I. Each staff member who participates in preauthorized grade level or departmental meetings shall be paid at the hourly rate. The time will be approved by the appropriate administrator.
- J. Every effort will be made to create planning time that does not include the time the teacher escorts his/her students to classes or time traveling between buildings.
- K. Teachers assigned by their building administrator student supervision duties occurring outside the regular school day and which are not covered by a supplemental contract (e.g., detention and Wednesday school) shall be paid at the hourly rate for time actually worked.

#### 7.05 Calendar

The Association may present to the Board any recommendations for the development of the school calendar no later than December 1 of each year. Such recommendations will be considered by the Board, which shall adopt the ensuing year(s) calendars no later than March 1.

#### 7.06 Personnel Files

- A. Location and Maintenance - The official personnel files of all teachers shall be kept at the Board building and maintained by the superintendent.
- B. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluation, and such other information as may be required by the state or considered pertinent. No anonymous letters, reports, or communications shall be included in the teacher's file.
- C. All personnel records of individual teachers will be maintained in accordance with provisions contained in ORC 149.43 and 1347. Each item in the file shall be dated as to its entrance therein.
- D. Each teacher will have the unlimited right to review the contents of his/her own personnel file. Such request will be made to the superintendent who will schedule a time for the teacher to have access to his/her file in the presence of a witness.
- E. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will become part of the teacher's personnel file.
- F. Lists of teachers' home addresses will be released only to governmental agencies as required for official reports as required by state and/or federal law.

- G. A copy of any information to be placed in a teacher's personnel file shall be given to the teacher.

#### 7.07 Reduction in Force

The Board may reduce in force for the following reasons:

1. Decrease in enrollment from the previous school year on a district level, grade level, or program area
2. Suspension of schools or territorial changes
3. Return to duty of a teacher from a leave of absence or disability retirement
4. Curriculum changes
5. Financial reasons
6. Any mandated reason set forth in Ohio Revised Code Section 3319.17.

If the Board determines it is necessary to reduce the number of bargaining unit positions, those reductions shall be made in accordance with Ohio Revised Code section 3319.17. Comparability shall be determined using the performance evaluation ratings of each teacher or counselor over a three-year average, with numerical values assigned to each rating as follows: Accomplished-4; Skilled-3; Developing-2; and Ineffective-1. Seniority will be the basis of a reduction in force only between teachers who are comparable, i.e., have the same three-year average score.

- A. The Association shall be notified in writing of any proposed staff reduction. Such notification shall include:

1. The positions for reductions being considered, and
2. Reasons for such proposals.

- B. Seniority will be defined as the length of continuous service as a certificated/licensed employee under the regular contract in this district.

1. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
2. The Superintendent shall provide the MGTA President with a seniority list on or before November 1 of each school year. The President shall notify the Superintendent of any corrections by December 15. The seniority list shall include each area of licensure/certification with unit members placed on all lists for which they are licensed/certified. Part-time unit members, if any, shall appear on the seniority lists but shall be listed separately from the names of full-time unit members.
3. If two or more teachers have the same length of continuous service, seniority will be determined by:
  - the date of the Board meeting at which the teacher was hired, and then by;

- the date the teacher signed his/her initial employment contract in the district, and then;
  - if there are any remaining ties, they will be broken by lot.
- C. The names of teachers rated ineffective or developing whose contracts are suspended in a reduction in force will be placed on a recall list for twelve (12) months from the date of reduction. The names of teachers rated accomplished or skilled whose contracts are suspended in a reduction in force will be placed on a recall list for twenty-four (24) months from the date of reduction. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
  2. Teachers on the recall list will be recalled based upon licensure/certification, fit, and prior evaluations.
  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/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
  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.
  5. If available through the insurance carrier the teacher shall have the right to any and all insurance benefits provided by the Board. Said premium shall be paid by the teacher by money order or bank draft made payable to the insurance company and received in the office of the treasurer as specified by the treasurer.
- D. The parties agree that these procedures apply only to the suspension of contracts for reduction in force. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

#### 7.08 Class Size

- A. The Board and the Association agree that class size should be consistent with the standards of quality education. The parties agree that every effort should be made to provide one full-time equivalent regular classroom teacher for each twenty-four (24) pupils in average daily membership in the district. However, due to a lack of facilities, impacted growth areas, and a lack of proper financing, it may be difficult to reach this goal.

- B. As used in this section “educational service personnel” shall be defined pursuant to the Ohio Administrative Code, Section 3301-35-01.
- C. Every effort will be made not to place pupils in a classroom in larger numbers than the capacity of the teaching stations allow.
- D. The parties agree that every effort should be made to provide one educational service personnel for each 200 pupils in average daily membership in the district.
- E. An administrative response will be triggered when a K-2 unit member’s class size exceeds 22 pupils.
- F. An administrative response will be triggered when a 1-2 elementary unit member’s class size exceeds the desired limits of the district ratio established in Section A by more than 10%.
- G. An administrative response will be triggered when a secondary or 3-5 elementary unit member’s class size exceeds the desired limits of the district ratio established in Section A by more than 20%.
- H. Courses that have been traditionally taught in large groups shall be excluded from these limitations.
- I. The administrative intervention shall be determined by the superintendent. In no case will that intervention result in the creation of a new section that has less than fifteen (15) students in membership.

#### 7.09 Teacher Education and Certification and Licensure

The Mount Gilead Local Professional Development Committee (LPDC) shall provide district leadership in this area.

- A. The Mount Gilead LPDC shall consist of at least five (5) members. Three-fifths (3/5) of its membership shall be identified as classroom teachers. Two-fifths (2/5) shall be identified as administrative personnel.
  - 1. The Association shall select the teacher members of the LPDC from the Association membership. If possible, each building should be represented.
  - 2. If a teacher member is unable to fulfill a full term of membership, an Association member shall fill the position. If possible, the replacement member should represent the same building as the original member.
  - 3. The superintendent shall select the administrative members of the LPDC.
  - 4. The superintendent shall determine the recall and replacement of the administrative members.

- B. The terms of office for the LPDC teacher members shall be three years beginning on July 1. One teacher member shall rotate off the LPDC each year.
- C. The LPDC shall consist of the following officers: chairperson, vice-chairperson, and recorder. In addition, a data entry clerk shall be appointed with the mutual agreement of the LPDC and superintendent.
- D. The LPDC shall determine its meeting schedule.
- E. The decision(s) of the LPDC shall be by majority vote. A quorum shall include at least one (1) administrative member.
- F. Each LPDC bargaining unit member shall be paid at the hourly rate for preauthorized meetings scheduled outside of the school day or regular school year, not to exceed \$650.00 per year. Members will be issued a supplemental contract and will be required to submit time sheets verifying hours worked.
- G. Decisions of the LPDC may be appealed through the channels established in the LPDC guidelines.
- H. The LPDC shall approve all CEU programs and coursework for all certificated/licensed employees, as well as other activities that may provide CEU's. The LPDC shall establish criteria for the above programs.
- I. At least one member of the LPDC Committee shall be placed on any district committee involved with staff development issues.

#### 7.10 Hiring Retired Teachers

##### A. Definition of Retiree

A retiree is an individual who has attained service retirement status with the State Teachers Retirement System (STRS) and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

##### B. Employment

The Board retains the right to reemploy retired teachers. The Board will make this determination on a case-by-case basis. Any bargaining unit member or any other retiree of STRS who retires and is subsequently reemployed in the Mount Gilead Exempted Village School District may be hired at a rate of pay different from his/her years of service as specified in the salary schedule contained in this Agreement. This provision and such salary and individual contracts with a member expressly supersede Ohio Revised Code Section 3317.13 and all other applicable laws.

##### C. Salary Placement and Index

The teacher shall be placed at the salary step that is agreed to by the teacher and the Board of Education. Actual training credit will be awarded.

D. Insurance

A retiree may purchase dental and vision service at district cost. Medical and prescription drug coverage shall not be provided unless STRS denies such coverage due to employment.

E. Contracts

The retiree shall be granted an automatically non-renewing one-year limited contract. The retiree shall not accumulate seniority. It shall not be necessary for the Board to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

F. Sick Leave/Severance Pay

Retirees will accrue sick leave pursuant to the Agreement and ORC. A retiree is not eligible to receive a severance payment upon leaving employment in the district.

G. Vacancy

The retiree's position shall be posted annually. The retiree may bid on the position after the Agreement's posting period has expired.

H. All of the terms and conditions of employment set forth in the preceding subsections shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to, Sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.08, 3319.141, 3317.13, and 3317.14.

7.11 National Board Certification

A teacher who seeks National Board Certification (NBC) shall notify the administration of his/her intent to participate in the process.

A teacher who seeks NBC shall be granted, on a one-time basis, two (2) professional leave days for preparation and testing. These days are in addition to other professional days permitted herein.

Unreimbursed application and testing fees shall be reimbursed under the provisions of Article V, Section 5.04, College Credit Reimbursement, upon successful passage of the program. If a teacher's education program includes self-paid credit for working on NBC, tuition reimbursement shall also apply. The combination of these two reimbursements shall not exceed \$1,500.00 as provided in Article V, Section 5.04. The tuition reimbursement form shall be revised to reflect this benefit.

If a teacher's education program does not include credit hours for pursuing NBC, a teacher shall be granted six (6) semester hours of credit toward advancement on the salary schedule only.

All such benefits shall be provided once per teacher.

#### 7.12 Advisory Council for the Superintendent

- A. Any teacher representatives and teacher alternates who are to serve on the Advisory Council for the superintendent shall be selected from each building by a majority vote of that building's faculty. This selection shall take place in the month of September. In addition, the Association president shall also serve on the committee. Other personnel including principals, treasurer, curriculum director, technology director, etc., may be invited to attend council meetings at the discretion of the superintendent.
- B. All Advisory Council members will be provided with a schedule of the meetings which will be established at the first Advisory Council meeting in September. The Advisory Council will meet every six (6) weeks of the school year beginning in September. Additional meetings may be scheduled as mutually agreed upon.
- C. The issues discussed by the Advisory Council shall not be construed to be negotiations and shall not alter or amend the terms and conditions of this Agreement.

#### 7.13 Pay Periods

Each teacher shall receive twenty-four (24) equal pays during the regular work year. The pay dates are the 10<sup>th</sup> and 25<sup>th</sup> of each month. When the 10<sup>th</sup> and 25<sup>th</sup> are on a weekend or holiday, payment is made on the previous business day.

#### 7.14 Court Appearance

A teacher serving as a juror or who is subpoenaed to testify in a court of law shall receive the difference between his/her regular pay and any remuneration received for such services. This leave shall not be chargeable to sick leave or personal leave. This provision shall not apply if the teacher is a party to the court matter.

#### 7.15 Special Education

Each unit member that provides instructional or other services to students in the MTSS process at any level (pre-evaluations, ETR, IEP or 504 initial or renewal, etc.) will be invited to meetings by the appropriate building or district personnel. All efforts will be made to hold meetings during the day with sub coverage provided.

- A. Every reasonable effort will be made to schedule such meetings during the contract day.

- B. If such meetings preauthorized must be scheduled outside the contract day, the participating unit members shall be eligible for payment. (Such time outside the contract day must be for a minimum block of thirty (30) minutes.) The amount of time shall be verified by a building administrator. Payment will be at the hourly rate.

7.16 Copies of Board Policy

The Board policy manual shall be maintained on the district website. Every proposed change to Board policy will be emailed to the MGTA President prior to any Board action.

7.17 Dress Code

The teacher shall be responsible for dressing in a professional and job-appropriate manner.

7.18 Procedure to Resolve Parent/Teacher Disagreements

Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between professional staff member, pupil, parent, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below. To that end, upon receipt of a complaint, the person receiving the complaint should refer the complainant to the teacher affected who shall meet with the complainant to attempt to resolve the complaint. Any teacher who is the subject of a complaint that could lead to discipline shall be notified in a timely manner. If the complainant refuses or does not wish to meet with the teacher, the complainant shall be referred to the building principal who may meet with the complainant to attempt to resolve the complaint. If the building principal is able to resolve the complaint, he/she shall advise the teacher of the nature of the complaint, its resolution, and the identity of the complainant. If such conferences do not lead to understanding and resolution of problems involved, the principal may investigate the allegations and determine what action, if any, should be taken based upon the allegations in the complaint.

Anonymous complaints shall not be subject of investigation, unless they involve the health, safety, or welfare of a student or other employee.

7.19 New Programs/Curricula

Teachers shall be trained in advance of the implementation of any new programs or curricula and shall be provided all materials prior to implementation, unless otherwise required by law. Preauthorized training conducted outside of the contracted work day/year shall be paid at the hourly rate. Teachers who are new to the district or grade level/department shall be trained within the first three (3) months of assignment. Independent/Integrated Arts teachers who have responsibilities for implementing these programs/curricula shall be included in all training.

## 7.20 Teacher on Special Assignment (TOSA)

- A. Definition: A Teacher on Special Assignment (TOSA) at MGVES is a licensed, credentialed educator who is assigned to perform specialized duties, projects, or instructional support roles that do not require daily, traditional classroom instruction. TOSA will remain eligible for membership in MGTA.
- B. When a TOSA is deemed an appropriate option, the MGTA and District administration will collaborate to develop the job description. The position will be posted internally. A TOSA shall not have evaluative/supervisory responsibilities over any MGTA member in their role as a teacher.

## **ARTICLE VIII - RESIDENT EDUCATOR PROGRAM**

### 8.01 Resident Educator Program

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

Resident Educator Mentors shall be compensated as follows:

- Year 1 (per Resident Educator) \$900
- Year 2 and beyond (per Resident Educator) \$750

## **ARTICLE IX - OTHER PROVISIONS**

### 9.01 Continuation Clause

Any negotiated item currently in effect and not changed during this round of negotiations shall remain in full force and effect and shall be carried over and placed in any successor agreement.

### 9.02 Superseding Clause

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement, whether or not the statutory provision is specifically enumerated herein.

### 9.03 This Agreement/Severability

This Agreement supersedes and cancels all prior agreements between the parties whether verbal, written or based upon alleged past practices, and all Board policy and administrative regulations, it being the intent of the parties that the Agreement shall constitute the entire agreement between the parties.

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision

herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

9.04 Financial Contingency Reopener

- A. Triggering Event: The Board and the Association agree that the economic provisions of this Agreement are based on the current state and local funding models. Either party may invoke the right to reopen negotiations regarding Article 5 Sections 5.01 (Mount Gilead Salary/Index) and 5.06 (Insurance benefits) if a change in State law, state funding formulas, or property tax assessment methodology results in an aggregate reduction of 7.5% or more in the District's total General Fund revenue (as compared to the prior fiscal year's certified revenue or as projected in a Board-approved Forecast).
- B. Procedure: Upon the occurrence of the Triggering Event, the moving party shall provide written notice to the other of the intent to reopen. The parties shall meet within thirty (30) calendar days of such notice to begin good-faith negotiations.
- C. Scope: This reopener is limited strictly to base salary, supplemental salary schedules, and the Board's contribution toward insurance premiums. All other provisions of this Collective Bargaining Agreement shall remain in full force and effect during the reopener period.
- D. Dispute Resolution: If the parties are unable to reach an agreement within sixty (60) days of the first meeting, the parties shall utilize the Dispute Resolution Procedure (Mediation/Fact-Finding) as outlined in Article 2 Section 2.09 (Impasse Procedures) of this Agreement.
- E. Sunset Provision: This Article shall automatically expire and "sunset" at 11:59 PM on June 30, 2029. It shall not be considered part of the status quo for successor negotiations and shall not carry over into any interim period or successor agreement unless specifically re-negotiated.

9.05 Duration

This Agreement shall be effective July 1, 2026 through June 30, 2029.

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**MOUNT GILEAD EXEMPTED VILLAGE SCHOOL**  
**GRIEVANCE PROCEDURE FORM**

Grievance # \_\_\_\_\_ Date Filed: \_\_\_\_\_

Name of Grievant(s): \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Specific Provisions Violated: \_\_\_\_\_

Statement of Grievance:

Relief Sought:

**LEVEL 1: SUBMISSION OF GRIEVANCE**

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

Disposition of Building Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

**LEVEL 2: APPEAL TO SUPERINTENDENT**

Position of Grievant(s)

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

Disposition by Superintendent

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**LEVEL 3: REQUEST FOR MEDIATION**

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**LEVEL 4: ARBITRATION**

**MOUNT GILEAD  
SUPPLEMENTAL PAY SCALES**

Base Salary:      \$40,442      2026 - 2027

| GROUP             | YEAR 0            | YEAR 1-2<br>1.10% | YEAR 3-4<br>1.20% | YEAR 5-6<br>1.25% | YEAR 7-8<br>1.30% | YEAR 9+<br>1.35%  |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <u>Group 16</u>   | 16%<br>\$6,471    | 17.60%<br>\$7,118 | 19.20%<br>\$7,765 | 20%<br>\$8,088    | 20.80%<br>\$8,412 | 21.60%<br>\$8,735 |
| <u>Group 15.5</u> | 15.50%<br>\$6,268 | 17.05%<br>\$6,895 | 18.60%<br>\$7,522 | 19.38%<br>\$7,838 | 20.15%<br>\$8,149 | 20.93%<br>\$8,464 |
| <u>Group 13</u>   | 13%<br>\$5,257    | 14.30%<br>\$5,783 | 15.60%<br>\$6,309 | 16.25%<br>\$6,572 | 16.90%<br>\$6,835 | 17.55%<br>\$7,098 |
| <u>Group 12</u>   | 12%<br>\$4,853    | 13.20%<br>\$5,338 | 14.40%<br>\$5,824 | 15%<br>\$6,066    | 15.60%<br>\$6,309 | 16.20%<br>\$6,552 |
| <u>Group 11</u>   | 11%<br>\$4,449    | 12.10%<br>\$4,893 | 13.20%<br>\$5,338 | 13.75%<br>\$5,561 | 14.30%<br>\$5,783 | 14.85%<br>\$6,006 |
| <u>Group 10</u>   | 10%<br>\$4,044    | 11%<br>\$4,449    | 12%<br>\$4,853    | 12.50%<br>\$5,055 | 13%<br>\$5,257    | 13.50%<br>\$5,460 |
| <u>Group 9</u>    | 9%<br>\$3,640     | 9.90%<br>\$4,004  | 10.80%<br>\$4,368 | 11.25%<br>\$4,550 | 11.70%<br>\$4,732 | 12.15%<br>\$4,914 |
| <u>Group 8.5</u>  | 8.50%<br>\$3,438  | 9.35%<br>\$3,781  | 10.20%<br>\$4,125 | 10.63%<br>\$4,299 | 11.05%<br>\$4,469 | 11.48%<br>\$4,643 |
| <u>Group 8</u>    | 8%<br>\$3,235     | 8.80%<br>\$3,559  | 9.60%<br>\$3,882  | 10%<br>\$4,044    | 10.40%<br>\$4,206 | 10.80%<br>\$4,368 |
| <u>Group 7.5</u>  | 7.50%<br>\$3,033  | 8.25%<br>\$3,336  | 9%<br>\$3,640     | 9.38%<br>\$3,793  | 9.75%<br>\$3,943  | 10.13%<br>\$4,097 |
| <u>Group 7</u>    | 7%<br>\$2,831     | 7.70%<br>\$3,114  | 8.40%<br>\$3,397  | 8.75%<br>\$3,539  | 9.10%<br>\$3,680  | 9.45%<br>\$3,822  |
| <u>Group 6.5</u>  | 6.50%<br>\$2,629  | 7.15%<br>\$2,892  | 7.80%<br>\$3,154  | 8.13%<br>\$3,288  | 8.45%<br>\$3,417  | 8.78%<br>\$3,551  |
| <u>Group 6</u>    | 6%<br>\$2,427     | 6.60%<br>\$2,669  | 7.20%<br>\$2,912  | 7.50%<br>\$3,033  | 7.80%<br>\$3,154  | 8.10%<br>\$3,276  |
| <u>Group 5.5</u>  | 5.50%<br>\$2,224  | 6.05%<br>\$2,447  | 6.60%<br>\$2,669  | 6.88%<br>\$2,782  | 7.15%<br>\$2,892  | 7.43%<br>\$3,005  |
| <u>Group 5</u>    | 5%<br>\$2,022     | 5.50%<br>\$2,224  | 6%<br>\$2,427     | 6.25%<br>\$2,528  | 6.50%<br>\$2,629  | 6.75%<br>\$2,730  |
| <u>Group 4.5</u>  | 4.50%<br>\$1,820  | 4.95%<br>\$2,002  | 5.40%<br>\$2,184  | 5.63%<br>\$2,277  | 5.85%<br>\$2,366  | 6.08%<br>\$2,459  |
| <u>Group 4</u>    | 4%<br>\$1,618     | 4.40%<br>\$1,779  | 4.80%<br>\$1,941  | 5%<br>\$2,022     | 5.20%<br>\$2,103  | 5.40%<br>\$2,184  |
| <u>Group 3.5</u>  | 3.50%<br>\$1,415  | 3.85%<br>\$1,557  | 4.20%<br>\$1,699  | 4.38%<br>\$1,771  | 4.55%<br>\$1,840  | 4.73%<br>\$1,913  |
| <u>Group 3</u>    | 3%<br>\$1,213     | 3.30%<br>\$1,335  | 3.60%<br>\$1,456  | 3.75%<br>\$1,517  | 3.90%<br>\$1,577  | 4.05%<br>\$1,638  |
| <u>Group 2.5</u>  | 2.50%<br>\$1,011  | 2.75%<br>\$1,112  | 3%<br>\$1,213     | 3.13%<br>\$1,266  | 3.25%<br>\$1,314  | 3.38%<br>\$1,367  |
| <u>Group 2</u>    | 2%<br>\$809       | 2.20%<br>\$890    | 2.40%<br>\$971    | 2.50%<br>\$1,011  | 2.60%<br>\$1,051  | 2.70%<br>\$1,092  |
| <u>Group 1.5</u>  | 1.50%<br>\$607    | 1.65%<br>\$667    | 1.80%<br>\$728    | 1.88%<br>\$760    | 1.95%<br>\$789    | 2.03%<br>\$821    |

Base Salary: \$41,655

2027 - 2028

| GROUP             | YEAR 0  | YEAR 1-2 | YEAR 3-4 | YEAR 5-6 | YEAR 7-8 | YEAR 9+ |
|-------------------|---------|----------|----------|----------|----------|---------|
|                   |         | 1.10%    | 1.20%    | 1.25%    | 1.30%    | 1.35%   |
| <u>Group 16</u>   | 16%     | 17.60%   | 19.20%   | 20%      | 20.80%   | 21.60%  |
|                   | \$6,665 | \$7,331  | \$7,998  | \$8,331  | \$8,664  | \$8,998 |
| <u>Group 15.5</u> | 15.50%  | 17.05%   | 18.60%   | 19.38%   | 20.15%   | 20.93%  |
|                   | \$6,457 | \$7,102  | \$7,748  | \$8,073  | \$8,394  | \$8,718 |
| <u>Group 13</u>   | 13%     | 14.30%   | 15.60%   | 16.25%   | 16.90%   | 17.55%  |
|                   | \$5,415 | \$5,957  | \$6,498  | \$6,769  | \$7,040  | \$7,310 |
| <u>Group 12</u>   | 12%     | 13.20%   | 14.40%   | 15%      | 15.60%   | 16.20%  |
|                   | \$4,999 | \$5,498  | \$5,998  | \$6,248  | \$6,498  | \$6,748 |
| <u>Group 11</u>   | 11%     | 12.10%   | 13.20%   | 13.75%   | 14.30%   | 14.85%  |
|                   | \$4,582 | \$5,040  | \$5,498  | \$5,728  | \$5,957  | \$6,186 |
| <u>Group 10</u>   | 10%     | 11%      | 12%      | 12.50%   | 13%      | 13.50%  |
|                   | \$4,166 | \$4,582  | \$4,999  | \$5,207  | \$5,415  | \$5,623 |
| <u>Group 9</u>    | 9%      | 9.90%    | 10.80%   | 11.25%   | 11.70%   | 12.15%  |
|                   | \$3,749 | \$4,124  | \$4,499  | \$4,686  | \$4,874  | \$5,061 |
| <u>Group 8.5</u>  | 8.50%   | 9.35%    | 10.20%   | 10.63%   | 11.05%   | 11.48%  |
|                   | \$3,541 | \$3,895  | \$4,249  | \$4,428  | \$4,603  | \$4,782 |
| <u>Group 8</u>    | 8%      | 8.80%    | 9.60%    | 10%      | 10.40%   | 10.80%  |
|                   | \$3,332 | \$3,666  | \$3,999  | \$4,166  | \$4,332  | \$4,499 |
| <u>Group 7.5</u>  | 7.50%   | 8.25%    | 9%       | 9.38%    | 9.75%    | 10.13%  |
|                   | \$3,124 | \$3,437  | \$3,749  | \$3,907  | \$4,061  | \$4,220 |
| <u>Group 7</u>    | 7%      | 7.70%    | 8.40%    | 8.75%    | 9.10%    | 9.45%   |
|                   | \$2,916 | \$3,207  | \$3,499  | \$3,645  | \$3,791  | \$3,936 |
| <u>Group 6.5</u>  | 6.50%   | 7.15%    | 7.80%    | 8.13%    | 8.45%    | 8.78%   |
|                   | \$2,708 | \$2,978  | \$3,249  | \$3,387  | \$3,520  | \$3,657 |
| <u>Group 6</u>    | 6%      | 6.60%    | 7.20%    | 7.50%    | 7.80%    | 8.10%   |
|                   | \$2,499 | \$2,749  | \$2,999  | \$3,124  | \$3,249  | \$3,374 |
| <u>Group 5.5</u>  | 5.50%   | 6.05%    | 6.60%    | 6.88%    | 7.15%    | 7.43%   |
|                   | \$2,291 | \$2,520  | \$2,749  | \$2,866  | \$2,978  | \$3,095 |
| <u>Group 5</u>    | 5%      | 5.50%    | 6%       | 6.25%    | 6.50%    | 6.75%   |
|                   | \$2,083 | \$2,291  | \$2,499  | \$2,603  | \$2,708  | \$2,812 |
| <u>Group 4.5</u>  | 4.50%   | 4.95%    | 5.40%    | 5.63%    | 5.85%    | 6.08%   |
|                   | \$1,874 | \$2,062  | \$2,249  | \$2,345  | \$2,437  | \$2,533 |
| <u>Group 4</u>    | 4%      | 4.40%    | 4.80%    | 5%       | 5.20%    | 5.40%   |
|                   | \$1,666 | \$1,833  | \$1,999  | \$2,083  | \$2,166  | \$2,249 |
| <u>Group 3.5</u>  | 3.50%   | 3.85%    | 4.20%    | 4.38%    | 4.55%    | 4.73%   |
|                   | \$1,458 | \$1,604  | \$1,750  | \$1,824  | \$1,895  | \$1,970 |
| <u>Group 3</u>    | 3%      | 3.30%    | 3.60%    | 3.75%    | 3.90%    | 4.05%   |
|                   | \$1,250 | \$1,375  | \$1,500  | \$1,562  | \$1,625  | \$1,687 |
| <u>Group 2.5</u>  | 2.50%   | 2.75%    | 3%       | 3.13%    | 3.25%    | 3.38%   |
|                   | \$1,041 | \$1,146  | \$1,250  | \$1,304  | \$1,354  | \$1,408 |
| <u>Group 2</u>    | 2%      | 2.20%    | 2.40%    | 2.50%    | 2.60%    | 2.70%   |
|                   | \$833   | \$916    | \$1,000  | \$1,041  | \$1,083  | \$1,125 |
| <u>Group 1.5</u>  | 1.50%   | 1.65%    | 1.80%    | 1.88%    | 1.95%    | 2.03%   |
|                   | \$625   | \$687    | \$750    | \$783    | \$812    | \$846   |

Base Salary: \$42,905

2028 - 2029

| GROUP             | YEAR 0  | YEAR 1-2 | YEAR 3-4 | YEAR 5-6 | YEAR 7-8 | YEAR 9+ |
|-------------------|---------|----------|----------|----------|----------|---------|
|                   |         | 1.10%    | 1.20%    | 1.25%    | 1.30%    | 1.35%   |
| <u>Group 16</u>   | 16%     | 17.60%   | 19.20%   | 20%      | 20.80%   | 21.60%  |
|                   | \$6,865 | \$7,551  | \$8,238  | \$8,581  | \$8,924  | \$9,267 |
| <u>Group 15.5</u> | 15.50%  | 17.05%   | 18.60%   | 19.38%   | 20.15%   | 20.93%  |
|                   | \$6,650 | \$7,315  | \$7,980  | \$8,315  | \$8,645  | \$8,980 |
| <u>Group 13</u>   | 13%     | 14.30%   | 15.60%   | 16.25%   | 16.90%   | 17.55%  |
|                   | \$5,578 | \$6,135  | \$6,693  | \$6,972  | \$7,251  | \$7,530 |
| <u>Group 12</u>   | 12%     | 13.20%   | 14.40%   | 15%      | 15.60%   | 16.20%  |
|                   | \$5,149 | \$5,663  | \$6,178  | \$6,436  | \$6,693  | \$6,951 |
| <u>Group 11</u>   | 11%     | 12.10%   | 13.20%   | 13.75%   | 14.30%   | 14.85%  |
|                   | \$4,720 | \$5,191  | \$5,663  | \$5,899  | \$6,135  | \$6,371 |
| <u>Group 10</u>   | 10%     | 11%      | 12%      | 12.50%   | 13%      | 13.50%  |
|                   | \$4,290 | \$4,720  | \$5,149  | \$5,363  | \$5,578  | \$5,792 |
| <u>Group 9</u>    | 9%      | 9.90%    | 10.80%   | 11.25%   | 11.70%   | 12.15%  |
|                   | \$3,861 | \$4,248  | \$4,634  | \$4,827  | \$5,020  | \$5,213 |
| <u>Group 8.5</u>  | 8.50%   | 9.35%    | 10.20%   | 10.63%   | 11.05%   | 11.48%  |
|                   | \$3,647 | \$4,012  | \$4,376  | \$4,561  | \$4,741  | \$4,925 |
| <u>Group 8</u>    | 8%      | 8.80%    | 9.60%    | 10%      | 10.40%   | 10.80%  |
|                   | \$3,432 | \$3,776  | \$4,119  | \$4,290  | \$4,462  | \$4,634 |
| <u>Group 7.5</u>  | 7.50%   | 8.25%    | 9%       | 9.38%    | 9.75%    | 10.13%  |
|                   | \$3,218 | \$3,540  | \$3,861  | \$4,024  | \$4,183  | \$4,346 |
| <u>Group 7</u>    | 7%      | 7.70%    | 8.40%    | 8.75%    | 9.10%    | 9.45%   |
|                   | \$3,003 | \$3,304  | \$3,604  | \$3,754  | \$3,904  | \$4,055 |
| <u>Group 6.5</u>  | 6.50%   | 7.15%    | 7.80%    | 8.13%    | 8.45%    | 8.78%   |
|                   | \$2,789 | \$3,068  | \$3,347  | \$3,488  | \$3,625  | \$3,767 |
| <u>Group 6</u>    | 6%      | 6.60%    | 7.20%    | 7.50%    | 7.80%    | 8.10%   |
|                   | \$2,574 | \$2,832  | \$3,089  | \$3,218  | \$3,347  | \$3,475 |
| <u>Group 5.5</u>  | 5.50%   | 6.05%    | 6.60%    | 6.88%    | 7.15%    | 7.43%   |
|                   | \$2,360 | \$2,596  | \$2,832  | \$2,952  | \$3,068  | \$3,188 |
| <u>Group 5</u>    | 5%      | 5.50%    | 6%       | 6.25%    | 6.50%    | 6.75%   |
|                   | \$2,145 | \$2,360  | \$2,574  | \$2,682  | \$2,789  | \$2,896 |
| <u>Group 4.5</u>  | 4.50%   | 4.95%    | 5.40%    | 5.63%    | 5.85%    | 6.08%   |
|                   | \$1,931 | \$2,124  | \$2,317  | \$2,416  | \$2,510  | \$2,609 |
| <u>Group 4</u>    | 4%      | 4.40%    | 4.80%    | 5%       | 5.20%    | 5.40%   |
|                   | \$1,716 | \$1,888  | \$2,059  | \$2,145  | \$2,231  | \$2,317 |
| <u>Group 3.5</u>  | 3.50%   | 3.85%    | 4.20%    | 4.38%    | 4.55%    | 4.73%   |
|                   | \$1,502 | \$1,652  | \$1,802  | \$1,879  | \$1,952  | \$2,029 |
| <u>Group 3</u>    | 3%      | 3.30%    | 3.60%    | 3.75%    | 3.90%    | 4.05%   |
|                   | \$1,287 | \$1,416  | \$1,545  | \$1,609  | \$1,673  | \$1,738 |
| <u>Group 2.5</u>  | 2.50%   | 2.75%    | 3%       | 3.13%    | 3.25%    | 3.38%   |
|                   | \$1,073 | \$1,180  | \$1,287  | \$1,343  | \$1,394  | \$1,450 |
| <u>Group 2</u>    | 2%      | 2.20%    | 2.40%    | 2.50%    | 2.60%    | 2.70%   |
|                   | \$858   | \$944    | \$1,030  | \$1,073  | \$1,116  | \$1,158 |
| <u>Group 1.5</u>  | 1.50%   | 1.65%    | 1.80%    | 1.88%    | 1.95%    | 2.03%   |
|                   | \$644   | \$708    | \$772    | \$807    | \$837    | \$871   |