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*MILFORD EDUCATION ASSOCIATION  
Negotiated Agreement Effective Upon Ratification through June 30, 2013*

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**PREAMBLE**

This Agreement is made and entered into this 17 day of June 2010 by and between the Board of Education of Milford Exempted Village School District (herein referred to as the "Board") and the Milford Education Association (hereinafter referred to as the "Association").

**ARTICLE 1**  
**RECOGNITION**

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

**ARTICLE 2**  
**PROCEDURES FOR NEGOTIATION AND RESOLVING DISPUTES**

- 2.01 This Article shall control the procedures utilized by the Board and the Association for the purpose of negotiating any items which have become negotiable pursuant to the terms of any reopener provision set forth elsewhere in this Agreement or for the purpose of negotiating mandatory subjects of bargaining which have been properly raised by either the Board and/or the Association with respect to an Agreement to succeed and/or replace this Agreement.
- 2.02 Any negotiations for an agreement to succeed or replace this Agreement shall be inaugurated by the party seeking such negotiations delivering a written notice of such intent to the other not less than seventy-five (75) calendar days prior to the expiration of this Agreement. The parties shall commence such negotiations not later than sixty (60) calendar days before the expiration date of this Agreement.
- 2.03 The Association shall have a bargaining committee that shall not exceed eight (8) persons not counting the OEA Consultant. The Board shall have a bargaining committee which shall not exceed five (5) persons selected by the Board. The expense, if any, of each bargaining committee will be borne by the party selecting said committee and the other party shall not be responsible in any fashion for any such expense.
- 2.04 Negotiation meetings between said bargaining committees shall be private and scheduled for mutually satisfactory times and place(s).

- 2.05 Each bargaining committee may utilize consultants for any part of a bargaining session to assist it during a bargaining session provided such bargaining team has given the other bargaining team adequate and reasonable advance notification of its intent to use such a consultant. The expense of any such consultants shall be borne by the party selecting him/her and the other party shall not be responsible in any fashion for any such expense.
- 2.06 During the time period of negotiations between the two (2) bargaining committees, no oral or written publication of negotiations shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee; provided, however, that the Board's bargaining committee may inform the Superintendent, the Administrative Team, and/or the Board of such events, and the Association's bargaining committee may inform the officers of the Association and its members of such events; but none of the persons who are thus informed may disclose and/or publish such information to any other person.
- 2.07 The Board's bargaining committee, upon written request from the Association's bargaining committee shall furnish to them, within a reasonable time period thereafter, requested and clearly identified information relevant to the issue(s) under negotiation which is within the possession of the Board and which can be provided without significant expense. If such requested information would involve significant expense, then the Association shall pay such expense. The Association, upon written request from the Board's bargaining committee shall likewise furnish to them clearly identified and requested information relevant to the issue(s) under negotiation to which the Association has access. If such requested information would involve significant expense, then the Board shall pay such expense.
- 2.08 If, after having negotiated for at least sixty (60) calendar days, the two (2) bargaining teams have not been able to reach an agreement on all items, then either bargaining team may declare impasse and request in writing to the other that the issues be submitted to mediation.
- 2.09 The parties shall jointly notify the Federal Mediation and Conciliation Service of the dispute and request the selection of a mediator. The parties shall mediate for at least thirty (30) calendar days from the first meeting with the mediator and if no agreement is reached in that time frame, the impasse procedures of this contract shall be deemed to have been completed. It is agreed that this impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code. The Association maintains its right to strike provided the provisions of the Agreement subject to negotiation have expired and the Association has given the Board notice to strike required by Chapter 4117 of the Ohio Revised Code.
- 2.10 AGREEMENT
- A. When agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification

and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the Association President. Upon receipt of notification that the Association has ratified the contract, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

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

### **ARTICLE 3** **ASSOCIATION RIGHTS**

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

- 3.01 The Association shall be provided all agendas, minutes, and other public information made available to Board members no later than the time of public distribution.
- 3.02 Association materials may be posted on bulletin boards located in teacher work rooms and/or faculty lounges.
- 3.03 The Association may place organization materials in building mailboxes.
- 3.04 The Association may use office machines with the approval of the building principal.
- 3.05 The Association may use designated areas in school buildings at no charge for the purpose of Association meetings. Such use shall be confined to times of the day when school is not in session and shall be arranged with the building principal at least two (2) days in advance.
- 3.06 Names and addresses of newly employed professional staff shall be provided to the Association following Board approval of their contract.
- 3.07 The administration shall make available to all professional staff a directory listing the names, addresses, phone numbers and job assignments.
- 3.08 The President of the Association and/or a designee and/or the Consultant of the Association shall have the right to visit schools for the purpose of consulting with bargaining unit members. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or in his/her absence the acting building administrator, permission to make the visit. Such permission may be delayed if the visit at the time desired will interfere with normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the Building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.

- 3.09 The Board shall permit up to a maximum of three (3) Association leave days per officer of the Association per year for the purposes of continuation of a mutually satisfactory relationship between the Association, Board and Administration. Additional days may be approved by the Superintendent for Association business.
- 3.10 The Administration will provide a PDF electronic copy of this Agreement and any amendments to the Agreement requiring approval of the entire Association membership to the Association President.
- 3.11 Effective the next pay period after its receipt by the Treasurer of the District, a voluntarily signed written authorization from a member delivered to said Treasurer authorizing the deduction of a specific amount from the member's pay for membership dues in the Association shall be given effect until the member revokes the authorization by written notice to the Treasurer of the Association and Treasurer of the Board of Education or until the member's employment by the Board is terminated. The authorization form shall be agreed upon by the Association and the Treasurer of the District. Any money so deducted shall be remitted once each month to the Association with a listing of the members for whom deductions were made and the amount remitted for each such member.

#### **ARTICLE 4** **GRIEVANCE PROCEDURE**

4.01 **DEFINITIONS**

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

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

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

A. **Step 1**

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

B. Step 2

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

C. Step 3

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

D. Step 4

Should the Step 3 decision not satisfactorily resolve the grievance, then the Association may submit the grievance to arbitration by delivering such a request in writing to the Treasurer of the Board within ten (10) days of the date the Step 3 answer was issued. The arbitrator shall be appointed by the parties from the following list on a rotating basis.

Robert G. Stein  
Michael Paolucci  
John J. Murphy  
Mitchell Goldberg

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

precise issue(s) jointly submitted by the Association and the Board. Following the close of such hearing, the arbitrator shall issue in writing to the Association and the Board his/her binding decision on the grievance.

- 4.03 The time limits set forth in this Article may be extended at any step by the mutual written agreement of the representative of the respective parties involved in such a step. Any grievance not presented within the time limits established herein above shall be barred as untimely and thereafter such grievance may not be presented or processed further for consideration under this Agreement or otherwise.
- 4.04 The Association may designate up to seven (7) Grievance Representatives for each school building in the district for the purpose of handling any grievance arising in that school building. The Association shall provide the Board with such lists of Grievance Representatives.

#### **ARTICLE 5** **WORKING CONDITIONS**

- 5.01 Duplicating/copy machines and computers/printers shall be available for use by the teaching staff at each building. A telephone extension shall be available in each faculty lounge.
- 5.02 Teachers in grades K-6 shall have two hundred twenty-five (225) minutes planning time each week in addition to their thirty (30) minute duty free lunch period. Full-time teachers in grades 7 to 12 shall have a planning period equal to one (1) class period in length. A minimum of one hundred fifty (150) minutes of this planning time shall be scheduled within the conference/planning period per school day in addition to one (1) thirty (30) minute duty-free lunch period. The administration in each building shall make a good faith effort to provide each teacher with continuous planning time that is not less than thirty (30) minutes per student day. It is acknowledged and agreed that during weeks/days when school is closed due to a calamity day, or on those days when school is on a delayed start/early release, that the teachers may not receive the plan time set forth in this provision. Administrators will make reasonable efforts to insure that the same teachers are not impacted by the loss of planning time.
- 5.03 The workday shall be seven and one-half (7-1/2) hours. Specific check-in and check-out times may vary from building to building and within each building. Days without students such as waiver days and inservice days shall be scheduled from 8:00 a.m. to 3:30 p.m.

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

5.05 CLASS SIZE

- A. District level goals for class size at the elementary, junior high and high school will be outlined annually by a District Class Size Committee comprised of the Director of Human Resources, Director of Elementary/Secondary Curriculum and Instruction, and a representative from each building chosen by the building administrator in consultation with the MEA representative. The Director of Human Resources shall be the chairperson of the committee. Goals will be set in consideration of, but not limited to, the following factors: resources available within schools and classrooms including computers and lab space; differentiating levels of students; attempting to balance students with specialized instructional needs among available teachers and courses; and the annual budget for the Board of Education. The District will make reasonable efforts to achieve the stated goals. The goals shall be in writing and shared with the Association co-presidents on an annual basis.
- B. Individual Building committees will be created to work with the principal in each building to make reasonable efforts to achieve the goals set by the District Class Size Committee. Committee members shall be selected by the building principal in consultation with the MEA building representative. All committees shall meet and complete their work prior to the completion of the final class schedule. Any bargaining unit member who feels that his or her classes are disproportionate in size or composition may request a review by completing the forms contained within the contract and submitting forms for review to the Individual Building Committee. (Forms are H-1 and H-2 attached)
- C. If the District Class Size Committee or the Individual Building Committees meet during the regular work day, teacher serving on the committee shall be given release time to attend the meetings. If the meetings are held outside the regular work day, the teacher will be paid twenty-three dollars (\$23.00) per hour. The teachers shall submit a time sheet to the Treasurer denoting the time spent in the committee meeting.
- D. Whether the committee is formed and meets shall be subject to the grievance procedure; however, none of the remaining terms of this provision shall be subject to the terms of the grievance procedure.

5.06 CREDIT FLEXIBILITY

Teachers assigned work under the credit flexibility policy of the Board outside the regular contractual work day shall receive compensation of twenty-three dollars (\$23.00) per hour for all meetings or site visits beyond the teacher work day.

**ARTICLE 6**  
**CERTIFIED STAFF EVALUATION PROCEDURES**

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

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

6.03 There are two different cycles: Performance Review Cycle and the Professional Review Cycle. The timelines which guide the evaluation process of these two cycles for Milford bargaining unit members are as follows:

A. PERFORMANCE REVIEW CYCLE

1. Persons To Be Evaluated For Performance Review Cycle

- a. Teachers whose contracts will expire at the end of the current school year.
- b. Continuing contract bargaining unit members will be evaluated at least once every five (5) years or sooner, if the principal determines the need or if a staff member requests an evaluation.

2. Timeline For Persons To Be Evaluated

- a. Opening In-Service Day – Review the forms and evaluation procedure with all bargaining unit members.
- b. Prior to January 15 – FIRST CYCLE – A minimum of one (1) formative evaluation, which shall be composed of two (2) pre-conference meetings, at least two (2) thirty (30) minute job performance observations; and two (2) post-conferences, which shall be conducted prior to January 15. The cycle of pre-conference meeting, observation, post-conference meeting must occur within five (5) working days.

- c. By January 25 – FIRST CYCLE – A conference will be held to review the formal evaluation written report (Milford Evaluation Document) which shall be given to the bargaining unit member unless the deadline for doing so is extended by the absence of the member.
  - d. Starting with the second year a teacher is in the district, a principal may choose not to complete the SECOND CYCLE evaluation, unless the teacher has requested to be considered for a continuing contract.
  - e. Between First Evaluation and April 1 – SECOND CYCLE – A minimum of one (1) formative evaluation, which shall be composed of two (2) pre-conference meetings, at least two (2) thirty (30) minute job performance observations, and two (2) post-conferences which shall be conducted prior to April 1. The cycle of pre-conference meeting, observation, post-conference meeting must occur within five (5) working days.
  - f. By April 10 – A written report (Milford Evaluation Document) of the evaluation shall be given to the bargaining unit member unless the deadline for doing so is extended by the absence of the bargaining unit member. The administrator will make a contract recommendation that will be submitted to the Superintendent.
  - g. By April 30 – Notice to the bargaining unit member of the Board's intention regarding contract status must be received by April 30.
  - h. Timeline on Continuing Contracts – Continuing contract bargaining unit member shall have a minimum of one (1) formative evaluation; which shall be composed of two (2) pre-conference meetings, at least two (2) thirty (30) minute job performance observations, and two (2) post-job performance observations, and two (2) post-conferences. The cycle of pre-conference meeting, observation, post-conference meeting must occur within five (5) working days. This evaluation cycle shall be completed by April 1. A written report (Milford Evaluation Document) of the evaluation shall be given to the bargaining unit member no later than April 10 unless the deadline for doing so is extended by the absence of the bargaining unit member.
3. The Milford Evaluation Document must include specific recommendations regarding any improvements needed and specific recommendations regarding the means by which the bargaining unit member will obtain assistance in making such improvements.

B. PROFESSIONAL REVIEW CYCLE

1. Persons To Be Evaluated For Professional Review Cycle

- a. Bargaining unit members who are not on the Performance Review

b. Timeline For Persons To Be Evaluated

1. Opening In-Service Day – Review the forms and evaluation procedure with all bargaining unit members.
2. Prior to September 30 – The administrator and the bargaining unit member will meet, collaborate, and reach mutual agreement on a plan for professional development. The plan must reflect goals from the Milford Rubric Sheet.
3. Prior to October 10 – The bargaining unit member and the administrator will complete and sign Part I of the Bargaining Unit Member Plan form.
4. Between April 30 and May 30 – The bargaining unit member will complete and submit to the administrator Part II of the Bargaining Unit Member Plan.

- 6.04 A. In the event the Board or the Association wishes to change the evaluation instrument or observation form, a committee shall be formed consisting of an equal number of persons appointed by the Association and the Board. The committee shall have ninety (90) days to reach an agreement on changes in the forms.
- B. If an agreement cannot be reached within the ninety (90) day period and either party wishes to make a change, bargaining shall be in accordance with Article 2 of the contract.

6.05 Bargaining unit member evaluation packet is attached as Exhibits F1-4.

6.06 EVALUATION OF AN EMPLOYEE ON LEAVE

- A. If a bargaining unit member up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the bargaining unit member returns to work during the remainder of the school year.
- B. If the bargaining unit member does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the member utilizing the observations/evaluations which were completed prior to the teacher's absence, evaluations/observations from prior years if available, and other performance related information and/or material.
- C. Members who are on leave of absence shall not be non-renewed solely due to taking leave of absence.

- 6.07 It is agreed that these evaluation procedures shall supersede and replace the evaluation procedures contained in 3319.111 of the Ohio Revised Code.

**ARTICLE 7**  
**PERSONNEL RECORDS**

- 7.01
- A. A personnel file of each bargaining unit member shall be maintained in the office of the Assistant Superintendent of Human Resources.
  - B. This file shall be considered a confidential file and the only official file of recorded information about a professional staff member that is maintained by the Board.
  - C. If a member wishes to review his/her file, he/she shall make a request to the Assistant Superintendent of Human Resources.
  - D. The member, as well as any public person, must review the file in the presence of the Assistant Superintendent of Human Resources or his/her designee during regular office hours at the offices of Staff and Pupil Services.

7.02 **ACCESS TO FILE**

- A. Members shall have access to their individual personnel files in the presence of a designated central office employee. Such access may occur at any time during the workday, providing it does not interfere with the member's assigned duties or after the workday. A request for access to a member's file shall be granted within one (1) workday.
  - B. Members of the administration authorized to place information into the personnel files of members shall be limited to the Superintendent, other central office administrative personnel appropriate related to the supervision of that member, school board members, building principal(s), and confidential secretaries.
  - C. Any member of the public who views the file shall be asked to sign and date an access sheet which shall be included in the front of the file. The refusal to sign shall not prohibit the viewing of the file.
  - D. The bargaining unit member shall be informed whenever someone from the public has requested to see the file belonging to that member.
- 7.03
- A. All material placed in the personnel file of the member shall include a dated stamp of the date the item was placed in the file.
  - B. A copy of the included item shall be forwarded to the Employee.
  - C. A bargaining unit member shall have the opportunity to reply to critical material in a written statement to be attached to the filed copy.

- D. Periodically materials in a bargaining unit member's file may be reviewed as to the accuracy, relevance, timeliness, or completeness of such material.
  - E. If it is found to lack in any of the aforementioned, it may be removed from the bargaining unit member's file upon mutual agreement of the bargaining unit member and the Administrator making the entry or the Superintendent.
- 7.04 The bargaining unit member may submit letters of merit which shall be placed in his/her personnel file.
- 7.05 Pre-employment letters of recommendation may be maintained in separate file for a period not to exceed six (6) months from the date of employment.
- 7.06 A member will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of a reasonable copying charge.
- 7.07 Any materials may be removed from the member's file in compliance with Ohio Revised Code 1347.

**ARTICLE 8**  
**TEACHER ADMINISTRATIVE LIAISON**

- 8.01 At the request of the MEA Building Representative, the Building Principal shall schedule a meeting once a month with a maximum of five (5) members in an elementary school or middle school and up to a maximum of six (6) members at the junior high and twelve (12) members at the high school who are in his/her building and who volunteered for the purpose of receiving and discussing with such members all suggestions each such member may have for ways, methods or ideas to increase the effectiveness of members in educating the students in the District and for achieving excellence in education. If too many members volunteer, then the member who is selected co-chair will decide which of the volunteers are to attend each meeting on a rotation basis so that all participate in approximately the same number of meetings each school year. All those members who volunteer and/or are selected to participate shall select one of their group to act as the member-selected Co-chair. The other Co-chair shall be the Building Principal. The meeting shall be scheduled by the co-chairpersons at a time prior to or immediately after the classroom teaching hours in that building. The member-selected Co-chair shall have an agenda for each meeting distributed to each member and the Principal.
- 8.02 **LABOR MANAGEMENT COMMITTEE**
- A. In an effort to further good working relationships between the parties, a labor management committee shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations. The committee shall consist of the Superintendent and the Association President(s).

- B. Other parties may be invited to attend as needed when mutually agreed to by the Superintendent and the Association President(s).
- C. Meetings shall be held once a month.
- D. While it is the intent that the labor management committee is to work to solve mutual problems it is recognized that there is no obligation on the part of the parties to reach agreement on a topic. No agreement can change any item in the contract but may be used to clarify or produce guidelines for implementation.

**ARTICLE 9**  
**VACANCY POSTING AND FILLING**

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

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

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

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

9.03 **VACANCY POSTING RELATING TO THE FOLLOWING SCHOOL YEAR**

- A. No later than May 1 of each school year, the Superintendent and Assistant Superintendent of Human Resources shall electronically notify each bargaining unit member by District email a list of then known teaching vacancies which he/she has determined exist for the following school year. Any member who desires to be considered for any such vacancy shall submit his/her request by electronic mail to the Superintendent and Director of Human Resources within the time limit specified on the posted list.
- B. If after May 1 and before the end of the school year the Superintendent and Director of Human Resources should become aware of additional teaching vacancies which he/she has determined will exist for the following school year, he/she shall promptly notify each bargaining unit member by District electronic mail. Any member who desires to be considered for any such vacancy shall submit his/her request by electronic mail to the Superintendent and Director of Human Resources within the time set forth in such posting.

- C. If after the end of the school year and before the start of the next school year, the Superintendent becomes aware of other teaching vacancies which he/she has determined will exist for the following school year, he/she shall promptly electronically notify each bargaining unit member by District email. If a member had filed with the Superintendent before the end of the school year a written statement of interest with respect to a particular position and a vacancy in such teaching position was first determined to exist during the summer months before the start of the next school year, then the Superintendent shall promptly cause a copy of said vacancy posting to be mailed to that member's home address. The Superintendent and Director of Human Resources may make reasonable efforts to reach said member by a local telephone call to inform that member of said vacancy. Any member who desires to be considered for any such vacancy shall submit his/her application in writing to the Superintendent and Director of Human Resources within the time limit specified in the notice.

9.04 CONTENT OF POSTING AND DURATION

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

9.05 FILLING OF VACANCY

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

9.06 INFORMATION CONCERNING VACANCY APPLICATIONS

- A. If an member's written request for consideration for a vacancy did not result in the member getting the vacancy, then, upon that member's request, he/she will receive in writing an explanation of the reason(s) therefore from the Superintendent or the Superintendent's designee.
- B. If an member does not receive the position requested in his/her application for voluntary transfer, then said application shall be considered withdrawn.

9.07 SUMMER SCHOOL VACANCIES

When the Superintendent determines that there are Summer School positions which are likely to be needed, the Superintendent shall electronically notify each bargaining unit member by District email. The electronic posting shall not to exceed ten (10)

consecutive days as is feasible a notice describing each such likely needed position. Such positions shall thereafter be filled in the same manner as they have been filled in the past.

**ARTICLE 10**  
**INVOLUNTARY TRANSFER**

- 10.01 Before the Superintendent determines that it is necessary to involuntarily transfer a member from one teaching position to another, the teaching position that needs to be filled will have first been posted under the "Vacancy Posting and Filling" Article and not been filled by that process. Whenever, thereafter, the Superintendent determines that it is necessary to involuntarily transfer a member from one teaching position to another, the Superintendent will make the determination as to which member will be involuntarily transferred based on the Superintendent's assessment of the overall educational needs of the District. In making his/her determination on this basis, the Superintendent will consider, among others, such factors as the seniority, teaching experience, educational training, certification, and teaching evaluations; and if the Superintendent determines that none of these factors, other than seniority, causes him/her to conclude that one member from among all those considered for such involuntary transfer better meets the overall educational needs of the District, then the Superintendent will give preference to the seniority factor by selecting the least senior member among those considered as the one to be involuntarily transferred.
- 10.02 If a member is so involuntarily transferred, then upon that member's request, he/she will receive in writing from the Superintendent an explanation of the reason(s) for such member's involuntary transfer.
- 10.03 **TRANSFERS DUE TO REDUCTION IN ENROLLMENT**
- A. When personnel must be transferred as a result of a reduction in enrollment at the particular grade level or class, the Superintendent shall publish a list of the necessary reductions by position, grade level, and building. This will be posted on the bulletin board of the school(s) concerned and available to all members therein.
- B. Every attempt will be made to encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the members of the department(s) or grade level(s) affected by the enrollment shall be transferred on the basis of district seniority and member evaluations. If the evaluation of members who could be affected are comparable, then the member with the shortest service in the school system shall be transferred first.
- C. Except in unusual and/or emergency circumstances, the member(s) to be transferred involuntarily shall be informed in a conference with the principal on or before May 15 of each year.

- D. The member(s) to be transferred may schedule a conference concerning the transfer with the Superintendent.
- E. During said period of a right of restoration provided for in above, each such member may maintain the group insurance programs he/she is eligible for under Article 23 - Insurance provided said member pays the full cost of such insurance programs to the Board in advance of each month involved.

## **ARTICLE 11**

### **REDUCTION IN FORCE**

- 11.01 When the Board believes it necessary, it may reduce the number of bargaining unit member positions because of a decline in student enrollment, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, financial reasons and because of changes in the curriculum and course offerings.
- 11.02 If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made as follows:
  - A. Suspension of contracts shall be on the last employed-first to be suspended by teaching certification basis.
  - B. If the suspension of contract is necessary for any tenured member, this shall be on the last employed-first to be suspended by teaching certification basis.
  - C. Displacement rights shall be exercised by all members within their respective contract status (continuing contract - tenured or limited contract) with no non-tenured member exercising displacement over tenured teachers. Displacement shall be limited to areas of the member's certification.
  - D. If a member has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that member shall be placed with the appropriate contract status group and according to seniority and provisional or higher certification areas shall have displacement rights.
- 11.03 Seniority shall be defined as continuous employment of a member beginning with the date of hire by the Board. Continuous employment shall include all time on sick leave, all time on Board approved leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the member is reinstated. Seniority shall be lost when a member resigns or retires. If two or more employees have the same seniority date, then the tie shall be resolved by date of hire (Board approved date), with the employee having the earliest date being deemed the more senior. If the employees have the same date of hire, then the employee with the highest last four (4) digits of their social security number shall be deemed the more senior employee.

- 11.04 Members whose contracts have been suspended shall have rights to recall as follows:
- A. First recall shall be of tenured members in order of seniority with the member's preferred areas of certification first, then by other areas of certification.
  - B. If vacancies cannot be filled by tenured members, then non-tenured members by seniority shall be eligible first in the preferred area of certification, then by other areas of certification.
  - C. The recall list shall be maintained for a period of two (2) years. Thereafter, no member on layoff shall retain his/her right to recall.
- 11.05 When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association and the members affected by the reduction at least forty-five (45) days prior to Board action to reduce staff.
- A. The Association and the Superintendent shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.
  - B. A list shall be prepared and kept updated ranking all tenured members in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured members in the district by seniority, giving areas of certification, and present teaching and building assignment. Each teacher whose contract is to be suspended and the Association shall receive copies of this list.
- 11.06 The employment of bargaining unit members specifically assigned to parochial/private schools which are paid from "pass through" funds received by the Board for that purpose from the State Department of Education shall be subject to the needs and preferences of the administration of the parochial/private school to which they are assigned. In the event the Board is advised in writing by the administration of the parochial/private school that the services of the member assigned to that parochial/private school are no longer needed the contract of such member shall be suspended and he/she shall be placed on a recall list. Members whose contracts are suspended under the provisions of this Section shall have all rights under this Article. If a bargaining unit member employed in an auxiliary position has his/her position completely eliminated due to financial reasons, he/she shall be placed on the recall list and shall be recalled in accordance with those provisions.

**ARTICLE 12**  
**TERMINATION AND NONRENEWAL OF TEACHING CONTRACTS**

- 12.01 The termination of a continuing contract or a limited teaching contract during its term shall be pursuant to 3319.16 and 3319.161 of the Ohio Revised Code.
- 12.02 A member whose limited contract has been nonrenewed shall have the right to the hearing process and appeal procedures set forth in 3319.11 Ohio Revised Code except that the review on appeal shall be whether the Board followed the evaluation timelines of Article 6 of this Agreement and not 3319.111 of the Ohio Revised Code. This provision does not apply to supplemental contracts.
- 12.03 **CONTINUING CONTRACT ELIGIBILITY**
- A. Any bargaining unit member employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the member is eligible for a continuing contract no later than November 15 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract. A member may withdraw, in writing, his/her request for a continuing contract at any time prior to Board action.
  - B. Failure to notify the Superintendent by applicable deadline shall be a waiver of the member's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the member is re-employed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract, unless the provisions of paragraph B of this Section apply, in which case the member will be given a two (2) year limited contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.
  - C. If a member reaches eligibility during the term of a multi-year limited contract, the member may still notify the Board of his/her eligibility and the Board may grant the member a continuing contract.
  - D. Upon being notified by the member of his/her eligibility, the Board may grant the member a continuing contract.
  - E. Upon being notified by the member of his/her eligibility, the Board shall evaluate the member in accordance with Article 6.
  - F. A member becomes eligible upon satisfaction of one of the following:

1. Member has been employed by the Board for a period of two (2) years and the member has previously attained continuing contract status in another Ohio public school district.
2. Member has been employed in the school district three (3) of the last five (5) years and has a professional certificate.
3. Member has been employed in the school district three (3) of the last five (5) years and has a professional license, and
  - a. If the member held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
  - b. If the member did not hold a master's degree at the time of the issuance of the initial license, the member has completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
4. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article 6, if the Board believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.
5. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

12.04 SEQUENCE OF LIMITED CONTRACTS

- A. The length of the limited contract to be offered to members will be as follows:
  - First contract - one year
  - Second contract - one year
  - Third contract and each contract thereafter - two years
- B. A member may request a one year contract in lieu of a two year limited contract.

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

**ARTICLE 13**  
**MAXIMUM ACCUMULATION OF SICK LEAVE**

- 13.01 The maximum number of unused sick leave days any member is permitted to accumulate shall be two hundred sixty (260) days. Severance shall be based on two hundred thirty (230) days accumulation.
- 13.02 In addition to the reasons for which sick leave may be used as set forth in 3319.141 of the Ohio Revised Code, and Board policy, up to eight (8) weeks of sick leave may be used when a member of the bargaining unit adopts a child.

**ARTICLE 14**  
**PERSONAL LEAVE**

- 14.01 A maximum of three (3) unrestricted days absence with pay may be granted by the Superintendent in any school year, and shall not be charged against the member's accumulated sick days of leave. A request for approval for such leave with pay shall be made on the appropriate form and forwarded directly to the Superintendent at least five (5) days prior to the intended absence. (Except where the circumstance causing such absence first occurred at a time when five [5] days notice was not possible.) In these circumstances immediate notice shall be given to the member's immediate supervisor and said written request form shall be submitted promptly thereafter to the Superintendent. In the case of absence from duty for any court proceeding or administrative hearing in which the Employee is a party, no salary shall be paid the member for the period of absence beyond the three (3) day personal leave allowance.
- 14.02 No more than ten percent (10%) of the bargaining unit members in a building containing fifty (50) or more bargaining unit members shall be on personal leave on any one day and no more than twenty percent (20%) of the bargaining unit members in a building with less than fifty (50) members shall be on personal leave on any one day.
- 14.03 Personal leave requested on an inservice day(s) or waiver day(s) shall be approved only in cases of emergency or other unique circumstances (e.g. child's graduation, wedding).

**ARTICLE 15**  
**JURY DUTY**

The Board will pay a full-time member his/her regular compensation during the time the bargaining unit member serves on jury duty.

**ARTICLE 16**  
**FAMILY LEAVE (CHILD CARE LEAVE)**

16.01 A bargaining unit member who has been employed by the Board for at least one (1) year, shall be granted a leave of absence without pay or fringe benefits for a maximum of one (1) calendar year, to care for a newborn child or an adopted child. In the event both the parents are employed by the Board, one parent may be granted a one (1) year leave and the second parent may be granted a subsequent one (1) year leave.

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

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

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

16.03 The member shall submit a written request for a child care leave not later than forty-five (45) calendar days prior to the requested beginning date of the leave. Such written request shall state the starting date, the length of the leave and the anticipated return to work date. If adoption, the member shall submit the written request immediately upon notice of the actual date of receiving the child when this date is less than the forty-five (45) day regulation. If extenuating circumstances (miscarriages, health of baby after birth, etc.) arise, a request not to take the requested leave or to take a leave that was not planned for will be considered regardless of the advance forty-five (45) day notification regulation. The member is responsible for notifying the Superintendent in writing of the member's intention to return from leave in accordance with established procedure. The Board will have discharged its responsibility herein by offering the returning Employee a position within his/her areas of certification (original or comparable position).

- 16.04 Child care leave following the birth of a child would normally start eight (8) weeks after the birth of the infant unless the Employee's need of sick leave extends beyond eight (8) weeks after the birth of the child. In such a case the child care leave shall begin at the conclusion of the member's use of accumulated sick leave. The child care leave will begin at a time mutually agreeable with the Superintendent or his/her designee and the Employee.
- 16.05 An member who is on an approved child care leave will qualify for Board payment of the group insurance programs set forth in Article 24 (Insurance) and the accumulation of sick leave days for the non-school period of the summer months of June, July, and August if such member meets all three (3) of the following conditions:
- A. The member delivers to the Superintendent prior to May 30th a written statement of the member's intent to return to a teaching position in the District at the start of the next school year.
  - B. The member has taught full time for at least one (1) full semester in the current school year preceding said non-school period.
  - C. The member has kept the group insurance programs in full force and effect while on child care leave for any period prior to the end of the current school year preceding said non-school period.

**ARTICLE 17**  
**FAMILY AND MEDICAL LEAVE**

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

**ARTICLE 18**  
**TEACHER PROTECTION AND STUDENT DISCIPLINE**

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

- 18.02 A bargaining unit member, in order to be effective, must handle most of his/her discipline problems. Whenever in the judgment of the bargaining unit member, a particular pupil's behavior is sufficiently disruptive that the learning situation is seriously hindered, and the bargaining unit member has made reasonable efforts to solve the problem, the administrator shall assist the bargaining unit member with the problem. Every reasonable effort will be made to communicate with the member prior to the resolution of a major discipline problem. Should the administrator or teacher desire, a conference may be scheduled concerning the disruptive student.
- 18.03 Sections 18.01 and 18.02 shall not be subject to the grievance procedure but can be referred to the Labor Management Committee.
- 18.04 COMPLAINTS AGAINST MEMBERS
- A. Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between bargaining unit member, pupil, parent, principal, and other appropriate staff personnel should be pursued before using the formal procedures outlined below.
  - B. The person receiving the complaint should refer the complainant to the member affected who shall meet with the complainant to attempt to resolve the complaint. If the complainant refuses to meet with the member the complainant shall be referred to the building principal who will attempt to resolve the complaint by meeting with the member and the parent separately if necessary. If a conference takes place between the complaining party and the member but such conference does not lead to understanding and resolution of concerns involved, a parent may pursue further action by submitting a complaint in writing to the principal of the school.
  - C. The principal will give a copy of the written complaint to the bargaining unit member.
  - D. If a parent refuses to put a complaint in writing then the matter will be considered closed unless the administration believes the matter should be investigated further.
  - E. Should the parent bypass either of the above steps the principal will redirect the parent to begin with the appropriate step.
  - F. Upon receipt of the written complaint the principal will investigate the allegations and determine what action, if any, should be taken based upon the allegations in the complaint. Unsubstantiated complaints shall not be placed in the member personnel file and may be maintained in the principal's anecdotal file maintained in accordance with Ohio Revised Code Chapter 1347.
  - G. Further action concerning the complaint will be limited to the following procedures:

1. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.
2. If the complaint is unresolved it may be appealed to the appropriate supervisor or the Assistant Superintendent for Human Resources.
3. a. If it is not resolved at that level it may be appealed to the Superintendent and the member may be accompanied by a bargaining unit representative of his/her choosing.
- b. Conferences regarding such complaints will be private.

18.05 MISCELLANEOUS

- A. For the protection of both pupils and bargaining unit members, there will be an administrator present during the normal school day when the school building is open. In the absence of administrative staff from the building, another bargaining unit member will be designated to act as the Principal's representative.
- B. A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being formally reprimanded, warned, or disciplined for any major infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- C. No bargaining unit member will be disciplined, reprimanded, or reduced in rank in an arbitrary or capricious manner by the Board or any of its agents. Formal discipline, reprimand, or reduction in rank, including irregular applications of the evaluation procedure, will be subject to the grievance procedure as set forth in this Agreement. All information forming the basis for any disciplinary action against any bargaining unit member will be made available to the bargaining unit member and the Association.

**ARTICLE 19**  
**ASSAULT LEAVE**

- 19.01 The Board shall grant a member up to a maximum of eight (8) paid days annually, on a non-cumulative basis, for absence necessarily lost due to physical disability resulting from a physical assault on the member which occurs in the course of and arising out of said member's employment by the Board. The Board shall have the sole authority to determine whether the physical disability resulted from a physical assault in the course of and arising out of the member's employment by the Board. A teacher who has been

verbally confronted by a student or parent shall inform the building administration as to whether he/she wants to leave school for the remainder of the work day. Such leave shall not be charged to the teacher as sick leave or personal leave.

- 19.02 Any assault leave granted by the Board under this Article shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

## **ARTICLE 20** **SABBATICAL LEAVE**

- 20.01 A member who has completed five (5) years of service as a teacher in the Milford School system, may, upon the recommendation of the Superintendent and approval of the Board, be granted a leave of absence without pay or at the option of the Board with part-pay as provided in 3319.131 Ohio Revised Code for one (1) or two (2) semesters subject to the following restrictions:
- A. A member requesting sabbatical leave must make written application to the Superintendent of Schools and the Board no later than April 30 for the school year prior to the effective date of the leave of absence.
  - B. The member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed and college credit received where applicable.
  - C. The Board of Education may not grant leaves to more than five percent (5%) of the professional staff at any one (1) time nor grant a leave longer than one (1) school year nor grant a leave to a member more often than once for each five (5) years of service nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave.
  - D. The member may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the member has completed twenty-five (25) years of teaching in this state.
  - E. A member on sabbatical leave shall not be given credit on the salary schedule for the period of the leave.
  - F. The Board shall continue to carry on payroll records, members who are on leave pursuant to this provision for the purpose of group term life, hospitalization, or major medical insurance, and dental insurance.
- 20.02 The member on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance premiums through the leave term. Payment to the Treasurer shall be made thirty (30) days in advance of the premium due date.

**ARTICLE 21**  
**MILITARY LEAVE**

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

**ARTICLE 22**  
**SALARY AND PAY PERIODS**

- 22.01      A.    The teacher salary schedule for the 2010-2013 school years are attached as Exhibits A-1, A-2 and A-3, the psychologist salary schedule is attached as Exhibit B-1, B-2 and B-3. The supplemental salary schedules for the 2010-2013 school years are attached as Exhibit C-1, C-2 and C-3.
- B.    The base salary for the 2010-2011 school year shall be increased by two percent (2%) indexed throughout the salary schedule.
- C.    The base salary for the 2011-2012 school year shall be increased by one percent (1%) indexed throughout the salary schedule.
- D.    The base salary for the 2012-2013 school year shall be increased by one percent (1%) indexed throughout the salary schedule.
- 22.02      A.    Additional compensation beyond the salary schedules will be paid to each bargaining unit member who is requested by the Board to perform and does perform special services which require the assumption of extraordinary responsibilities, as determined by the Superintendent, beyond those covered by the salary schedules. Each such member, as designated by the Superintendent and approved by the Board, shall enter into a supplemental contract setting forth the supplemental compensation and the extraordinary responsibilities involved. The creation and/or elimination of each such supplemental contract shall be at the sole discretion of the Superintendent. The amount of the supplemental compensation for such currently existing extraordinary responsibilities are set forth on Exhibit C attached hereto.
- B.    The Association will appoint one (1) member to serve on the Milford Schools Athletic and Activities Advisory Committee formed by Board policy. The Association appointed member will have full voting rights.
- C.    The Athletic and Activities Advisory Committee will establish a subcommittee to review and evaluate extracurricular/supplemental contracts. The Association representative shall be a voting member of the Extracurricular/Supplemental Contract Review Committee.

D. SUPPLEMENTAL CONTRACT REVIEW COMMITTEE

1. A committee shall be created to review supplemental contracts. Membership on the review committee shall include three (3) representatives from the MEA and three (3) administrative representatives. The committee shall be co-chaired by the Superintendent or designee and a MEA member selected by the MEA Executive Committee. There shall be both elementary and secondary representation on the committee, as well as both athletic and non-athletic representation. The committee shall meet by the last week of each quarter to review supplemental contracts for revision or re-evaluation. If no applications have been submitted, no meeting needs to be held.
2. All applications and decisions regarding the application shall be submitted to the MEA Executive Committee prior to action.
  - a. If there is a change in job description by the administration in any calendar year, the person who holds the position may submit an application for review. Such request must occur within thirty (30) days after the effective date of the change.
  - b. The review and re-evaluation process must consider the position in relation to like positions as well as in relation to all positions on the schedule.
  - c. All requests are to be filed by completing and submitting the Extracurricular Re-evaluation Request form (Exhibit D) prior to the established deadline.
  - d. The Supplemental Review Committee will evaluate the request and forward recommendations to the Superintendent for review. Copies shall be provided to the Association President(s).
  - e. Prior to any changes being initiated by the Association the proposed changes will be shared with the MEA Executive Committee.
  - f. The Superintendent will forward recommendations to the Board of Education for their decision in accordance with Board established procedures.

E. SUPPLEMENTAL SALARY

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

- 22.03 The Board will provide an hourly stipend for special services of a full-time bargaining unit member where the Board and/or the Superintendent expressly request that a member handle the assignment of another absent member during the planning period of said full-time member. The hourly rate paid for providing this additional duty shall be eighteen dollars and fifty cents (\$18.50) per hour.
- 22.04 In addition, if a member is asked to conduct presentations for other staff members within the District, an honorarium shall be paid to the member making the presentation in an amount agreed to by the presenter and the Assistant Superintendent of Curriculum & Instruction.
- 22.05 Each member shall receive his/her annual salary in twenty-four (24) equal payments to be made on or before the 15<sup>th</sup> and the last day of each month. All paychecks shall be directly deposited to the financial institution of the employee's choice.

**ARTICLE 23**  
**PAYROLL DEDUCTIONS**

- 23.01 Upon written request submitted to the Treasurer by the end of the third day of the regular school year, the Treasurer shall make optional payroll deductions for the following:
- A. United Appeal;
  - B. Valley Council Credit Union or a substitute for it as designated by the Association;
  - C. Employer health insurance plan;
  - D. Up to three (3) cancer insurance carriers for the bargaining unit as a whole;
  - E. Up to twenty (20) annuity companies for the bargaining unit as a whole with the right of the Association to change the identity of the annuity companies for which deductions are to be made prior to the start of the school year as long as the total number does not exceed twenty (20);
  - F. One (1) disability insurance carrier for the bargaining unit as a whole;
  - G. One (1) life insurance company for the bargaining unit as a whole.
- 23.02 Persons who do not submit a written request as provided herein will automatically have the same optional deductions from their pay as they received during the preceding school year.

**ARTICLE 24**  
**INSURANCE PROGRAMS**

- 24.01 A. There shall be created the Milford Insurance Committee which will be comprised of nine (9) members: three (3) members from the Milford Education Association, three (3) members from the Milford Classified Employees Association, and three (3) members appointed by the Superintendent. The Committee shall meet with the insurance consultants engaged by the Board of Education to review all aspects of the health insurance provided or to be provided by the Board, in accordance with this Section, including but not limited to, insurance carrier, plan options, platform options and costs of premiums. The Committee shall make a recommendation to the Association and Board negotiating teams for a health insurance plan to be provided for bargaining unit members for each school year. The recommendation shall take into account current plan contents, deductible levels, co-pays, etc. The Committee shall make its recommendation not later than March 15<sup>th</sup> of each year.
- B. Except as provided herein, for the 2010-2011 school year, the Board will agree to pay eighty-seven percent (87%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2010-2011 school year has increased by more than nine percent (9%), then the aforementioned percentage would be applied to the monthly premium cost up to the nine percent (9%) increase and cost in excess of the nine percent (9%) shall be split equally between the Board and the individual employee; e.g., if a family plan costs \$1,000/month, and the monthly cost of the plan increases by ten percent (10%) (which equates to \$100), then the Board would pay eighty-seven percent (87%) of the sum of the original premium, eighty-seven percent (87%) of the first nine percent (9%) of the increase and one-half of the amount of the increase over nine percent (\$870 plus \$78.30 plus \$5.00).
- C. Except as provided herein, for the 2011-2012 school year, the Board will agree to pay eighty-five percent (85%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2011-2012 school year has increased by more than ten percent (10%), then the aforementioned percentage would be applied to the monthly premium cost up to the ten percent (10%) increase and the cost in excess of the ten percent (10%) shall be split equally between the Board and the individual employee; e.g., if a family plan costs \$1,000/month and the monthly cost of the plan increases by fifteen percent (15%) (which equates to \$150), then the Board would pay eighty-five percent (85%) of the sum of the original premium, eighty-five percent (85%) of the first ten percent (10%) of the increase and one-half of the amount of the increase over ten percent (\$850 plus \$85.00 plus \$25.00).

- D. Except as provided herein, for the 2012-2013 school year, the Board will agree to pay eighty-five percent (85%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2012-2013 school year has increased by more than ten percent (10%), then the aforementioned percentage would be applied to the monthly premium cost up to the ten percent (10%) increase and the cost in excess of the ten percent (10%) shall be split equally between the Board and the individual employee; e.g., if a family plan costs \$1,000/month and the monthly cost of the plan increases by fifteen percent (15%) (which equates to \$150), then the Board would pay eighty-five percent (85%) of the sum of the original premium, eighty-five percent (85%) of the first ten percent (10%) of the increase and one-half of the amount of the increase over ten percent (\$850 plus \$85.00 plus \$25.00).
- E. For the life of the contract, for all employees electing to participate through a single plan under the high deductible health plan, the Board shall contribute \$106 per month into the employee's health savings account. For all employees electing to participate through a family plan under the high deductible health plan, the Board shall contribute \$300 per month into the employee's health savings account. For all employees electing to participate through a single plan under the high deductible health plan, the Board shall contribute \$106 per month into the employee's health savings account. For all employees electing to participate through a family plan under the high deductible health plan, the Board shall contribute \$300 per month into the employee's health savings account. Notwithstanding the above, these contribution amounts may be reduced if a health insurance provider refuses to provide a quote to the Board of Education for a high deductible health plan due to the level of the contribution, or if the rates for the total insurance plan could be reduced by decreasing the contribution.
- F. The Board shall pay an amount equal to one hundred percent (100%) of the premium of the plan selected if both the husband and wife are employed by the Board and elect to take a family plan. Employees who are married to an employee who works part-time but the couple receives one hundred percent (100%) Board paid insurance will continue to do so. Those employees are grandfathered.
- 24.02 The Board will provide the current dental plan or equivalent for the life of the contract and pay ninety percent (90%) of the premium.
- 24.03 The Board will provide for each full-time member group term life insurance in the amount of fifty thousand dollars (\$50,000) effective at the earliest possible date it can be implemented with the cost of such coverage being paid by the Board. Each part-time member who works less than half time shall receive five thousand dollars (\$5,000) Board paid life insurance.

- 24.04 For an eligible member to start receiving the coverages set forth in Section 24.01, 24.02 and 24.03 above, the member must first complete the necessary application form(s) and provide all the information required by the Board and/or the insurance company.
- 24.05 The Board's payment of a monthly premium, to the extent stated in Section 24.01, 24.02 or 24.03 above, shall be for each month that said member is under contract to the Board and is actively performing his/her duties under such contract and/or is on paid sick leave or assault leave.
- 24.06 The Board may change the insurance carrier(s) for the insurance programs described in Section 24.01, 24.02 and 24.03 above, or any one of the them, to another carrier or to a self-insured basis provided that the benefit level and coverage of any such program shall remain essentially the same after the change in carrier as it was before the change in carrier. To the extent possible, the Board shall notify the Association of any such change thirty (30) days in advance of the effective date of the change in carrier.
- 24.07 A flexible spending account (Section 125B Plan) shall be offered to all bargaining unit members.
- 24.08 A. A bargaining unit member employed by the Board on a full time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 24 and shall receive a monthly rebate of three hundred dollars (\$300) if the member is covered by a family plan. The rebate shall be paid monthly with the first payroll check in the school year in which the member has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.
- B. If a husband and wife are both employed by the District they shall not be eligible for this insurance opt-out provision.
- 24.09 The parties agree that any insurance plan offered in accordance with this Article shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code, Chapter 3306-02.
- 24.10 INSURANCE FOR PART TIME EMPLOYEES
- Effective July 1, 2010, in order to be eligible for health insurance a bargaining unit member must be working at least four (4) hours per day. For those working more than four (4) hours but less than the contractual maximum, the Board of Education will pay the percentage of insurance equal to the amount of time the part time employee is hired for (i.e. 4/7ths teacher will have the Board paying sixty percent (60%) of the full time Board paid amount) and the employee will be responsible for the rest. Part time

employees who are currently receiving full time benefits or who are eligible to receive full time benefits but have chosen not to enroll are grandfathered so that this provision doesn't affect their benefit contribution by the Board.

**ARTICLE 25**  
**TUITION REIMBURSEMENT**

- 25.01 A member will be reimbursed annually on a pro-rata basis for course work completed for credit. A fund of an annual appropriation of eighty thousand dollars (\$80,000) will be established to reimburse members. The reimbursement shall be for tuition only. The course work shall have been completed prior to September 1st for the member to receive reimbursement for the work done in the academic year (September-August). A maximum of six (6) semester hours or nine (9) quarter hours per year will be eligible for reimbursement.
- 25.02 All course work claimed for reimbursement shall:
- A. Be scheduled at a time that shall not interfere with the normal duties of the member;
  - B. Have been requested on the proper form in advance of enrollment.
  - C. Be directly related to staff skills and knowledge reasonably required by the member to achieve the goals and objectives of the Milford Board of Education;
  - D. Be taken at an accredited institution;
  - E. Have been satisfactorily completed by the member.
- 25.03 In order to be eligible for reimbursement the member must be employed by the Board on the date that the reimbursement is made. This provision does not apply to bargaining unit members who are reduced as a part of a reduction in the work force.

**ARTICLE 26**  
**STRS PICK-UP**

The amounts set forth on the negotiated Salary Schedules and the amounts calculated by use of the figures shown on the Supplemental Compensation for Extraordinary Responsibilities and the amounts paid pursuant to Section 21.03 (Salary and Pay Periods) of this Agreement are all subject to a member contribution required by the State Teachers Retirement System. The Board agrees to "pick-up" the member required STRS contribution pursuant to Section 414(h)(2) of the Internal Revenue Code and pay such contribution to the STRS in lieu of the member paying such contribution. A member shall not be entitled to receive directly such "pick-up" payment by the Board. The payments otherwise due a member shall be considered reduced by the amount of

such Board "pick-up" even though the amount used for determining the member's contribution to the STRS shall be the gross amount(s) established by the provisions of the negotiated Salary Schedules before said "pick-up". Any individual contract or supplemental contract between a member and the Board required by the Ohio Revised Code shall reflect the reduction of the member's compensation as a result of the application of this mandatory "pick-up" provision. The Association and each member shall hold the Board harmless and shall indemnify the Board from any liability and/or expense which it might incur, should the Internal Revenue Service ever determine that this Board "pick-up" of the member's STRS contribution is not excludable from the member's gross income for federal income tax purposes.

**ARTICLE 27**  
**DEFERRED PAYROLL DEDUCTION PLAN**

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

**ARTICLE 28**  
**RETIREMENT SEVERANCE PAY**

- 28.01 A bargaining unit member who meets the following conditions as of his/her final date of employment by the Board shall be eligible for a one-time, lump sum payment for unused, but accumulated sick leave, and such payment shall eliminate all such accumulated sick leave credit:
- A. The member retires from teaching in the District, and
  - B. The member is eligible for and actually commences to receive a disability or service retirement benefit under any state or municipal retirement system in the State of Ohio.
  - C. Any such member must also certify in writing that he/she has met all of the eligibility requirements set forth above and must sign for his/her severance check.
- 28.02 The retirement severance pay benefit for an eligible member shall be calculated as follows:
- A. The number of days to be considered will be one-fourth ( $\frac{1}{4}$ ) of the member's unused but accumulated sick leave credits as of the final date of employment by the Board to a maximum of fifty-seven and one-half ( $57\frac{1}{2}$ ) days.

- B. The rate of pay for each such day will be the member's annual base rate of pay (i.e. from the salary schedule) as of the final date of employment by the Board, divided by the number of workdays in the school calendar.
  - C. The severance pay shall be the product of multiplying the number of days ascertained in (A) above times the daily rate ascertained in (B) above.
  - D. No retirement contributions to the STRS will be deducted from such severance pay, but all other applicable payroll taxes shall be deducted.
- 28.03 Payment pursuant to this provision shall be made within thirty (30) days of the Board Treasurer's receipt of confirmation from STRS that the member is retired and receiving STRS benefits.

**ARTICLE 29**  
**SUPERSEVERANCE PAY**

- 29.01 In the event a member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave. Payment of such severance shall be at the member's daily rate of pay at the time of retirement excluding supplemental contracts. Any member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay as provided in Article 28 of this Agreement.
- 29.02 Payment pursuant to this provision shall be made in one (1) installment with said payment to be made within thirty (30) days of the Board Treasurer's receipt of confirmation from STRS that the employee is retired and receiving STRS benefits.
- 29.03 In order to be eligible to receive superseverance pursuant to this provision, the member must tender his/her resignation to the Board for retirement purposes effective at the end of the school year no later than April 1 of the year in which he/she first becomes eligible to retire.

**ARTICLE 30**  
**POST RETIREMENT TAX SHELTERS**

The Board may offer a post employment tax sheltering option for bargaining unit members at the Board's option.

**ARTICLE 31**  
**FAIR SHARE FEE**

31.01 **PAYROLL DEDUCTION OF FAIR SHARE FEE**

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Milford Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

31.02 **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual Fair Share Fee (which shall be equal to 100% of the unified dues of the Association) shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

31.03 **SCHEDULE OF FAIR SHARE FEE DEDUCTING**

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

Sixty (60) days employment in a bargaining unit position or January 15<sup>th</sup>.

31.04 **TRANSMITTAL OF DEDUCTIONS**

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

31.05 **PROCEDURE FOR REBATE**

The Association represents to the employer that an internal rebate procedure has been established in accordance with section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.

31.06 **ENTITLEMENT TO REBATE**

Upon timely demand non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the union.

**ARTICLE 32**  
**SCHOOL PSYCHOLOGISTS**

- 32.01 The work year for school psychologists shall begin on August 1 of each year.
- 32.02 There shall be four (4) flex days in each contract year that will be determined in consultation and with the agreement of the building principal to which the school psychologists are assigned.
- 32.03 Persons employed as school psychologists shall be paid in twenty-four (24) equal installments.

**ARTICLE 33**  
**DISTRICT CURRICULUM AND INSTRUCTIONAL COUNCIL**

33.01 **CURRICULUM REVISION COMMITTEE**

- A. According to timelines established by the Secondary and Elementary Leadership Teams, the Curriculum Revision Committee shall be formed to align and revise specified curricula for the sole purpose of making a recommendation to the Board of Education regarding the curricula change. The committee shall be comprised of the Directors of Elementary/Secondary of Curriculum and Instruction, the Department Chairs or Grade Level Chairs for the affected curricula, at least one person from each grade level with each building represented. Additional representatives will be selected from each JHS/HS to represent specialized classes in the affected curricular area. All teacher representatives will be selected by the building principal in consultation with the MEA building rep. The Assistant Superintendent shall be the chair of the committee, and members of the committee shall select one of the other members to serve as a co-chair as well.
- B. If the Curriculum Revision Committee meets during the regular work day, teachers serving on the committee shall be given release time to attend the meetings. If the meetings are held outside the regular work day or if additional independent work is required of any teacher on the committee, the teachers will be paid twenty-three dollars (\$23.00) per hour. The teachers shall submit a time sheet to the Treasurer denoting the time spent in the committee meeting.
- C. Whether the committee is formed and meets shall be subject to the grievance procedure, however, none of the remaining terms of this provision shall be subject to the terms of the grievance procedure.

**ARTICLE 34**  
**ELEMENTARY AND SECONDARY LEADERSHIP TEAMS**

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

- A. Determine best practice or pedagogy for instruction;
- B. Recommend professional development for instruction connecting to District, building and individual professional development plans;
- C. Insure horizontal and vertical articulation with state and national standards where appropriate for each subject area;
- D. Determine cross-curricular integration opportunities;
- E. Establish practices to integrate technology, differentiation of instruction, and in class intervention strategies into daily classroom instruction;
- F. Establish timelines for curriculum review.

34.02 **ELEMENTARY**

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

34.03 **SECONDARY**

- A. At a minimum the committee will be comprised of all department chairs, one representative from each department that does not have a department chair, both Curriculum Directors, one administrative representative from the Jr. High and one from the High School, one school psychologist. Other members would be mutually agreed upon by the district and Association. Teachers from departments that do not have a department head would be chosen mutually by the principal and Association representative from that building.
- B. If the leadership teams meet during the regular work day, teachers serving on the committee shall be given release time to attend the meetings. If the meetings

are held outside the regular work day, the teachers will be paid twenty-three dollars (\$23.00) per hour. The teachers shall submit a time sheet to the Treasurer denoting the time spent in the committee meeting.

**ARTICLE 35**  
**OTHER PROVISIONS**

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

35.02 **CALENDAR INITIAL ADOPTION PROCESS**

- A. The district calendar will be adopted by the Board in advance of the calendar year.
- B. The Board will be charged with the development and design of the calendar.
- C. Two or more proposed calendars will be presented to the Association Executive Committee. The Association will provide feedback to the Superintendent within thirty (30) days of receipt of calendars.

35.03 **TUITION FREE ATTENDANCE**

- A. Natural children or adopted children of full-time members shall be permitted to attend Milford Schools tuition-free. This benefit is not available to any member hired for the 2006-2007 school year and beyond and/or who begin working after July 1, 2006. However, if the child requires special services, the member shall pay the full cost of the special services needed to the extent the cost of educating the child exceeds the statutory tuition rate of the Board.
- B. In addition, no non-resident child shall be permitted to enter Milford Schools pursuant to this policy if they are currently expelled from a public school in the state of Ohio.
- C. The Association and the Board agree that members of the bargaining unit who have children currently enrolled in the District tuition-free shall be exempt from the restrictions of Sections 30.03(A) and (B). This memorandum was entered into by the parties on this 8th day of April 1997.

35.04 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

- A. **Scope, Number, Purposes of Committees**
  - 1. The Board and the Association agree to create a Local Professional Development Committee (LPDC); and this committee being the entity required by Senate Bill 230.

2. The LPDC shall oversee, review, and approve professional development plans for course work, professional development units (PDU's) and/or other equivalent activities for renewal of certificates or licenses as included by statute; and the LPDC shall establish and/or approve the criteria for the above programs.
3. In the event Senate Bill 230 is legislatively modified, the parties shall comply with any required legislative modification. In the event of permissive legislative modification, the parties shall meet to bargain any amendments. Failure of the parties to reach agreement on permissive modifications shall result in retention of the current LPDC model.
4. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement.

B. Committee Composition and Selection

1. The LPDC shall be comprised of up to fifteen (15) teachers as follows:
  - a. At least three (3) with a maximum of nine (9) classroom teachers representing as many buildings in the district as possible.
  - b. At least one (1) with a maximum of six (6) administrators with the teacher to administrator ratio always remaining the majority of teachers. (For example, if the number of teacher members is reduced, the number of administrator members will be reduced to keep a majority of teacher members.) The number of administrators may not exceed the number of classroom teacher members (per Senate Bill 230) except when an administrator's certificate or license is being renewed. At the request of one of the administrative members, an adjunct committee of two (2) teacher members of the LPDC and three (3) administrators will oversee, review, and approve an administrator's license or certificate.
2. All teacher committee members shall be members of the Association and shall have at least three (3) years teaching experience in the Milford Schools.
3. The teacher members shall be selected by taking volunteers of qualified persons. By February 1st of each year, teachers will be notified about the self-nomination process. If more than the necessary number of members volunteer, then all the volunteers will meet to discuss and select which of them will serve for that term. If no consensus can be reached by the volunteers, the MEA Executive Committee will select the new members(s). The administrators and the other appointees shall be appointed by the Superintendent.
4. Each committee chairperson shall be determined by a majority vote of the committee members.

C. Terms of Office and Vacancies

1. Teacher members shall serve for a term of four (4) years, with no more than one (1) rotating off each year, unless there are more than five (5) teacher members. No more than three (3) teachers shall rotate off any given year. Teacher members may not serve consecutive terms, unless designated by the MEA Executive Committee, but may serve unlimited number of nonconsecutive terms.
2. All regular terms shall begin and end in August of the corresponding year.
3. In the event of a vacancy, the committee members shall be filled by the original selection process, and if the vacant term has less than one (1) year remaining, the replacement will automatically serve the next four (4) year term.

D. Training and Compensation

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. This training for committee members shall be considered as a part of the district's professional funds.
2. Teacher members of a LPDC shall be paid in accordance with rates stated on the supplemental salary schedule.

E. Appeals Process

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

1. If the district LPDC does not approve an educator's professional development plan, the educator has the opportunity to appeal his/her plan to the committee. This request must be made in writing by the educator to the chairperson of the district LPDC within twenty (20) contract days of the denial. During this reconsideration time the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. The written appeal will be reviewed at the next regularly scheduled meeting of the LPDC.
  - a. An appeal may be presented in person at the next regularly scheduled LPDC meeting.
  - b. Written notification of the appeal decision shall be provided to the applicant within five (5) contract days or thirty (30) calendar days of

- the meeting, whichever comes first.
2. If the appeal is denied, the applicant may request a terminal opinion. A binding decision rendered by a three person mediation team chosen as follows: One (1) person chosen by the applicant, one (1) person chosen by the Superintendent of Schools, and one (1) person appointed by the Association President(s). Members of the mediation team must hold a current certificate or license. This request should be made by the educator in writing to the chairperson of the district LPDC within ten (10) days following the reconsideration and receipt of the educator's professional development plan or other issue and its supporting materials exactly as they existed at the conclusion of the reconsideration stage.
  3. This review panel shall meet together one time within ninety (90) calendar days of receiving third party review request to conduct a review of the materials and facts and:
    - a. Hear from the educator why his/her professional development plan or other issue should be approved;
    - b. Hear from the district LPDC or a representative why the committee did not approve the plan or other issue;
    - c. Deliberate and issue a written decision jointly to the educator and the district LPDC within five (5) days.

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

### **ARTICLE 36**

#### **RETIRED EMPLOYEES RE-EMPLOYED BY THE BOARD IN BARGAINING UNIT POSITIONS**

- 36.01 Any individual who is retired and receiving retirement benefits through STRS, SERS, or PERS and who is re-employed by the Board in a bargaining unit position shall receive a limited contract and at no time be eligible for nor be granted a continuing contract. In the event of a reduction in force, these individuals shall be considered to be the least senior employees and shall be laid off first.
- A. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Milford Exempted Village School District. There shall be no expectation that any teacher will be offered employment. The district reserves the right to offer or not to offer such employment selectively based on the needs of the district and no reasons will be given for declining to offer such employment to anyone.

- B. The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years) of experience and a minimum of five (5) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
- C. Bargaining unit members employed pursuant to this Article shall be eligible for health insurance benefits provided under this Agreement unless STRS changes its regulation(s) regarding eligibility for health insurance through STRS and offers health insurance to rehired retired teachers. The regulation in question is Ohio Administrative Code section 3307-11-02, as amended effective January 1, 2009. Should that occur the bargaining unit member hired pursuant to this section shall be required to secure health insurance benefits through STRS.
- D. Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. However, if rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.
- E. Each one year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to Section 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relations shall end upon the expiration of the contract in the same manner as a supplemental contract.
- F. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- G. In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority over any other teacher, although the re-employed teacher will be a member of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation, starting with zero balance.

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

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

**ARTICLE 37**  
**GENERAL PROVISIONS**

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

**ARTICLE 38**  
**REOPENER**

The parties shall reopen negotiations on or before March 31, 2013 for a successor agreement. Negotiations pursuant to this reopener shall be conducted in accordance with the negotiations procedures set forth in the contract.

**ARTICLE 35**  
**DURATION**

This Agreement shall be effective with its ratification and shall remain in effect to and including June 30, 2013.

Signed and agreed to the 17 of June, 2010.

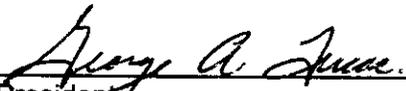
MILFORD EDUCATION ASSOCIATION:

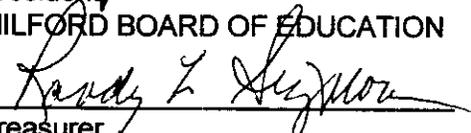
By   
President  
MEA

By   
Co-Chairperson  
MEA NEGOTIATIONS COMMITTEE

By   
Co-Chairperson  
MEA NEGOTIATIONS COMMITTEE

MILFORD BOARD OF EDUCATION:

By   
President  
MILFORD BOARD OF EDUCATION

By   
Treasurer  
MILFORD BOARD OF EDUCATION

RLB/de  
08/16/10

**EXHIBIT A-1  
 TEACHERS' SALARY SCHEDULE  
 EFFECTIVE 2010-2011 SCHOOL YEAR  
 (EFFECTIVE JULY 1, 2010)**

| Exp. | B.S.     |        | B.S. & 5 Yrs. |        | Master's |        | Master's+15 |        | Master's+30 |        | Master's+50 |        |
|------|----------|--------|---------------|--------|----------|--------|-------------|--------|-------------|--------|-------------|--------|
|      | Rate     | Salary | Rate          | Salary | Rate     | Salary | Rate        | Salary | Rate        | Salary | Rate        | Salary |
| 0    | 1.0000   | 35,358 | 1.0370        | 36,666 | 1.0770   | 38,081 | 1.1120      | 39,318 | 1.1490      | 40,626 | 1.1860      | 41,935 |
| 1    | 1.0470   | 37,020 | 1.0895        | 38,523 | 1.1390   | 40,273 | 1.1770      | 41,616 | 1.2181      | 43,066 | 1.2592      | 44,523 |
| 2    | 1.0940   | 38,682 | 1.1420        | 40,379 | 1.2010   | 42,465 | 1.2420      | 43,915 | 1.2870      | 45,506 | 1.3320      | 47,097 |
| 3    | 1.1410   | 40,343 | 1.1945        | 42,235 | 1.2630   | 44,657 | 1.3070      | 46,213 | 1.3560      | 47,945 | 1.4050      | 49,678 |
| 4    | 1.1880   | 42,005 | 1.2470        | 44,091 | 1.3250   | 46,849 | 1.3720      | 48,511 | 1.4250      | 50,385 | 1.4780      | 52,259 |
| 5    | 1.2350   | 43,667 | 1.2995        | 45,948 | 1.3870   | 49,042 | 1.4370      | 50,809 | 1.4940      | 52,825 | 1.5510      | 54,840 |
| 6    | 1.2820   | 45,329 | 1.3520        | 47,804 | 1.4490   | 51,234 | 1.5020      | 53,108 | 1.5630      | 55,265 | 1.6240      | 57,421 |
| 7    | 1.3290   | 46,991 | 1.4045        | 49,660 | 1.5110   | 53,426 | 1.5670      | 55,406 | 1.6320      | 57,704 | 1.6970      | 60,003 |
| 8    | 1.3760   | 48,653 | 1.4570        | 51,517 | 1.5730   | 55,618 | 1.6320      | 57,704 | 1.7010      | 60,144 | 1.7700      | 62,584 |
| 9    | 1.4230   | 50,314 | 1.5095        | 53,373 | 1.6350   | 57,810 | 1.6970      | 60,003 | 1.7700      | 62,584 | 1.8430      | 65,165 |
| 10   | 1.4700   | 51,976 | 1.5620        | 55,229 | 1.6970   | 60,003 | 1.7620      | 62,301 | 1.8390      | 65,023 | 1.9160      | 67,746 |
| 11   | 1.5170   | 53,638 | 1.6145        | 57,085 | 1.7590   | 62,195 | 1.8270      | 64,599 | 1.9080      | 67,463 | 1.9890      | 70,327 |
| 12   | 1.5640   | 55,300 | 1.6670        | 58,942 | 1.8210   | 64,387 | 1.8920      | 66,897 | 1.9770      | 69,903 | 2.0620      | 72,908 |
| 13   | 1.6110   | 56,962 | 1.7195        | 60,798 | 1.8830   | 66,579 | 1.9570      | 69,196 | 2.0460      | 72,342 | 2.1350      | 75,489 |
| 14   | 1.6110   | 56,962 | 1.7195        | 60,798 | 1.8830   | 66,579 | 1.9570      | 69,196 | 2.0460      | 72,342 | 2.1350      | 75,489 |
| 15   | 1.6392   | 57,959 | 1.7510        | 61,912 | 1.9202   | 67,894 | 1.9960      | 70,575 | 2.0870      | 73,792 | 2.1780      | 77,010 |
| 16   | 1.6392   | 57,959 | 1.7510        | 61,912 | 1.9202   | 67,894 | 1.9960      | 70,575 | 2.0870      | 73,792 | 2.1780      | 77,010 |
| 17   | 1.6580   | 58,624 | 1.7720        | 62,654 | 1.9450   | 68,771 | 2.0220      | 71,494 | 2.1150      | 74,782 | 2.2080      | 78,070 |
| 18   | 1.6580   | 58,624 | 1.7720        | 62,654 | 1.9450   | 68,771 | 2.0220      | 71,494 | 2.1150      | 74,782 | 2.2080      | 78,070 |
| 19   | 1.6580   | 58,624 | 1.7720        | 62,654 | 1.9450   | 68,771 | 2.0220      | 71,494 | 2.1150      | 74,782 | 2.2080      | 78,070 |
| 20   | 1.6580   | 58,624 | 1.7720        | 62,654 | 1.9450   | 68,771 | 2.0220      | 71,494 | 2.1150      | 74,782 | 2.2080      | 78,070 |
| 21   | 1.6580   | 58,624 | 1.7720        | 62,654 | 1.9450   | 68,771 | 2.0220      | 71,494 | 2.1150      | 74,782 | 2.2080      | 78,070 |
| 22   | 1.6933   | 59,872 | 1.8118        | 64,062 | 1.9915   | 70,415 | 2.0708      | 73,219 | 2.1670      | 76,621 | 2.2632      | 80,022 |
| 23   | 1.6933   | 59,872 | 1.8118        | 64,062 | 1.9915   | 70,415 | 2.0708      | 73,219 | 2.1670      | 76,621 | 2.2632      | 80,022 |
| 24   | 1.6933   | 59,872 | 1.8118        | 64,062 | 1.9915   | 70,415 | 2.0708      | 73,219 | 2.1670      | 76,621 | 2.2632      | 80,022 |
| 25   | \$450.00 | 60,322 | \$500.00      | 64,562 | \$550.00 | 70,965 | \$600.00    | 73,819 | \$650.00    | 77,271 | \$700.00    | 80,722 |

**EXHIBIT A-2**  
**TEACHERS' SALARY SCHEDULE**  
**EFFECTIVE 2011-2012 SCHOOL YEAR**  
**(EFFECTIVE JULY 1, 2011)**

| Exp. | B.S.     |        | B.S. & 5 Yrs. |        | Master's |        | Master's+15 |        | Master's+30 |        | Master's+50 |        |
|------|----------|--------|---------------|--------|----------|--------|-------------|--------|-------------|--------|-------------|--------|
|      |          |        |               |        |          |        |             |        |             |        |             |        |
| 0    | 1.0000   | 35,712 | 1.0370        | 37,033 | 1.0770   | 38,462 | 1.1120      | 39,712 | 1.1490      | 41,033 | 1.1860      | 42,354 |
| 1    | 1.0470   | 37,390 | 1.0895        | 38,908 | 1.1390   | 40,676 | 1.1770      | 42,033 | 1.2181      | 43,497 | 1.2592      | 44,969 |
| 2    | 1.0940   | 39,069 | 1.1420        | 40,783 | 1.2010   | 42,890 | 1.2420      | 44,354 | 1.2870      | 45,961 | 1.3320      | 47,568 |
| 3    | 1.1410   | 40,747 | 1.1945        | 42,658 | 1.2630   | 45,104 | 1.3070      | 46,676 | 1.3560      | 48,425 | 1.4050      | 50,175 |
| 4    | 1.1880   | 42,426 | 1.2470        | 44,533 | 1.3250   | 47,318 | 1.3720      | 48,977 | 1.4250      | 50,890 | 1.4780      | 52,782 |
| 5    | 1.2350   | 44,104 | 1.2995        | 46,408 | 1.3870   | 49,533 | 1.4370      | 51,318 | 1.4940      | 53,354 | 1.5510      | 55,389 |
| 6    | 1.2820   | 45,783 | 1.3520        | 48,283 | 1.4490   | 51,747 | 1.5020      | 53,639 | 1.5630      | 55,818 | 1.6240      | 57,996 |
| 7    | 1.3290   | 47,461 | 1.4045        | 50,158 | 1.5110   | 53,961 | 1.5670      | 55,961 | 1.6320      | 58,282 | 1.6970      | 60,603 |
| 8    | 1.3760   | 49,140 | 1.4570        | 52,032 | 1.5730   | 56,175 | 1.6320      | 58,282 | 1.7010      | 60,746 | 1.7700      | 63,210 |
| 9    | 1.4230   | 50,818 | 1.5095        | 53,907 | 1.6350   | 58,389 | 1.6970      | 60,603 | 1.7700      | 63,210 | 1.8430      | 65,817 |
| 10   | 1.4700   | 52,497 | 1.5620        | 55,782 | 1.6970   | 60,603 | 1.7620      | 62,925 | 1.8390      | 65,674 | 1.9160      | 68,424 |
| 11   | 1.5170   | 54,175 | 1.6145        | 57,657 | 1.7590   | 62,817 | 1.8270      | 65,246 | 1.9080      | 68,138 | 1.9890      | 71,031 |
| 12   | 1.5640   | 55,854 | 1.6670        | 59,532 | 1.8210   | 65,032 | 1.8920      | 67,567 | 1.9770      | 70,603 | 2.0620      | 73,638 |
| 13   | 1.6110   | 57,532 | 1.7195        | 61,407 | 1.8830   | 67,246 | 1.9570      | 69,888 | 2.0460      | 73,067 | 2.1350      | 76,245 |
| 14   | 1.6110   | 57,532 | 1.7195        | 61,407 | 1.8830   | 67,246 | 1.9570      | 69,888 | 2.0460      | 73,067 | 2.1350      | 76,245 |
| 15   | 1.6392   | 58,539 | 1.7510        | 62,532 | 1.9202   | 68,574 | 1.9960      | 71,281 | 2.0870      | 74,531 | 2.1780      | 77,781 |
| 16   | 1.6392   | 58,539 | 1.7510        | 62,532 | 1.9202   | 68,574 | 1.9960      | 71,281 | 2.0870      | 74,531 | 2.1780      | 77,781 |
| 17   | 1.6580   | 59,210 | 1.7720        | 63,282 | 1.9450   | 69,460 | 2.0220      | 72,210 | 2.1150      | 75,531 | 2.2080      | 78,852 |
| 18   | 1.6580   | 59,210 | 1.7720        | 63,282 | 1.9450   | 69,460 | 2.0220      | 72,210 | 2.1150      | 75,531 | 2.2080      | 78,852 |
| 19   | 1.6580   | 59,210 | 1.7720        | 63,282 | 1.9450   | 69,460 | 2.0220      | 72,210 | 2.1150      | 75,531 | 2.2080      | 78,852 |
| 20   | 1.6580   | 59,210 | 1.7720        | 63,282 | 1.9450   | 69,460 | 2.0220      | 72,210 | 2.1150      | 75,531 | 2.2080      | 78,852 |
| 21   | 1.6580   | 59,210 | 1.7720        | 63,282 | 1.9450   | 69,460 | 2.0220      | 72,210 | 2.1150      | 75,531 | 2.2080      | 78,852 |
| 22   | 1.6933   | 60,471 | 1.8118        | 64,703 | 1.9915   | 71,120 | 2.0708      | 73,952 | 2.1670      | 77,388 | 2.2632      | 80,823 |
| 23   | 1.6933   | 60,471 | 1.8118        | 64,703 | 1.9915   | 71,120 | 2.0708      | 73,952 | 2.1670      | 77,388 | 2.2632      | 80,823 |
| 24   | 1.6933   | 60,471 | 1.8118        | 64,703 | 1.9915   | 71,120 | 2.0708      | 73,952 | 2.1670      | 77,388 | 2.2632      | 80,823 |
| 25   | \$450.00 | 60,921 | \$500.00      | 65,203 | \$550.00 | 71,670 | \$600.00    | 74,552 | \$650.00    | 78,038 | \$700.00    | 81,523 |

**EXHIBIT A-3  
 TEACHERS' SALARY SCHEDULE  
 EFFECTIVE 2012-2013 SCHOOL YEAR  
 (EFFECTIVE JULY 1, 2012)**

| Exp. | B.S.     |        | B.S. & 5 Yrs. |        | Master's |        | Master's+15 |        | Master's+30 |        | Master's+50 |        |
|------|----------|--------|---------------|--------|----------|--------|-------------|--------|-------------|--------|-------------|--------|
|      |          |        |               |        |          |        |             |        |             |        |             |        |
| 0    | 1.0000   | 36,069 | 1.0370        | 37,404 | 1.0770   | 38,846 | 1.1120      | 40,109 | 1.1490      | 41,443 | 1.1860      | 42,778 |
| 1    | 1.0470   | 37,764 | 1.0895        | 39,297 | 1.1390   | 41,083 | 1.1770      | 42,453 | 1.2181      | 43,932 | 1.2592      | 45,418 |
| 2    | 1.0940   | 39,459 | 1.1420        | 41,191 | 1.2010   | 43,319 | 1.2420      | 44,798 | 1.2870      | 46,421 | 1.3320      | 48,044 |
| 3    | 1.1410   | 41,155 | 1.1945        | 43,084 | 1.2630   | 45,555 | 1.3070      | 47,142 | 1.3560      | 48,910 | 1.4050      | 50,677 |
| 4    | 1.1880   | 42,850 | 1.2470        | 44,978 | 1.3250   | 47,791 | 1.3720      | 49,487 | 1.4250      | 51,398 | 1.4780      | 53,310 |
| 5    | 1.2350   | 44,545 | 1.2995        | 46,872 | 1.3870   | 50,028 | 1.4370      | 51,831 | 1.4940      | 53,887 | 1.5510      | 55,943 |
| 6    | 1.2820   | 46,240 | 1.3520        | 48,765 | 1.4490   | 52,264 | 1.5020      | 54,176 | 1.5630      | 56,376 | 1.6240      | 58,576 |
| 7    | 1.3290   | 47,936 | 1.4045        | 50,659 | 1.5110   | 54,500 | 1.5670      | 56,520 | 1.6320      | 58,865 | 1.6970      | 61,209 |
| 8    | 1.3760   | 49,631 | 1.4570        | 52,553 | 1.5730   | 56,737 | 1.6320      | 58,865 | 1.7010      | 61,353 | 1.7700      | 63,842 |
| 9    | 1.4230   | 51,326 | 1.5095        | 54,446 | 1.6350   | 58,973 | 1.6970      | 61,209 | 1.7700      | 63,842 | 1.8430      | 66,475 |
| 10   | 1.4700   | 53,021 | 1.5620        | 56,340 | 1.6970   | 61,209 | 1.7620      | 63,554 | 1.8390      | 66,331 | 1.9160      | 69,108 |
| 11   | 1.5170   | 54,717 | 1.6145        | 58,233 | 1.7590   | 63,445 | 1.8270      | 65,898 | 1.9080      | 68,820 | 1.9890      | 71,741 |
| 12   | 1.5640   | 56,412 | 1.6670        | 60,127 | 1.8210   | 65,682 | 1.8920      | 68,243 | 1.9770      | 71,308 | 2.0620      | 74,374 |
| 13   | 1.6110   | 58,107 | 1.7195        | 62,021 | 1.8830   | 67,918 | 1.9570      | 70,587 | 2.0460      | 73,797 | 2.1350      | 77,077 |
| 14   | 1.6110   | 58,107 | 1.7195        | 62,021 | 1.8830   | 67,918 | 1.9570      | 70,587 | 2.0460      | 73,797 | 2.1350      | 77,077 |
| 15   | 1.6392   | 59,124 | 1.7510        | 63,157 | 1.9202   | 69,260 | 1.9960      | 71,994 | 2.0870      | 75,276 | 2.1780      | 78,558 |
| 16   | 1.6392   | 59,124 | 1.7510        | 63,157 | 1.9202   | 69,260 | 1.9960      | 71,994 | 2.0870      | 75,276 | 2.1780      | 78,558 |
| 17   | 1.6580   | 59,802 | 1.7720        | 63,914 | 1.9450   | 70,154 | 2.0220      | 72,932 | 2.1150      | 76,286 | 2.2080      | 79,640 |
| 18   | 1.6580   | 59,802 | 1.7720        | 63,914 | 1.9450   | 70,154 | 2.0220      | 72,932 | 2.1150      | 76,286 | 2.2080      | 79,640 |
| 19   | 1.6580   | 59,802 | 1.7720        | 63,914 | 1.9450   | 70,154 | 2.0220      | 72,932 | 2.1150      | 76,286 | 2.2080      | 79,640 |
| 20   | 1.6580   | 59,802 | 1.7720        | 63,914 | 1.9450   | 70,154 | 2.0220      | 72,932 | 2.1150      | 76,286 | 2.2080      | 79,640 |
| 21   | 1.6580   | 59,802 | 1.7720        | 63,914 | 1.9450   | 70,154 | 2.0220      | 72,932 | 2.1150      | 76,286 | 2.2080      | 79,640 |
| 22   | 1.6933   | 61,076 | 1.8118        | 65,350 | 1.9915   | 71,831 | 2.0708      | 74,692 | 2.1670      | 78,162 | 2.2632      | 81,631 |
| 23   | 1.6933   | 61,076 | 1.8118        | 65,350 | 1.9915   | 71,831 | 2.0708      | 74,692 | 2.1670      | 78,162 | 2.2632      | 81,631 |
| 24   | 1.6933   | 61,076 | 1.8118        | 65,350 | 1.9915   | 71,831 | 2.0708      | 74,692 | 2.1670      | 78,162 | 2.2632      | 81,631 |
| 25   | \$450.00 | 61,526 | \$500.00      | 65,850 | \$550.00 | 72,381 | \$600.00    | 75,292 | \$650.00    | 78,812 | \$700.00    | 82,331 |

**EXHIBIT B-1**  
MILFORD EXEMPTED VILLAGE SCHOOLS  
SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE  
EFFECTIVE AUGUST 1, 2010  
Salaries based upon 213 day contracts

| EXPERIENCE | SALARY |
|------------|--------|
| 0          | 50,794 |
| 1          | 53,089 |
| 2          | 55,421 |
| 3          | 57,739 |
| 4          | 60,049 |
| 5          | 62,366 |
| 6          | 64,689 |
| 7          | 66,982 |
| 8          | 69,317 |
| 9          | 71,621 |
| 10         | 73,934 |
| 11         | 76,241 |
| 12         | 78,572 |
| 13         | 80,861 |
| 14         | 80,861 |
| 15         | 80,861 |
| 16         | 80,861 |
| 17         | 83,202 |
| 18         | 83,202 |
| 19         | 83,202 |
| 20         | 83,202 |
| 21         | 83,202 |
| 22         | 84,697 |

**EXHIBIT B-2**  
MILFORD EXEMPTED VILLAGE SCHOOLS  
SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE  
**EFFECTIVE AUGUST 1, 2011**  
Salaries based upon 213 day contracts

| EXPERIENCE | SALARY |
|------------|--------|
| 0          | 51,302 |
| 1          | 53,620 |
| 2          | 55,975 |
| 3          | 58,316 |
| 4          | 60,649 |
| 5          | 62,990 |
| 6          | 65,336 |
| 7          | 67,652 |
| 8          | 70,010 |
| 9          | 72,337 |
| 10         | 74,673 |
| 11         | 77,003 |
| 12         | 79,358 |
| 13         | 81,670 |
| 14         | 81,670 |
| 15         | 81,670 |
| 16         | 81,670 |
| 17         | 84,034 |
| 18         | 84,034 |
| 19         | 84,034 |
| 20         | 84,034 |
| 21         | 84,034 |
| 22         | 85,544 |

**EXHIBIT B-3**  
MILFORD EXEMPTED VILLAGE SCHOOLS  
SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE  
EFFECTIVE AUGUST 1, 2012  
Salaries based upon 213 day contracts

| EXPERIENCE | SALARY |
|------------|--------|
| 0          | 51,815 |
| 1          | 54,156 |
| 2          | 56,535 |
| 3          | 58,899 |
| 4          | 61,255 |
| 5          | 63,620 |
| 6          | 65,989 |
| 7          | 68,329 |
| 8          | 70,710 |
| 9          | 73,060 |
| 10         | 75,420 |
| 11         | 77,773 |
| 12         | 80,152 |
| 13         | 82,487 |
| 14         | 82,487 |
| 15         | 82,487 |
| 16         | 82,487 |
| 17         | 84,874 |
| 18         | 84,874 |
| 19         | 84,874 |
| 20         | 84,874 |
| 21         | 84,874 |
| 22         | 86,399 |

EXHIBIT C-1

MILFORD EXEMPTED VILLAGE SCHOOLS  
SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES

Effective July 1, 2010  
 Base \$35,358

| LEVEL | 0 YRS EXP |        | 1 YRS EXP |        | 2 YRS EXP |        | 3 YRS EXP |        | 4 YRS EXP |        | 5 YRS EXP |        | 10 YRS EXP |        | 15 YRS EXP |        | 20 YRS EXP |        |
|-------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|------------|--------|------------|--------|------------|--------|
|       | Index     | Salary | Index      | Salary | Index      | Salary | Index      | Salary |
| 01    | 0.010     | 354    | 0.012     | 424    | 0.015     | 530    | 0.017     | 601    | 0.020     | 707    | 0.022     | 778    | 0.025      | 884    | 0.027      | 955    | 0.030      | 1,061  |
| 02    | 0.020     | 707    | 0.022     | 778    | 0.025     | 884    | 0.027     | 955    | 0.030     | 1,061  | 0.032     | 1,131  | 0.035      | 1,238  | 0.037      | 1,308  | 0.040      | 1,414  |
| 03    | 0.030     | 1,061  | 0.032     | 1,131  | 0.035     | 1,238  | 0.037     | 1,308  | 0.040     | 1,414  | 0.042     | 1,485  | 0.045      | 1,591  | 0.047      | 1,662  | 0.050      | 1,768  |
| 04    | 0.040     | 1,414  | 0.045     | 1,591  | 0.050     | 1,768  | 0.055     | 1,945  | 0.060     | 2,121  | 0.065     | 2,298  | 0.070      | 2,475  | 0.075      | 2,652  | 0.080      | 2,829  |
| 05    | 0.060     | 2,121  | 0.065     | 2,298  | 0.070     | 2,475  | 0.075     | 2,652  | 0.080     | 2,829  | 0.085     | 3,005  | 0.090      | 3,182  | 0.095      | 3,359  | 0.100      | 3,536  |
| 06    | 0.080     | 2,829  | 0.085     | 3,005  | 0.090     | 3,182  | 0.095     | 3,359  | 0.100     | 3,536  | 0.105     | 3,713  | 0.110      | 3,889  | 0.115      | 4,066  | 0.120      | 4,243  |
| 07    | 0.100     | 3,536  | 0.110     | 3,889  | 0.120     | 4,243  | 0.130     | 4,597  | 0.140     | 4,950  | 0.150     | 5,304  | 0.160      | 5,657  | 0.170      | 6,011  | 0.180      | 6,364  |
| 08    | 0.120     | 4,243  | 0.130     | 4,597  | 0.140     | 4,950  | 0.150     | 5,304  | 0.160     | 5,657  | 0.170     | 6,011  | 0.180      | 6,364  | 0.190      | 6,718  | 0.200      | 7,072  |
| 09    | 0.130     | 4,597  | 0.145     | 5,127  | 0.160     | 5,657  | 0.175     | 6,188  | 0.190     | 6,718  | 0.205     | 7,248  | 0.220      | 7,779  | 0.235      | 8,309  | 0.250      | 8,840  |
| 10    | 0.140     | 4,950  | 0.160     | 5,657  | 0.180     | 6,364  | 0.200     | 7,072  | 0.220     | 7,779  | 0.240     | 8,486  | 0.260      | 9,193  | 0.280      | 9,900  | 0.300      | 10,607 |
| 11    | 0.160     | 5,657  | 0.180     | 6,364  | 0.200     | 7,072  | 0.220     | 7,779  | 0.240     | 8,486  | 0.260     | 9,193  | 0.280      | 9,900  | 0.300      | 10,607 | 0.320      | 11,315 |
| 12    | 0.180     | 6,364  | 0.200     | 7,072  | 0.220     | 7,779  | 0.240     | 8,486  | 0.260     | 9,193  | 0.280     | 9,900  | 0.300      | 10,607 | 0.320      | 11,315 | 0.340      | 12,022 |
| 13    | 0.200     | 7,072  | 0.220     | 7,779  | 0.240     | 8,486  | 0.260     | 9,193  | 0.280     | 9,900  | 0.300     | 10,607 | 0.320      | 11,315 | 0.340      | 12,022 | 0.360      | 12,729 |

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

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

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

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

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

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

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

**EXHIBIT C-2**  
**MILFORD EXEMPTED VILLAGE SCHOOLS**  
**SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES**

Effective July 1, 2011  
 Base \$35,712

| LEVEL | 0 YRS EXP |        | 1 YRS EXP |        | 2 YRS EXP |        | 3 YRS EXP |        | 4 YRS EXP |        | 5 YRS EXP |        | 10 YRS EXP |        | 15 YRS EXP |        | 20 YRS EXP |        |
|-------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|------------|--------|------------|--------|------------|--------|
|       | Index     | Salary | Index      | Salary | Index      | Salary | Index      | Salary |
| 01    | 0.010     | 357    | 0.012     | 429    | 0.015     | 536    | 0.017     | 607    | 0.020     | 714    | 0.022     | 786    | 0.025      | 893    | 0.027      | 964    | 0.030      | 1,071  |
| 02    | 0.020     | 714    | 0.022     | 786    | 0.025     | 893    | 0.027     | 964    | 0.030     | 1,071  | 0.032     | 1,143  | 0.035      | 1,250  | 0.037      | 1,321  | 0.040      | 1,428  |
| 03    | 0.030     | 1,071  | 0.032     | 1,143  | 0.035     | 1,250  | 0.037     | 1,321  | 0.040     | 1,428  | 0.042     | 1,500  | 0.045      | 1,607  | 0.047      | 1,678  | 0.050      | 1,786  |
| 04    | 0.040     | 1,428  | 0.045     | 1,607  | 0.050     | 1,786  | 0.055     | 1,964  | 0.060     | 2,143  | 0.065     | 2,321  | 0.070      | 2,500  | 0.075      | 2,678  | 0.080      | 2,857  |
| 05    | 0.060     | 2,143  | 0.065     | 2,321  | 0.070     | 2,500  | 0.075     | 2,678  | 0.080     | 2,857  | 0.085     | 3,036  | 0.090      | 3,214  | 0.095      | 3,393  | 0.100      | 3,571  |
| 06    | 0.080     | 2,857  | 0.085     | 3,036  | 0.090     | 3,214  | 0.095     | 3,393  | 0.100     | 3,571  | 0.105     | 3,750  | 0.110      | 3,928  | 0.115      | 4,107  | 0.120      | 4,285  |
| 07    | 0.100     | 3,571  | 0.110     | 3,928  | 0.120     | 4,285  | 0.130     | 4,643  | 0.140     | 5,000  | 0.150     | 5,357  | 0.160      | 5,714  | 0.170      | 6,071  | 0.180      | 6,428  |
| 08    | 0.120     | 4,285  | 0.130     | 4,643  | 0.140     | 5,000  | 0.150     | 5,357  | 0.160     | 5,714  | 0.170     | 6,071  | 0.180      | 6,428  | 0.190      | 6,785  | 0.200      | 7,142  |
| 09    | 0.130     | 4,643  | 0.145     | 5,178  | 0.160     | 5,714  | 0.175     | 6,250  | 0.190     | 6,785  | 0.205     | 7,321  | 0.220      | 7,857  | 0.235      | 8,392  | 0.250      | 8,928  |
| 10    | 0.140     | 5,000  | 0.160     | 5,714  | 0.180     | 6,428  | 0.200     | 7,142  | 0.220     | 7,857  | 0.240     | 8,571  | 0.260      | 9,285  | 0.280      | 9,999  | 0.300      | 10,714 |
| 11    | 0.160     | 5,714  | 0.180     | 6,428  | 0.200     | 7,142  | 0.220     | 7,857  | 0.240     | 8,571  | 0.260     | 9,285  | 0.280      | 9,999  | 0.300      | 10,714 | 0.320      | 11,428 |
| 12    | 0.180     | 6,428  | 0.200     | 7,142  | 0.220     | 7,857  | 0.240     | 8,571  | 0.260     | 9,285  | 0.280     | 9,999  | 0.300      | 10,714 | 0.320      | 11,428 | 0.340      | 12,142 |
| 13    | 0.200     | 7,142  | 0.220     | 7,857  | 0.240     | 8,571  | 0.260     | 9,285  | 0.280     | 9,999  | 0.300     | 10,714 | 0.320      | 11,428 | 0.340      | 12,142 | 0.360      | 12,856 |

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

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

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

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

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

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

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

EXHIBIT C-3

MILFORD EXEMPTED VILLAGE SCHOOLS  
SUPPLEMENTAL COMPENSATION FOR EXTRAORDINARY RESPONSIBILITIES

Effective July 1, 2012  
 Base \$36,069

| LEVEL | 0 YRS EXP |        | 1 YRS EXP |        | 2 YRS EXP |        | 3 YRS EXP |        | 4 YRS EXP |        | 5 YRS EXP |        | 10 YRS EXP |        | 15 YRS EXP |        | 20 YRS EXP |        |
|-------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|------------|--------|------------|--------|------------|--------|
|       | Index     | Salary | Index      | Salary | Index      | Salary | Index      | Salary |
| 01    | 0.010     | 361    | 0.012     | 433    | 0.015     | 541    | 0.017     | 613    | 0.020     | 721    | 0.022     | 794    | 0.025      | 902    | 0.027      | 974    | 0.030      | 1,082  |
| 02    | 0.020     | 721    | 0.022     | 794    | 0.025     | 902    | 0.027     | 974    | 0.030     | 1,082  | 0.032     | 1,154  | 0.035      | 1,262  | 0.037      | 1,335  | 0.040      | 1,443  |
| 03    | 0.030     | 1,082  | 0.032     | 1,154  | 0.035     | 1,262  | 0.037     | 1,335  | 0.040     | 1,443  | 0.042     | 1,515  | 0.045      | 1,623  | 0.047      | 1,695  | 0.050      | 1,803  |
| 04    | 0.040     | 1,443  | 0.045     | 1,623  | 0.050     | 1,803  | 0.055     | 1,984  | 0.060     | 2,164  | 0.065     | 2,344  | 0.070      | 2,525  | 0.075      | 2,705  | 0.080      | 2,886  |
| 05    | 0.060     | 2,164  | 0.065     | 2,344  | 0.070     | 2,525  | 0.075     | 2,705  | 0.080     | 2,886  | 0.085     | 3,066  | 0.090      | 3,246  | 0.095      | 3,427  | 0.100      | 3,607  |
| 06    | 0.080     | 2,886  | 0.085     | 3,066  | 0.090     | 3,246  | 0.095     | 3,427  | 0.100     | 3,607  | 0.105     | 3,787  | 0.110      | 3,968  | 0.115      | 4,148  | 0.120      | 4,328  |
| 07    | 0.100     | 3,607  | 0.110     | 3,968  | 0.120     | 4,328  | 0.130     | 4,689  | 0.140     | 5,050  | 0.150     | 5,410  | 0.160      | 5,771  | 0.170      | 6,132  | 0.180      | 6,492  |
| 08    | 0.120     | 4,328  | 0.130     | 4,689  | 0.140     | 5,050  | 0.150     | 5,410  | 0.160     | 5,771  | 0.170     | 6,132  | 0.180      | 6,492  | 0.190      | 6,853  | 0.200      | 7,214  |
| 09    | 0.130     | 4,689  | 0.145     | 5,230  | 0.160     | 5,771  | 0.175     | 6,312  | 0.190     | 6,853  | 0.205     | 7,394  | 0.220      | 7,935  | 0.235      | 8,476  | 0.250      | 9,017  |
| 10    | 0.140     | 5,050  | 0.160     | 5,771  | 0.180     | 6,492  | 0.200     | 7,214  | 0.220     | 7,935  | 0.240     | 8,657  | 0.260      | 9,378  | 0.280      | 10,099 | 0.300      | 10,821 |
| 11    | 0.160     | 5,771  | 0.180     | 6,492  | 0.200     | 7,214  | 0.220     | 7,935  | 0.240     | 8,657  | 0.260     | 9,378  | 0.280      | 10,099 | 0.300      | 10,821 | 0.320      | 11,542 |
| 12    | 0.180     | 6,492  | 0.200     | 7,214  | 0.220     | 7,935  | 0.240     | 8,657  | 0.260     | 9,378  | 0.280     | 10,099 | 0.300      | 10,821 | 0.320      | 11,542 | 0.340      | 12,263 |
| 13    | 0.200     | 7,214  | 0.220     | 7,935  | 0.240     | 8,657  | 0.260     | 9,378  | 0.280     | 10,099 | 0.300     | 10,821 | 0.320      | 11,542 | 0.340      | 12,263 | 0.360      | 12,985 |

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

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

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

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

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- (4) In the case of head coaching positions, experience gained in Grades 7-12 in positions other than as head coach in the sport involved, shall be applied at a rate of two year's experience equating one year on the head coaching index level.

**ROSTER OF SUPPLEMENTAL DUTY POSITIONS/ASSIGNMENTS**

| <u>AREA/POSITION</u>   | <u>PAY LEVEL</u> |
|--|------------------|
| <b>ACADEMIC/ADMINISTRATIVE</b>   |                  |
| DEPARTMENT CHAIR JH & HS)*   |                  |
| 0-7  | LEV 9            |
| 8-13   | LEV 10           |
| 14+  | LEV 11           |
| <p>*ADDITIONAL DUTIES, INCLUDING OGT PREPARATION, CURRICULUM REVISION, NEW MATERIALS COORDINATION FOLLOWING CURRICULUM REVISION, AND LAB MATERIAL COORDINATION FOR SCIENCE AND WORK AND FAMILY LIFE CLASSES WILL BE SEPARATE CONTRACTS PAID AT THE NEGOTIATED HOURLY RATE.</p> |                  |
| UNIFIED ARTS DEPARTMENT CHAIR (GRADES K-6) (3)   | LEV 6            |
| GUIDANCE DEPARTMENT CHAIR (GRADES K-6)   | LEV 6            |
| INTERMEDIATE LEVEL CHAIR (1 PER BLDG)  | LEV 6            |
| PRIMARY LEVEL CHAIR (1 PER BLDG)   | LEV 6            |
| ELECTIVE DEPARTMENT CHAIRS – HIGH SCHOOL   | \$23.00/HR.      |
| ELECTIVE DEPARTMENT CHAIRS – JR. HIGH  | \$23.00/HR.      |
| <b>ATHLETIC</b>  |                  |
| ASST. ATHLETIC DIRECTOR – HIGH SCHOOL  | LEV 9            |
| ASST. ATHLETIC DIRECTOR – JR. HIGH   | LEV 7            |
| WEIGHT ROOM COORDINATORS (2)   | LEV 8            |
| SITE SUPERVISORS (as needed)   | PER SCHEDULE     |
| <b>BASEBALL (BOYS)</b>   |                  |
| HEAD COACH   | LEV 10           |
| ASST HIGH SCHOOL COACH (3)   | LEV 7            |
| <b>BASKETBALL (BOYS/GIRLS)</b>   |                  |
| HEAD COACH (2)   | LEV 12           |
| ASST HIGH SCHOOL COACH (7)   | LEV 8            |
| JUNIOR HIGH COACH (8)  | LEV 6            |
| <b>BOWLING</b>   |                  |
| HEAD COACH   | LEV 7            |
| <b>CHEERLEADING (PER SEASON-2 SEASONS/YR)</b>  |                  |
| HIGH SCHOOL HEAD COACH   | LEV 5            |
| HIGH SCHOOL RESERVE COACH  | LEV 5            |
| FRESHMAN COACH   | LEV 3            |
| 8TH GRADE COACH  | LEV 3            |
| 7TH GRADE COACH  | LEV 3            |
| <b>CROSS COUNTRY (BOYS/GIRLS)</b>  |                  |
| HEAD COACH (2)   | LEV 9            |
| ASST. HIGH SCHOOL COACH (2)  | LEV 6            |
| JUNIOR HIGH COACH (2)  | LEV 5            |
| <b>DIVING (BOYS/GIRLS)</b>   |                  |
| HEAD COACH (1)   | LEV 8            |

**EXHIBIT C-1, Page 3 of 5**

| <u>AREA/POSITION</u>                  | <u>PAY LEVEL</u> |
|---------------------------------------|------------------|
| <b>ATHLETIC (CONT'D.)</b>             |                  |
| <b>FOOTBALL (BOYS)</b>                |                  |
| HEAD COACH                            | LEV 12           |
| ASST HIGH SCHOOL COACH (10)           | LEV 8            |
| JUNIOR HIGH COACH (6)                 | LEV 6            |
| <b>GOLF (BOYS/GIRLS)</b>              |                  |
| HEAD COACH (2)                        | LEV 8            |
| ASST HIGH SCHOOL COACH (1)            | LEV 5            |
| JV (GIRLS)                            | LEV 5            |
| <b>PINETTES</b>                       |                  |
| HIGH SCHOOL ADVISOR                   | LEV 4            |
| <b>SOCCER (BOYS/GIRLS)</b>            |                  |
| HEAD COACH (2)                        | LEV 10           |
| ASST HIGH SCHOOL COACH (10)           | LEV 7            |
| <b>SOFTBALL (GIRLS)</b>               |                  |
| HEAD COACH                            | LEV 10           |
| ASST HIGH SCHOOL COACH (2)            | LEV 7            |
| <b>SWIMMING (BOYS/GIRLS)</b>          |                  |
| HEAD COACH (1)                        | LEV 12           |
| ASST HIGH SCHOOL COACH (1)            | LEV 8            |
| JUNIOR HIGH COACH (2)                 | LEV 6            |
| <b>TENNIS (BOYS/GIRLS)</b>            |                  |
| HEAD COACH (2)                        | LEV 8            |
| ASST. HIGH SCHOOL COACH (2)           | LEV 5            |
| <b>TRACK &amp; FIELD (BOYS/GIRLS)</b> |                  |
| HEAD COACH (2)                        | LEV 10           |
| ASST HIGH SCHOOL COACH (4)            | LEV 7            |
| JUNIOR HIGH COACH (6)                 | LEV 5            |
| <b>VOLLEYBALL (BOYS)</b>              |                  |
| HEAD COACH                            | LEV 9            |
| ASST HIGH SCHOOL COACH (2)            | LEV 6            |
| <b>VOLLEYBALL (GIRLS)</b>             |                  |
| HEAD COACH                            | LEV 10           |
| ASST HIGH SCHOOL COACH (3)            | LEV 7            |
| JUNIOR HIGH COACH (4)                 | LEV 5            |
| <b>WATER POLO (BOYS/GIRLS)</b>        |                  |
| HEAD COACH (1)                        | LEV 8            |
| ASST HIGH SCHOOL COACH (1)            | LEV 7            |
| <b>WRESTLING (BOYS)</b>               |                  |
| HEAD COACH                            | LEV 12           |
| ASST HIGH SCHOOL COACH (3)            | LEV 8            |
| JUNIOR HIGH COACH (2)                 | LEV 6            |

**EXHIBIT C-1, Page 4 of 5**

| <u>AREA/POSITION</u>   | <u>PAY LEVEL</u> |
|--|------------------|
| <b>ATHLETIC (CONT'D.)</b>  |                  |
| <b>DRAMATICS/SPEECH</b>  |                  |
| DRAMATIC COORDINATOR, HIGH SCHOOL  | LEV 10           |
| TECHNICAL DIRECTOR   | LEV 8            |
| DRAMATICS ASSISTANT  | LEV 8            |
| <b>MUSIC/DANCE</b>   |                  |
| ASST. BAND DIRECTOR  | LEV 11           |
| DRILL TEAM ADVISOR (FLAG/RIFLE)  | LEV 6            |
| GUARD ADVISOR (FALL)   | LEV 6            |
| VOCAL MUSIC COORDINATOR, HIGH SCHOOL   | LEV 7            |
| VOCAL MUSIC COORDINATOR, JR HIGH   | LEV 7            |
| VOCAL MUSIC COORDINATOR, ELEM SCHOOL (6)   | LEV 7            |
| GUARD ADVISOR (1) - SUMMER BAND (1), HIGH SCHOOL (2)   | \$17.50 PER HOUR |
| DANCE TEAM   | LEV 6            |
| <b>PUBLICATIONS</b>  |                  |
| DROFLIM ADVISOR, HIGH SCHOOL   | LEV 7            |
| REFLECTOR ADVISOR, HIGH SCHOOL   | LEV 7            |
| YEARBOOK ADVISOR, JR HIGH  | LEV 4            |
| NEWSPAPER ADVISOR, JR HIGH   | LEV 4            |
| <b>OTHER</b>   |                  |
| FRESHMAN CLASS ADVISOR   | LEV 4            |
| SOPHOMORE CLASS ADVISOR  | LEV 4            |
| JUNIOR CLASS ADVISOR   | LEV 6            |
| SENIOR CLASS ADVISOR   | LEV 8            |
| GIFTED ACTIVITY COORDINATOR - FALL   | LEV 4            |
| GIFTED ACTIVITY COORDINATOR - SPRING   | LEV 5            |
| HONOR SOCIETY, HIGH SCHOOL   | LEV 6            |
| HONOR SOCIETY, JUNIOR HIGH   | LEV 5            |
| KEY CLUB   | LEV 5            |
| CLUB ADVISORS  | LEV 5            |
| ACADEMIC TEAM ADVISOR, HIGH SCHOOL   | LEV 4            |
| CHESS TEAM ADVISOR, HIGH SCHOOL  | LEV 4            |
| HI-Y, HIGH SCHOOL (2)  | LEV 6            |
| STUDENT COUNCIL, HIGH SCHOOL   | LEV 5            |
| STUDENT COUNCIL, JUNIOR HIGH SCHOOL  | LEV 3            |
| STUDENT COUNCIL, ELEMENTARY (6)  | LEV 3            |
| INTRAMURAL COORDINATION (SEE LEVEL I, II, III UNDER<br>SITE SUPERVISION COMPENSATION, PAGE 1, EXHIBIT C) |                  |
| PARKING LOT SUPERVISOR, HIGH SCHOOL (4)  | LEV 4            |
| BUS LOADING SUPERVISORS (2)  | LEV 4            |
| RENAISSANCE ADVISOR  | LEV 5            |
| AFTER SCHOOL SCIENCE CLUB  |                  |
| COMMUNITY SWIMMING COORD   | \$17.50/HR       |
| CURRICULUM WRITING SERVICES  | \$17.50/HR       |
| DETENTION SCHOOL MONITOR   | \$17.50/HR       |
| CAREER PASSPORT  | \$ 750           |
| PSYCH SERVICES COORDINATOR   | \$5,000          |
| SUMMER SCHOOL PRINCIPAL, HIGH SCHOOL   | \$3,500          |
| SUMMER SCHOOL PRINCIPAL, ELEMENTARY (GRADES K-6)   | \$3,500          |
| SUMMER SCHOOL TEACHER  | \$20.00/HR       |
| TITLE I ORGANIZATIONAL SUPPORT   | \$1,000          |

|   |   |
|---|---|
| WORK STUDY COORDINATOR, HIGH SCHOOL   | \$2,000   |
| <b><u>EXHIBIT C-1, Page 5 of 5</u></b>  |   |
| <u>AREA/POSITION</u>  | <u>PAY LEVEL</u>                                  |
| <u>OTHER (CONT'D.)</u>  |   |
| HOME INSTRUCTION TUTOR, JR. HIGH & ALL ELEMENTARIES<br>(CERTIFIED POSITION)   | \$17.50/HR  |
| PATHFINDERS CAREER CLUB ADVISOR, JUNIOR HIGH  | \$500   |
| TECHNOLOGY SUPPORT & TRAINING, HIGH SCHOOL (5 DAYS)   | \$275/DAY   |
| TEEN COUNSELING   |   |
| HIGH SCHOOL - COORDINATOR   | \$2,500   |
| HIGH SCHOOL - PSI   | \$1,200   |
| JUNIOR HIGH   | 500   |
| CAREER EDUCATION COORDINATOR (1 PER BLDG.)  | \$750/POSITION                                    |
| INDIVIDUAL CAREER PLAN  |   |
| HIGH SCHOOL, JR. HIGH   | \$750   |
| AFTER SCHOOL INSTRUCTION TUTORS   |   |
| ALL BUILDINGS   | \$17.50/HR  |
| MENTORS (TO BE DETERMINED BY NO. OF NEW TEACHERS)   |   |
| LEVEL I MENTOR  | \$750/MENTOR                                      |
| LEVEL II MENTOR   | \$400/MENTOR                                      |
| EXTENDED SERVICE CONTRACTS  |   |
| MUSIC DIRECTOR, HIGH SCHOOL (235 DAYS)  | PAID AT PER DIEM                                  |
| MUSIC DIRECTOR, JR. HIGH (235 DAYS)   | PAID AT PER DIEM                                  |
| ASST. MUSIC DIRECTOR (235 DAYS)   | LEVEL 11  |
| LPDC COMMITTEE  |   |
| CHAIR   | \$ 500  |
| SCHOOLS WITH 1-40 TEACHERS  | \$ 500  |
| SCHOOLS WITH 41-80 TEACHERS   | \$1,000   |
| SCHOOLS WITH 81-120 TEACHERS  | \$1,500   |
| (HOPEFULLY SHARED BY 2 PEOPLE)  |   |
| <br><i>COMPENSATION FOR TRAINING &amp; COMMITTEE WORK PERFORMED<br/>         OUTSIDE THE REGULAR WORKDAY OR WORK YEAR TO BE PAID<br/>         IN TWO (2) PAYMENTS, ONE IN DECEMBER AND THE OTHER IN JUNE.</i> |   |
| MARC (MILFORD ARCHDIOCESAN RESOURCE CENTER) LIBRARIAN   | \$17.50/HR (CERTIFIED)<br>\$12.03/HR (CLASSIFIED) |

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

Position for Review \_\_\_\_\_ Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_

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

- 1a. New position for review \_\_\_\_\_ Requested Pay Level \_\_\_\_\_  
OR  
1b. Current position for review \_\_\_\_\_ Present Pay Level \_\_\_\_\_ Requested Level \_\_\_\_\_  
1c. Reason for request \_\_\_\_\_

**Section 2-Time**

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

| Duty  | Time  | Duty  | Time  |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Total time \_\_\_\_\_

**Section 3 – Responsibility:** Complete all sections that apply

- 3a. Number of students directly supervised \_\_\_\_\_
- 3b. If this supplemental position does not involve the direct supervision of students, explain how students benefit from this position.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3c. Number of staff members supervised/coordinated/directed \_\_\_\_\_
- 3d. Total number of special events/games/performances/meetings \_\_\_\_\_

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

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

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

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

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

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Date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_ Supervisor/Principal's Signature \_\_\_\_\_

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**TO BE COMPLETED BY THE SUPPLEMENTAL REVIEW COMMITTEE**

Supplemental Review Request:

Recommend Approval at \_\_\_\_\_ Pay Rate  Denied

Date \_\_\_\_\_ Signature \_\_\_\_\_

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**TO BE COMPLETED BY SUPERINTENDENT AND MEA PRESIDENT**

Request Approved at \_\_\_\_\_ Pay Rate  Request Denied

Date \_\_\_\_\_ Superintendent's Signature \_\_\_\_\_

Date \_\_\_\_\_ MEA President's Signature \_\_\_\_\_

**EXHIBIT E**  
**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT**  
**EXTRACURRICULAR RE-EVALUATION REQUEST**

**I. TO BE COMPLETED BY APPLICANT:**

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

POSITION \_\_\_\_\_

PRESENT SCHEDULE \_\_\_\_\_ REQUESTED SCHEDULE \_\_\_\_\_

REASON FOR REQUEST \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature

**II. TO BE COMPLETED BY EXTRA CURRICULAR REVIEW COMMITTEE:**

Evaluation Request:

Recommend Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

\_\_\_\_\_  
Date Signature

**III. TO BE COMPLETED BY SUPERINTENDENT/MEA PRESIDENT:**

Request Approved \_\_\_\_\_ Request Disapproved \_\_\_\_\_

\_\_\_\_\_  
Date Signature (Superintendent)

\_\_\_\_\_  
Date Signature (MEA President)

Attachments:

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

Position \_\_\_\_\_

Date \_\_\_\_\_

Name of Respondent \_\_\_\_\_

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

Current position for review \_\_\_\_\_ New position for consideration \_\_\_\_\_  
(A job description must be attached for a new position.)

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

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

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

Number of hours spent in practice \_\_\_\_\_

Number of hours spent in games \_\_\_\_\_

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

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

Number of hours spent in practice \_\_\_\_\_

Number of hours spent in games \_\_\_\_\_

Number of hours spent in travel, support, supervision \_\_\_\_\_

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

Number of hours spent in practice \_\_\_\_\_

Number of hours spent in games \_\_\_\_\_

Number of hours spent in travel, support, supervision \_\_\_\_\_

1c. Amount of Time Spent in Planning

Number of hours \_\_\_\_\_

**Section 2 - RESPONSIBILITY**

- 2a. Number of Students Directly Supervised \_\_\_\_\_
- 2b. Number of Paid Staff Members Supervised/Coordinated/Directed \_\_\_\_\_
- 2c. Handling of Finances (Total receipts from the activity during the year.) Check which category describes the total receipts from the activity during the year:
- |                     |       |
|---------------------|-------|
| \$ 100 - \$ 3,000   | _____ |
| \$ 3,001 - \$ 6,000 | _____ |
| \$ 6,001 - \$ 9,000 | _____ |
| \$ 9,001 - \$12,000 | _____ |
| \$12,001 - \$18,000 | _____ |
- 2d. Responsibility for Safety of Students
- |   |       |
|---|-------|
| Little or no possibility of injury to students  | _____ |
| Some possibility of minor injury to students    | _____ |
| Some possibility of serious injury to students  | _____ |
| Great possibility of serious injury to students | _____ |
- 2e.(1) Normal Public Attendance at Activity
- |             |       |
|-------------|-------|
| 0 - 250     | _____ |
| 251 - 500   | _____ |
| 501 - 1000  | _____ |
| 1001 - 1500 | _____ |
| 1501 - 2000 | _____ |
- 2e.(2) Win - Loss Pressure
- |        |       |
|--------|-------|
| None   | _____ |
| Little | _____ |
| Some   | _____ |
| Great  | _____ |
- If this position experiences pressure, give the rationale:
- 2e.(3) Total Number of Events/Performances \_\_\_\_\_

**Section 3 - ADDITIONAL RESPONSIBILITIES THAT SHOULD BE CONSIDERED**

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

*Only fully completed forms will be accepted for review.*

**Milford Exempted Village School District**

**EXHIBIT G**

Teacher: School: Grade:  
 Level/Subject: Evaluator:  
 Obs. #1: Obs. #2: Conference Date:  
 Obs. #3: Obs. #4:

Instructions: Rate the teacher's performance on any of the criteria for which you have evidence. Refrain from scoring in areas for which you do not have data. Use the following scale:

U = Unsatisfactory B = Basic A = Accomplished D = Distinguished N/O = No Opportunity to Observe

| Domain A: Planning and Preparation |  | Rating |  |
|------------------------------------|--|--------|--|
| A1                                 | Knowledge of relevant aspects of students' backgrounds and knowledge |        |  |
| A2                                 | Learning goals are clear and appropriate                             |        |  |
| A3                                 | Connections to past, present, and future learning                    |        |  |
| A4                                 | Methods, activities, and materials                                   |        |  |
| A5                                 | Evaluation/Assessment  |        |  |

| Domain D: Professionalism |   | Rating |  |
|---------------------------|---|--------|--|
| D1                        | Reflecting on extent to which learning goals were met |        |  |
| D2                        | Demonstrating a sense of efficacy                     |        |  |
| D3                        | Building professional relationships                   |        |  |
| D4                        | Communicating with parents/guardians                  |        |  |

**Domain A and D Summary**

**Domain B: Classroom Environment**

**Rating**

| B1 | Creating a climate that promotes fairness                               |  |  |
|----|---|--|--|
| B2 | Establishing and maintaining rapport with students                      |  |  |
| B3 | Communicating challenging learning expectations to each student         |  |  |
| B4 | Establishing and maintaining consistent standards of classroom behavior |  |  |
| B5 | Making the physical environment safe and conducive for learning         |  |  |

**Domain C: Instruction/Teaching**

**Rating**

| C1 | Making learning goals and instructional procedures clear to students         |  |  |
|----|--|--|--|
| C2 | Making content comprehensible  |  |  |
| C3 | Encouraging students to extend their thinking                                |  |  |
| C4 | Monitoring students' understanding, providing feedback, adjusting activities |  |  |
| C5 | Using instructional time effectively   |  |  |

**Domain B and C Summary**

**Recommendations with Means for Improvement**

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractual Recommendations:**

A. I recommend that this certified employee be issued:

\_\_\_\_\_ one-year contract

\_\_\_\_\_ two-year contract

\_\_\_\_\_ B. I recommend non-renewal for the reasons specified above.

\_\_\_\_\_ C. I recommend that this certified employee be given continuing status.

\_\_\_\_\_ D. I recommend that this certified employee with continuing stay on performance review cycle.

\_\_\_\_\_ E. I recommend that this certified employee with continuing status be placed on the professional review cycle.

\_\_\_\_\_ F. I recommend waiving the second formative evaluation.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

**Domain A: Planning and Preparation**

|   | <b>Unsatisfactory</b>  |  |   | <b>Basic</b> | <b>Accomplished</b> | <b>Distinguished</b> |
|---|--|--|---|--------------|---------------------|----------------------|
| <b>A-1<br/>Demonstrating Knowledge of Students</b>              | Makes little or no attempt to acquire knowledge of students backgrounds, interests, developmental levels, or skills            | Demonstrates knowledge of student's academic history, special & medical needs, and developmental characteristics of the age group, and attempts to use this knowledge to plan for the class as a whole | Demonstrates thorough knowledge of student's personal interests as well as student's academic history, special & medical needs, and developmental char. of the age group, and uses this knowledge to plan for individual students |              |                     |                      |
| <b>A-2<br/>learning goals clear and appropriate for student</b> | Goals are not aligned with Milford curriculum, not measurable, and written in the form of activities                           | Goals are aligned with Milford curriculum, measurable, and written in the form of student learning.  | Goals are aligned with Milford curriculum, measurable, written in the form of student learning, and adapted, when necessary, to the needs of different groups of students.  |              |                     |                      |
| <b>A-3<br/>Connections to past, present and future learning</b> | Lesson does not relate to past and future learning and/or to other subject areas, OR the teacher is unaware of the connection. | Can explain how lesson relates to past and future learning and/or to other subject areas   | Can explain how lesson relates to past and future learning and/or to other subject areas, anticipates student misconceptions  |              |                     |                      |
| <b>A-4<br/>Methods, activities, and materials</b>               | Has no knowledge of resources for planning or for student learning OR has knowledge of resources but is not using them         | Has knowledge and use of resources for planning, and knowledge of resources for student learning   | Has knowledge and use of resources for planning, and knowledge of resources reflect a variety of approaches to present content, taking into consideration different learning types  |              |                     |                      |
| <b>A-5<br/>Evaluation/ Assessment</b>                           | Assessment is not aligned with learning goals, and/or not used to inform instruction   | Assessment is aligned with learning goals, and is used to inform instruction   | Assessment is aligned with learning goals, various types are used to inform instruction, and are adapted, when appropriate to meet the needs of the whole class   |              |                     |                      |

**Domain B: The Classroom Environment**

|  | <b>Unsatisfactory</b>  | <b>Basic</b>  | <b>Accomplished</b>   | <b>Distinguished</b>  |
|--|--|---|---|---|
| <b>B-1<br/>Creating a climate that promotes fairness</b>                                 | Calls on same students, does not correct actions of disrespect, does not recognize student achievements and/or contributions   | Calls on students equitably, encourages respect and fairness (teacher to student and student to student), recognizes student achievements and/or contributions  | Calls on students equitably, encourages respect and fairness (teacher to student and student to student), recognizes achievements and/or contributions of all students  | Calls on students equitably, instills respect and fairness (teacher to student and student to student), recognizes achievements and/or contributions of all students  |
| <b>B-2<br/>Establishing and maintaining rapport with students</b>                        | Interactions with students and use of humor are inappropriate.   | Interactions with students are appropriate for age and background, uses humor appropriately   | Interactions with students are appropriate for age and background, uses humor appropriately, demonstrates concern/care for students, and makes students feel special  | Interactions with students are appropriate for age and background, uses humor appropriately, demonstrates concern/care for all students, makes all students feel special, and the students' and teacher's reactions are genuine   |
| <b>B-3<br/>Communicating challenging learning expectations to each student</b>           | Discourages creativity and risk-taking, Does not expect high quality work, no evidence of differentiation  | Allows creativity and risk-taking. Expects students to produce high quality work, some evidence of differentiation  | Encourages creativity and risk-taking. Expects students to produce high quality work, creates multiple opportunities for students to be active participants, evidence of differentiation  | Inspires creativity and risk-taking. Expects and motivates students to produce high quality work, creates multiple opportunities for students to be active participants, evidence of individualized instruction   |
| <b>B-4<br/>Establishing &amp; maintaining consistent standards of classroom behavior</b> | Has no established routines and procedures, no system for managing student groups, supplies and equipment, no transitions between activities, has low expectations for behavior, response to student misbehavior is inconsistent and/or inappropriate, unaware of student behavior, does not encourage students to assume responsibility for their actions | Has established routines and procedures, has system for managing student groups, supplies and equipment, has transitions between activities, has high expectations for behavior, attempts to anticipate misbehavior, response to student misbehavior is consistent and appropriate, monitors and maintains student behavior, encourages students to assume responsibility for their actions | Has established routines and procedures, has system for managing student groups, supplies and equipment, has smooth transitions between activities, has high expectations for behavior, anticipates misbehavior, response to student misbehavior is consistent and appropriate, monitors and maintains student behavior, using proximity, questioning, or redirection, encourages students to assume responsibility for their actions | Established routines and procedures followed without direction, system for managing student groups, supplies and equipment followed without direction, has seamless transitions between activities, has high expectations for behavior, prevents much misbehavior, response to student misbehavior is consistent and appropriate, monitors and maintains student behavior, using proximity, questioning, and redirection, convinces students to assume responsibility for their actions |
| <b>B-5<br/>Makes the physical environment safe and conducive for learning</b>            | Emergency procedures not posted, physical set up of classroom not safe or conducive for learning, there is evidence that procedures for safe movement within the classroom have been   | Emergency procedures are posted, physical set up of classroom is safe and conducive for learning, there is evidence that procedures for safe movement within the classroom have been taught   | Student work is displayed, emergency procedures are posted, physical set up of classroom is safe and conducive for learning, there is evidence that procedures for safe movement within the classroom have been taught  | Student work is displayed, emergency procedures are posted, physical set up of classroom is safe and conducive for learning and students contribute to ensuring that the physical environment supports the learning of all students   |

**Domain C: Instruction**

|  | <b>Unsatisfactory</b>   | <b>Basic</b>   | <b>Accomplished</b>   | <b>Distinguished</b>   |
|--|---|--|---|--|
| <b>C-1<br/>Making learning goals &amp; instructional procedures clear to students</b>  | Makes no mention of the goals of the lesson. Directions and procedures are confusing and inhibit students from completing the tasks/activities given to them  | Goals are addressed, but not clearly stated and/or posted. Clarity of directions and procedures enable the students to begin immediately but may require repetition in order for the students to complete the tasks/activities given to them.  | Goals are stated and/or posted in a clear and concise manner so students understand the goals of the lesson. Clarity of directions and procedures enable the students to begin immediately and complete the tasks/activities given to them  | Goals are stated and/or posted in a clear and concise manner so students understand the goals of the lesson. Clarity of directions and procedures enable the students to begin immediately and complete the tasks/activities given to them. Teacher anticipates and addresses possible student misconceptions.   |
| <b>C-2<br/>Making content comprehensible to students</b>   | Materials, activities and pacing are not classroom and grade-level appropriate  | Materials, activities and pacing are classroom and grade-level appropriate   | Materials, activities and pacing are classroom and grade-level appropriate, and instructional activities are engaging and relevant to students lives or to future and/or previous learning  | Materials, activities and pacing are classroom and grade-level appropriate. Students are highly engaged and are making relevant contributions to the representation of content, their lives and to future and/or previous learning   |
| <b>C-3<br/>Encouraging students to extend their thinking</b>   | Questioning and discussion is not used during instruction   | Questioning and discussion used during instruction is student and/or teacher led and some students are engaged in the discussion.  | Questioning and discussion used during instruction is student and/or teacher led and most students are engaged in the discussion. Questions and activities encourage students to think independently, creatively or critically about the content being taught.  | Questioning and discussion used during instruction is student and/or teacher led and all students are engaged in the discussion. Questions and activities encourage students to think independently, creatively or critically about the content being taught. Students formulate ongoing questions to clarify and extend thinking  |
| <b>C-4<br/>Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands</b> | Monitors lesson using formative and summative assessments and gives content feedback based on student understanding that is of poor quality and is not given in a timely manner. Adheres to instructional plan despite evidence of poor student understanding and assumes no responsibility for students' failure to understand | Monitors lesson using formative and summative assessments and gives content feedback based on student understanding, but feedback is uneven and its timeliness is inconsistent. Demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson, and seeds to ensure the success of all students | Monitors lesson using formative and summative assessments to successfully make adjustments during the lesson as needed. Gives immediate, specific, content feedback based on student understanding. Seizes opportunities to enhance learning, building on student interests or spontaneous events (teachable moment). Seeks effective approaches for students who need intervention.    | Monitors lesson using formative and summative assessments to successfully make adjustments during the lesson as needed. Gives immediate, specific, content feedback based on student understanding. Seizes opportunities to enhance learning, building on student interests or spontaneous events (teachable moment) Continually seeks effective approaches for students who need intervention using multiple strategies when needed |
| <b>C-5<br/>Managing instructional time effectively</b>   | Instructional routines and procedures are either non-existent or inefficient resulting in the loss of much instructional time.  | Instructional procedures are established. Materials and supplies are accessible. Students are either engaged in learning or assisting with non-instructional tasks. Transitions occur with some loss of instructional time. Communicates expectations to volunteers and paraprofessionals  | Instructional procedures are established and known by all. Materials and supplies are accessible and students know where and when to access them, when appropriate. Students are either engaged in learning or assisting with non-instructional tasks. Transitions occur smoothly with little loss of instructional time. Communicates expectations to volunteers and paraprofessionals | Instructional procedures are established and followed without direction. Materials and supplies are accessible and students know where and when to access them, when appropriate. Students are either engaged in learning or assisting with non-instructional tasks. Transitions occur smoothly with no loss of instructional time. Communicates expectations to volunteers and paraprofessionals                                    |

**Domain D: Professionalism**

|  | <b>Unsatisfactory</b>   | <b>Basic</b>  | <b>Accomplished</b>  | <b>Distinguished</b>  |
|--|---|---|--|---|
| <b>D-1<br/>Reflecting the extent to which goals were met.</b>  | Teacher does not reflect accurately on student learning or propose ideas as to how it might be improved   | Over time, teacher analyzes student learning. Teacher describes how future lessons might be adjusted based on the effectiveness of past lessons   | Over time, teacher analyzes a variety of measures to assess student learning. Teacher describes how future lessons might be adjusted based on the effectiveness of past lessons, drawing on an extensive repertoire to suggest alternative strategies  | Over time, teacher analyzes a variety of measures to assess student learning. Teacher describes how future lessons might be adjusted based on the effectiveness of past lessons, drawing on an extensive repertoire to suggest alternative strategies   |
| <b>D-2<br/>Demonstrating a sense of efficacy</b>   | Sense of professionalism is low. Does not comply fully with district and school regulations. Is not punctual to school and required meetings. Contributes to practices that are self-serving, or harmful to students.   | Maintains professionalism and confidentiality in interactions with colleagues, students and the public. Complies fully with district and school regulations. Is punctual to school and required meetings. Demonstrates that attendance is critical for student learning   | Maintains professionalism and confidentiality in interactions with colleagues, students and the public. Complies fully with district and school regulations. Is punctual to school and required meetings. Demonstrates that attendance is critical for student learning. Seeks ways to help students learn and answers. Open-minded and positive participation in decision making. Seeks solutions and demonstrates a positive attitude about individual and building goals. | Maintains professionalism and confidentiality in interactions with colleagues, students and the public. Complies fully with district and school regulations. Is punctual to school and required meetings. Demonstrates that attendance is critical for student learning. Seeks ways to help students learn and persists in looking for answers. Open-minded and positive participation in decision making. Seeks solutions and demonstrates a positive attitude about individual and building goals. Takes leadership roles with colleagues: sharing lessons, observing and offering feedback, mentoring, etc |
| <b>D-3<br/>Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students</b> | Relationships with colleagues are negative or self-serving, and teacher avoids being involved in school and district projects. Does not participate in professional development activities. Ignores feedback from peers, supervisors, and students. Does not utilize support staff. Does not communicate school relevant matters. | Relationships with colleagues are cordial. Participates in school events, committees, and projects outside the classroom when specifically asked. Professional development is limited to those which are mandated. Accepts feedback from peers, supervisors, and students. Utilizes support staff appropriately. Communicates school-relevant matters to all stake holders. | Exhibits mutual support and cooperates with colleagues through positive interaction and collaborative work. Volunteers to participate in school events, committees, and projects outside the classroom. Seeks out professional development. Asks for feedback from peers, supervisors, and students. Utilizes support staff appropriately. Communicates school-relevant matters to all stake holders   | Exhibits mutual support and cooperates with colleagues through positive interaction and collaborative work, often assuming leadership roles. Makes a substantial contribution to school events, committees, and projects outside the classroom. Actively pursues professional development. Asks for feedback from peers, supervisors, and students. Utilizes support staff appropriately. Communicates school-relevant matters to all stake holders   |
| <b>D-4<br/>Communications with parents and guardians</b>   | Has no system for maintaining accurate records or the system is resulting in errors and confusion. Makes no attempt to engage families in the instructional program   | Posts data by stated deadline. Maintains and up-to-date non-instructional records. Establishes and maintains communication with parents about curriculum, student behavior, and expectations  | Posts data by stated deadline without errors. Maintains accurate and up-to-date non-instructional records. Establishes and maintains frequent communication with parents about curriculum, student behavior, and expectations, engaging them in the instructional program.   | Posts data by stated deadline without errors. Maintains accurate and up-to-date non-instructional records. Establishes and maintains frequent communication with parents about curriculum, student behavior, and expectations, engaging them in the instructional program. Students participate in communicating with families  |

## **Domain D: Post-Observation Discussion**

### **D1: Reflecting on the extent to which learning goals were met**

1. What were the strengths and weaknesses of the lesson? What would you do differently? How does this lesson connect to past and future lessons?
2. Explain the methods of assessment you use, and how you use the data.  
Optional Evidence: tests, quizzes, student portfolios, progress charts, etc.

### **D2: Demonstrating a sense of efficacy**

1. What strategies have you used to make sure the needs of all your students are met?
2. What leadership roles have you taken when working with colleagues?  
Examples: sharing lessons, observing and providing feedback, being observed, mentoring, etc.

### **D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students**

1. Describe professional development activities you have or will be involved in last year, this year, or next? How is it evidenced in your practice?  
Optional Evidence: LPDC logs, certificates, work product, etc.
2. What committees or school events have you volunteered to attend?
3. How do you utilize building support staff? (interventionists, skills, paraprofessionals)

### **D4: Communicating with parents and guardians**

1. How and under what conditions do you communicate with parents/guardians?  
Optional Evidence: newsletters, syllabi, Edline, progress reports, email
2. How do you maintain accurate and up-to-date records?  
Optional Evidence: attendance, grades posted regularly, IEP progress, money collection, etc.

**EXHIBIT H-1**

**CLASS SIZE REVIEW REQUEST FORM**

School Year \_\_\_\_\_

Building \_\_\_\_\_

Grade Level \_\_\_\_\_

Teacher \_\_\_\_\_

Total Number of Students \_\_\_\_\_

A. Number of Title Students \_\_\_\_\_

B. Number of Inclusion Students \_\_\_\_\_

C. Number of Pullout IEP Students \_\_\_\_\_

D. Number of Gifted Students \_\_\_\_\_

Aide(s) assigned for Resource IEP \_\_\_\_\_

Other Aides \_\_\_\_\_

Amount of time aide(s) is available \_\_\_\_\_

Comments

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**EXHIBIT H-2**

**CLASS SIZE REVIEW REQUEST FORM**

**SECONDARY**

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

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

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

- Disproportionate amount of students enrolled in this course versus other courses offered during same class time.
- Disproportionate amount of IEP students in contrast to regular education students (does not include co-taught/Special Ed. specified courses).
  - No aide present/available for IEP students
- Over enrollment due to need for increase in number of sections
- Over enrollment due to limited:
  - Classroom/Lab space
  - Supplies available/ordered

Comments:

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OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

October 25, 2010

Mary Laurent, Administrative Assistant  
Bureau of Mediation  
State Employment Relations Board  
65 E. State St., Suite 1200  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2010 OCT 27 P 1:04

Re: **Case No. 10-MED-04-0547**  
**Milford Education Association and**  
**Milford Exempted Village School District Board of Education**

Dear Ms. Laurent:

Enclosed is the ratified and signed successor agreement between the Milford Education Association and the Milford Exempted Village School District Board of Education. This filing completes the negotiations process.

Sincerely,

Robin L. Busby  
Labor Relations Consultant

RLB /de

Enclosure: *CBA effective 07/01/10-06/30/13*

c: Tim Ackermann, Director of Human Resources – Milford Exempted Village School District (w/enclosure)  
Deborah Talbert, MEA President (w/enclosure)

