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STATE EMPLOYMENT
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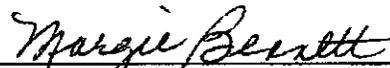
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MOUNT VERNON CITY SCHOOLS

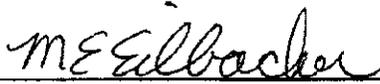
MASTER CONTRACT

BETWEEN

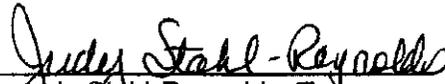
THE MOUNT VERNON BOARD OF EDUCATION
AND
THE MOUNT VERNON EDUCATION ASSOCIATION



Dr. Margie Bennett, President
Mount Vernon Board of Education



Ms. Eileen Eilbacher, President
Mount Vernon Education Association



Mrs. Judy Stahl-Reynolds, Treasurer
Mount Vernon City Schools

JULY 1, 2013 – JUNE 30, 2016

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ARTICLE 1
NEGOTIATIONS PROCEDURE

101 RECOGNITION

- A. The Mount Vernon City Board of Education (hereinafter Board) recognizes the Mount Vernon Education Association (hereinafter MVEA) an affiliate of North Central Ohio Education Association (NCOEA), Ohio Education Association (OEA), and National Education Association (NEA), as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

As used in this agreement, the term "Teacher(s)" is defined as, and the bargaining unit covered by this agreement is defined as: all licensed personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Director(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, the high school activities director, home instructors, aides, and substitutes working less than sixty (60) days in the same assignment (refer to provisions of Article IX concerning long-term substitutes).

- B. "Intervention specialist(s)" shall be defined as teachers assigned to learning disabled, visually impaired, and/or hearing impaired students who work an average of thirty-five (35) hours or more per week for the school year. Intervention specialists will be designated by the administration. Intervention specialists shall be considered members of the bargaining unit as defined above and shall be entitled, except as otherwise expressly limited herein, to all rights and benefits of this Master Contract.
- C. Recognition of the MVEA shall be for the term of this Master Contract. The representative status of the MVEA may only be challenged in accordance with the rules and regulations of the State Employment Relations Board (SERB) and Section 4117.07 of the Ohio Revised Code.
- D. The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract.

102 PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Scope

Those matters, which are negotiable, are: wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of any existing provision of this agreement.

B. Submission of Issues

Issues proposed for negotiations shall be submitted by both parties at the first meeting. No new items may be presented for bargaining by either party without the mutual consent of the other after the first meeting. The first meeting shall be held during the first week of April if a request to negotiate has been filed by either party. Said request must be made in writing and a copy must be sent to the State Employment Relations Board (SERB).

C. Negotiating Teams

Each party shall have the full authority to choose its own negotiating members. The Board and the MVEA shall be represented at all negotiating meetings by a team of negotiators not to exceed four (4) members each. The teams shall have the necessary power and authority to conduct negotiations. Either team may have up to two (2) observers at the table. Observers may not speak during the negotiations meeting without mutual consent. These teams may be modified by mutual consent of the parties. All negotiations shall be conducted exclusively between the teams.

D. Negotiating Meetings

All meetings shall be scheduled by mutual agreement. The time, place, and date for the next meeting will be established before adjournment of each meeting. Negotiations shall be completed within sixty (60) calendar days from the date of the first meeting unless extended by mutual consent. The negotiating teams shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in a sincere effort to reach mutual understanding on those matters being negotiated. All parties are obligated to deal in good faith. The Board shall pay for substitute teachers as needed if bargaining occurs during the work day.

E. Caucus

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

F. Exchange of Information

Prior to and during the period of negotiations, each party will provide the other, upon request and at no cost, all available information pertinent to the issues under negotiation, provided such requests are reasonable.

G. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations provided that the expenses of such consultants are borne by the party requesting such consultants. Lay consultants are defined as employees of the Mount Vernon School District, while professional consultants are defined as ones retained to consult with one or both of the negotiating teams.

H. Progress Reports

Periodic written progress reports to the public may be issued during negotiations and prior to impasse provided that any such releases have the prior approval of both parties. Once impasse has been declared, either party may provide the public with whatever information it wishes without the consent of the other.

103 AGREEMENT AND ACTION BY THE BOARD AND MVEA

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and signed by the negotiation teams.

This tentative agreement shall be acted upon by the MVEA general membership within fifteen (15) calendar days and submitted to the Board for its consideration. Within fifteen (15) calendar days after action by the MVEA, the Board shall act upon the tentative agreement. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall be binding on both parties. The proposed agreement shall be acted on as a whole.

104 IMPASSE PROCEDURE

A. In the event negotiations are not completed within sixty (60) days of the first meeting, either party may declare impasse. Once impasse has been

declared, the parties shall request a mediator from the Federal Mediation and Conciliation Service whose rules and regulations will govern the mediation process.

- B. Mediation shall last for thirty (30) days from the parties' first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist with the Association having the right to exercise its rights under ORC 4117.
- C. In the event there are costs and expenses, which may be incurred in securing and utilizing the services of a mediator, such costs will be shared equally by the Board and the MVEA.

105 SUPREMACY/SEVERABILITY

- A. This Master Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) of the Ohio Revised Code), and all policies, rules, and regulations of the Board.
- B. If any provision of the Master Contract between the Board and the MVEA shall be found to be contrary to law by a court of competent jurisdiction, after all appeals or times for appeal have been exhausted, that provision shall automatically be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- C. Upon the written request of either party, the parties shall meet within ten (10) days after receipt of such request to bargain over the impact of the automatic invalidation of the contract provision pursuant to subsection B. above and to bring the Master Contract into compliance. Notwithstanding Section 104 of this Master Contract, if the parties fail to reach agreement over the affected provision(s), the statutory dispute settlement procedure shall be utilized to resolve the dispute.
- D. The parties agree to bargain the impact of any changes to state and federal laws or mandates.

ARTICLE 2 GRIEVANCE PROCEDURE

201 PURPOSE AND DEFINITION

- A. The purpose of this procedure is to resolve a grievance at the lowest possible level. Both the Board and the MVEA agree that grievances will be processed as expeditiously as possible.
- B. A grievance is a disagreement involving a work situation in which a teacher, group of teachers and/or the MVEA believe there has been a violation, misinterpretation, or misapplication of:
 - 1. The written Master Contract entered into between the Board and the MVEA; or
 - 2. Rules, regulations, and procedures of the administration and the Board.
- C. Grievances, which involve a violation, misinterpretation or misapplication of the Master Contract, shall be grievable to binding arbitration as stated in Step Four of Section 202. Grievances, which involve rules, regulations and procedures of the administration and the Board, shall culminate with the hearing before the Board.
- D. A grievant shall be defined as any teacher, group of teachers, and/or the MVEA.
- E. Day shall be defined as a calendar day.

If the administrator or grievant should become ill or be on vacation, the time limits shall be adjusted for the period of absence up to a maximum of twenty (20) days.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement of the parties.

Failure of the grievant(s) to comply with the timelines, unless otherwise specified herein, shall be cause for the grievance to be waived.

Failure of the Board and/or administration to comply with the timelines shall allow the grievant to pursue the next step of the grievance procedure.

F. In the event a grievance is filed on or after June 1, the grievance procedure will follow its regular pattern except for the aggrieved person's or immediate supervisor's vacation period. The aggrieved must notify the appropriate administrative parties at the applied level of his vacation dates, so that the grievance may be resumed after his vacation has terminated.

G. Any teacher may be represented at any level of this grievance procedure by a person or persons appointed by the MVEA.

In the building, at least one teacher shall be named as the MVEA grievance representative and shall normally act as the representative at building level grievances and other normal times that a teacher desires a grievance representative. The teacher must be present, if possible, at all steps.

H. No reprisals or recriminations shall be taken against any teacher by reason of the teacher filing or taking part in a grievance.

I. The MVEA shall have the right to be present for the adjustment of any grievance. However, grievances under consideration by the Board in executive session shall not authorize the grievant and/or representative to be present in such executive session without the consent of the Board. There shall be no adjustment of a grievance by the Board during any executive session.

J. The MVEA president shall receive copies of the written disposition of all grievances required in Steps Two through Four of Section 202.

K. Immediate Supervisor shall be defined as the lowest level administrator with the authority to resolve a grievance.

202 GRIEVANCE PROCEDURE

Step One Any teacher having a grievance shall first discuss such grievance with his/her/their immediate supervisor and the teacher(s) shall have the right to be accompanied at such conference by his/her/their appointed grievance representative. The teacher will notify the supervisor that the discussion constitutes Step One of the grievance procedure.

Step Two If the discussion does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) shall have the right to lodge a written grievance with the grievant's immediate supervisor within 40 days of becoming or should have become aware upon the exercise of reasonable diligence of the alleged violation. A meeting date shall be mutually agreed upon and held between the grievant(s), grievance representative and the administration within 14 days of the filing of the grievance. Both the grievant(s) and the administrator may have present at such meeting those people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. The immediate supervisor shall take action on the written grievance within seven (7) calendar days after the conclusion of said meeting. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the grievant(s) and the MVEA president.

Step Three If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may appeal to the superintendent by submitting a written grievance and requesting a meeting. Said appeal shall be made within seven (7) days of receipt of the written response referred to in Step Two above. The meeting between the superintendent or his designee, the grievant(s) and the grievance representative shall be made within seven (7) days of receipt of the request. The grievant(s) shall have the right to be represented at such hearing by counsel and/or a grievance representative of the MVEA. The superintendent or his designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said meeting. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the grievant(s) and the MVEA president.

If the grievant(s) and/or the MVEA are not satisfied with the disposition of the grievance by the superintendent or his designee, the grievant(s) and/or MVEA may within seven (7) days of receipt of the written response, submit a written notice to proceed to the next step in the grievance procedure.

For grievances dealing with rules, regulations and procedures of the administration and the Board the grievants will submit in writing a request for a meeting with the Board exclusively for the purpose of a hearing on the said grievance. Such hearing will be held within thirty days of the Board's receipt of the request.

For grievances dealing with the written Master Contract, the grievance may be submitted to binding arbitration as follows:

Step Four Arbitration

1. If the MVEA wishes to appeal the Step Three decision, it must file a written appeal with the superintendent within seven days of the grievant's and/or MVEA's receipt of the decision at Step Three. If the decision is appealed and if the grievance involves an alleged violation of the Master Contract, the grievance shall be submitted to arbitration. The arbitrator shall be selected in accordance with the arbitration rules of the American Arbitration Association. All other procedures relative to the hearing shall be according to such rules.

The MVEA shall be the first to strike a name from the list, followed by the Board or its representatives, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the voluntary rules and regulations of the American Arbitration Association.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be mutually agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the parties.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Master Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching this determination.
4. The costs of the arbitrator shall be shared equally by the Board and MVEA. Each party shall be responsible for the payment of its own costs and costs initiated by such party except as otherwise mutually agreed upon.

Expedited Arbitration Procedures

The parties may mutually agree in writing to use the expedited arbitration procedures of the American Arbitration Association and such expedited procedures shall govern the hearing and proceedings.

ARTICLE 3 EVALUATION PROCEDURE

301 STANDARDS-BASED EVALUATION SYSTEM

A. Philosophy

The Mount Vernon Board of Education is adopting a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under the section 3319.112 of the Revised Code. This teacher evaluation policy is adopted in conformance with said framework.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

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

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to work with the Mount Vernon Education Association President to establish and maintain an ongoing Evaluation Policy Consultation committee, for the express purpose of recommending necessary changes to the Board and Association for the appropriate revision of this policy.

Definitions

1. "OTES" – Ohio Teacher Evaluation System as spelled out in 3319.111 and 3319.112 of the Revised Code.
2. "Teacher" – This policy applies to the following employees of the District:
 - a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction;
 - b. Teachers working under a permanent certificate issued under Section 3319.222 of the Revised Code as it existed

B. Standards-Based Teacher Evaluation

1. Teacher evaluations will utilize multiple factors, with the intent of providing a fair and meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective.

The above represents the standards created by the State Board of Education which will be used and are incorporated herein by reference.

2. The Superintendent shall annually cause to be filed a report to the department of education with the following information: number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each effectiveness rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.
3. Fifty percent (50%) of each evaluation will be based upon teacher performance or the evaluation percentage as prescribed by law, and fifty percent (50%) on multiple measures of student growth, if available, or the student growth percentage will be as prescribed by law. If the data is unavailable for any reason or unreliable, then the total (100%) evaluation will be based upon the 50% observation data.
4. Not later than September 15, or in the case of a teacher hired after the school year begins, within thirty (30) days of the first day worked; each teacher shall be notified in writing of the name and position of his or her possible evaluators, who shall be credentialed evaluator administrators in the district. Consistent with "e" on page 10.
5. A teacher with a continuing contract who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every two years. All teacher evaluations will be completed by May 1. Teachers

evaluated under this policy will be provided with a written copy of their evaluation results by May 10. Any teacher who will be non-renewed will be notified by May 10 in writing before any board action.

C. Assessment of Teacher Performance

1. Teacher performance will be evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Such performance will be assessed through a holistic process by trained-credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:
 - a. Understanding student learning and development and respecting the diversity of the students they teach;
 - b. Understanding the content area for which they have the instructional responsibility;
 - c. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
 - d. Planning and delivering effective instruction that advances individual student learning;
 - e. Creating learning environments that promote high levels of learning and student achievement;
 - f. Collaborating and communicating with students, parents and other educators, district administrators and the community; and,
 - g. Assuming responsibility for professional growth, performance and involvement.
2. The Board and the Association shall select or develop evaluation tools to be used in calculating teacher performance. These tools shall be aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

D. Observation Procedure

1. All teachers and staff members who will be evaluated herein will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
 - a. All teachers shall be evaluated based on two (2) observations each school year.

- b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) observations.
- c. The first observation must be completed by December 15.
- d. The second/third observation must be completed by May 1.
- e. There will be at least three (3) calendar weeks (fifteen [15] school days) between observations.
- f. All formal observations shall be preceded by a conference between the evaluator and the employee, if requested by either party.
- g. A post-observation conference shall be held within five (5) working days after the observation where the evaluator will give the teacher the completed observation form. The post-observation conference will include reflection from both parties.
- h. First observations will be announced.

2. Periodic Walkthroughs

- a. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Generally, teachers will have no more than three (3) walkthroughs in each observation cycle.
- c. Walkthroughs will be no more than fifteen (15) minutes each.
- d. Walkthrough results -- provided to the teacher by the evaluator within five (5) working days.
- e. If requested by the teacher or administrator, a final debriefing may be held with the teacher and the evaluator within five (5) working days of the receipt of the walkthrough results by the teacher. If corrective action is needed, a final debriefing will be held to discuss any corrective action. Additional walkthroughs may be necessary to assist the teacher in their corrective action plan.

E. Fairness

- 1. Should an issue arise with the teacher evaluation in which a teacher believes that fundamental fairness has not occurred, they shall have the following rights:
 - a. Shall be allowed to request a different evaluator and such request will result in a meeting with the

Superintendent or his/her designee, within 10 working days (days school is in session). While the Superintendent will have the final decision, he/she will consider all factors and will not unreasonably deny such a request. The Superintendent will be able to consider staffing issues in making such a decision.

- b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of any impending adverse personnel action.
- c. Any violation of either procedural or substantive due process shall automatically require reemployment under a one-year limited contract if eligible for a continuing contract or an appropriate limited contract if the teacher is not eligible for a continuing contract.

F. Assessment of Student Growth

1. Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for teachers where value-added scores are available. Other student growth measures shall be selected from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.
2. In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) or more unexcused absences for the school year from the teacher's classroom.
3. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement.

G. Professional Growth and Improvement Plans

1. Based upon the results of the annual teacher evaluation as converted to the "Evaluation matrix" (see appendix for form), each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers with above expected levels of student growth will develop a professional growth plan with a credentialed evaluator selected in conjunction with the building administrator.
- b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on his/her credentialed evaluator for the next evaluation cycle.
- c. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

H. Professional Development

1. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers as set forth in the collective bargaining agreement.
2. The Board shall provide for the allocation of financial resources to support professional development.

I. Personnel Decisions

1. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.
2. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations as set forth in the collective bargaining agreement. Comparable evaluations should be derived from multiple summative ratings. Starting in the 2013/14 school year, a teacher will receive a point total of four (4) for accomplished, three (3) for skilled, two (2) for developing and one (1) for ineffective.
3. Nothing in this provision limits the right of the Board to non-renew a contracted teacher as permitted by Ohio Revised Code. For the school years 2013-14 and 2014-15, any non-renewal of a teacher's contract will be based on walkthroughs, observations and evaluations. Beginning the 2015-16 school year the combination of evaluations and student growth

measures will be used to determine the teacher's numbered rating. A teacher who earned a student growth measurement rating from the 2012-13 school year will have their third student growth measurement by the Fall of 2015. A teacher who used a SLO during the 2013-14 school year will have their third student growth measurement by the spring of 2016.

4. Beginning in 2015-16 Reduction in Force or Comparability decisions will be made using student growth measures and teacher evaluations. Prior to 2015-16 school year all Reduction in Force or Comparability decisions will be based on walkthroughs, observations and evaluations.
5. Whenever a teaching assignment is changed by building (involuntarily) or by at least 2 grade levels or content area, the data for that year will not be included in the 3- year data period. The following year's data will be included with the two years of data preceding the transfer. If there is the possibility of the teacher's contract being nonrenewed during the first year of transfer, the evaluation will be 100% from walkthroughs, observations and evaluations.

J. Poorly Performing Teachers

Poorly performing teachers refers to teachers identified through the evaluation process set forth in these policies who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards based evaluation system.

K. Retention, Removal and Promotion of Poorly Performing Teachers

1. It is the purpose of this policy to improve the quality of instruction, enhance student learning and be a model of professional growth intended to be used continually to assist educators in improving teacher performance. The process is to be collaborative and in support of the teacher. Through this process, the Board will use this data to assist in employment decisions, including retention, promotion of teachers, renewal of teaching contracts, and, where necessary and with reliable data, removal/nonrenewal of poorly performing teachers.
2. The removal of poorly performing teachers shall be in accordance with the ORC and any applicable provisions of the Collective Bargaining Agreement.

3. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement between it and the Mount Vernon Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a teacher's contract that are evaluated under this policy in accordance with 3319.11 notwithstanding the teacher's summative rating.

L. Remediation of Deficiencies Identified During Observations and Walkthroughs

1. The remediation plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;
 - c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than three (3) weeks, as to allow for the remediation of identified deficiencies.
 - e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.
2. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school year shall be deemed completed.
3. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.
4. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) workdays after the observed deficiency occurs. The evaluator shall provide, in writing, to a

teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

ARTICLE 4
TEACHING CONDITIONS

401 INDIVIDUAL RIGHTS

The Board fully recognizes all personal rights and freedoms granted to teachers by the Constitution and the laws of the State of Ohio and the United States, and will abide by all laws that pertain to the teachers it employs.

Further, the Board recognizes that teachers have the right to engage in a variety of personal activities and the Board will not take disciplinary action against a teacher unless a teacher's personal activities interfere with the teacher's performance of his/her contractual duties. Nothing herein shall grant to any teacher the right to communicate to any Board member regarding matters which would otherwise constitute an unfair labor practice as contemplated pursuant to Chapter 4117 of the Revised Code.

402 INVESTIGATION OF COMPLAINTS

If a complaint is received which the administration decides to investigate, the investigator, who shall be the superintendent or designee, will meet with the complaining party and then the person against whom the complaint is made.

~~The person against whom the complaint is made will be given the opportunity to provide a comprehensive written response to the complaint if he/she chooses to do so.~~

After interviewing the complainant and the teacher against whom the complaint is made, the investigator will interview all witnesses each party identifies and, if possible, obtain a written statement from each witness interviewed.

After interviewing all of the witnesses, the investigator shall conclude the investigation and, after considering all of the evidence gathered during the investigation, take action he/she believes appropriate.

403 SCHOOL CALENDAR

- A. Every effort will be made to provide the best calendar for the students and teachers in the Mount Vernon Schools, and at the same time, to support a calendar which will enable the Mount Vernon Schools to cooperate with other Knox County Schools.

B. The following shall apply:

1. The regular work year will be one hundred eighty-six (186) days, categorized in the following manner:

One hundred eighty (180) days with students in attendance, three (3) or three and a half (3-1/2) teacher workdays and two and a half (2-1/2) or three (3) days for professional development as outlined in 3 below. One of the professional days is the flexible in-service day.

In addition, Martin Luther King, Jr. holiday will not be scheduled as a workday under any calendar adopted by the Board.

2. The three (3) days set aside over and beyond regular workdays are for professional growth, curriculum development, parent and student conferences, and other activities which are designed to promote improvement of the total educational program. Within this framework, the activities on these days will be determined cooperatively by the District Leadership team per the Ohio Improvement Process to carry out the philosophy and spirit for this purpose.
3. The equivalent of three (3) days will be set aside immediately preceding the first day of school with students. The days shall be scheduled as follows:

Grades K-5 – During the three-day period there will be the equivalent of one and one-half (1 ½) days for uninterrupted classroom preparation.

Grades 6-12 – During the three-day period there will be the equivalent of one (1) day for uninterrupted classroom preparation.

4. One (1) workday shall be set aside on the last day of the first semester and one (1) workday shall be set aside at the end of the second semester.
5. The Board may require individual teachers and/or the bargaining unit to work up to three (3) additional mandatory workdays each summer. These days will be paid at each teacher's per diem rate. These days shall occur during the first two weeks after the end of the regular teacher work year or two weeks prior to the beginning of the regular teacher work year.

Official notice must be given to affected teachers by February 1 of the dates of the additional workdays if scheduled in June, and April

1 of the dates of additional workdays if scheduled in August for the summer. Attendance may be waived for reasons that would be approved for absence during the regular work year. Personal leave shall not be approved for these days. Teachers who are enrolled in college courses which conflict with the scheduled workdays will be excused and will not be compensated for the additional workdays. However, by agreement by the teacher and administrator, alternative work may be undertaken and will be compensated.

6. Twenty-one (21) calendar days prior to recommending a school calendar to the Board, the superintendent will share his recommendations with the MVEA. The MVEA shall submit, in writing, commentary on the proposed calendar to the superintendent no later than seven (7) calendar days prior to said Board meeting. The superintendent shall present his recommendation and MVEA commentary to the Board and the Board will adopt a calendar.

C. Flexible In-Service Day

One of the professional development days during the school year (Section 403B) shall be a flexible in-service day which shall be subject to the following conditions:

1. Professional Development Day (Flexible In-service Day)

Staff shall be compensated for one professional development day during the school year. This compensation will be for professional development which may consist of teacher based teams (TBT) or building leadership team (BLT) meetings. It may also consist of professional development opportunities that take place outside the teacher workday.

Principals shall notify the treasurer's office of any employees that do not qualify for the professional leave day by May 1.

2. Teachers who attend 20 of their departmental TBT meetings will have met their flexible in-service day requirement. Attendance at BLT meetings (department chairs) may also be used for the flexible in-service day requirement.
3. The teacher will not be reimbursed by the Board for any cost he/she may incur while on the flexible in-service day.

4. Flexible in-service taken between May 1, 2012, and April 30, 2013, shall count for the 2012-2013 school year, and shall follow this pattern for the ensuing school years.
5. Flexible in-service may be taken in one (1) hour increments outside the school day, if not through TBT or BLT.
6. As the flexible in-service day is part of the one hundred eighty-six (186) day school year, failure to meet the requirements for the flexible in-service day in the course of the year as per (4) will require the employee be docked for 1/186th of his/her annual salary for the school year.

404 STUDENT/PARENT CONFERENCES

Student and parent/teacher conferences will be arranged at times agreed to between the participants. At least thirty (30) minutes before or thirty (30) minutes after the student school day shall be guaranteed to all students or parents for conferences with the teacher, upon request. K-12 parent/teacher conference days shall be established by the administration and designated on the school calendar.

Parent-teacher conferences at the various grade levels shall be scheduled as follows:

K-8 – After school on Wednesday, 5:00 p.m. - 8:00 p.m.; Thursday, 10:00 a.m. – 8:00 p.m., Friday, (no school).

9-12 – Fall: After school on Wednesday, 5:00 p.m. – 8:00 p.m.; Thursday, 10:00 a.m. –6:00 p.m.; Friday (no school). Spring: Day to be determined by yearly calendar, 5:00 p.m. – 8:00 p.m.

405 TEACHER WORKDAY

- A. The teacher workday for all K-5 full-time teachers shall be composed of:
 1. The hours of the student day excluding a thirty (30) minute duty-free lunch period;
 2. Forty-five (45) minutes of teacher planning outside the student day;
 3. A maximum of twenty-four (24) minutes of supervision outside the student day;
 4. Regular classroom teachers (K-5) shall be released from all student responsibility when the classes are scheduled for vocal music, art

and physical education, unless a substitute for special area teachers cannot be obtained;

5. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, in-service education, K-12 committees and building level committees.

B. The teacher workday for all 6-8 full-time teachers shall be composed of:

1. The hours of the student day excluding a thirty (30) minute duty-free lunch period;
2. Forty-five (45) minutes of teacher planning outside the student day;
3. A maximum of twenty-four (24) minutes of supervision outside the student day;
4. Any teacher that is assigned six (6) classes anytime during the school year will not have a duty during the student day for the school year;
5. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, in-service education, K-12 committees and building level committees.

C. The teacher workday for all 9-12 full-time teachers shall be composed of:

1. The hours of the student day excluding a thirty (30) minute duty-free lunch period;
2. Twenty-six (26) minutes of teacher planning outside the student day;
3. A maximum of twenty-four (24) minutes of supervision outside the student day;
4. Teachers in grades 9-12 will be assigned no more than five (5) periods of instruction during the workday. Instruction includes classes taught in correlation with their teaching license/certificate. Duties assigned, parent conferences, study halls, etc., do not count toward the five period requirement. Teachers in grades 9-12 may, on a voluntary basis, teach six periods a day;
5. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, in-service education, K-12 and building level committee meetings.

D. Part-time Teacher

Teachers who work less than full time will be considered to be in one of the following categories.

1. For a teacher teaching fewer than three classes, the salary will be prorated (8 period day) based on their periods of responsibility, including duty periods if assigned. Teachers in this category will not be entitled to a paid planning period or benefits.
2. For a teacher teaching three or more classes, the salary will be prorated (8 period day) based on their periods of responsibility, including duty periods if assigned. Teachers in this category will be entitled to a paid planning period and benefits.

406 SUBSTITUTE TEACHERS

The Mount Vernon City Schools shall make a reasonable effort to provide a qualified, licensed substitute whenever any regular classroom teacher, intervention specialist, or special area teacher is absent due to a supplemental assignment or due to any of the leave provisions listed in Article 7 of this contract.

407 CLASSROOM VISITATIONS

All arrangements for classroom visitations by college students, teachers from outside the system and all other members of the public shall be made through the building principal. The teacher shall receive at least twenty-four (24) hours advance notice of the visit and the purpose of the visitation.

The principal will advise the visitor(s) that they are to observe only and shall not become involved in the classroom operation. Visitation as used herein shall not be for the purpose of teacher evaluation.

408 FIELD EXPERIENCE AND/OR STUDENT TEACHER ASSIGNMENTS

- A. Teachers shall have the option to refuse to have student teachers or field experience students.
- B. Teachers shall have a minimum of three (3) years' experience in teaching with two (2) years' experience in the Mount Vernon School system before being assigned a student teacher.

- C. No more than one (1) student teacher, except in unusual circumstances, shall be assigned to a teacher in one (1) school year.

409 ADMINISTERING MEDICATION

Teachers will not be required to perform invasive medical procedures that a layman cannot perform or administer medication to pupils, but are required to take reasonable measures to assure the welfare of the pupils including during emergency situations. Teachers may be required to supervise the student's self-administration of medication in accordance with Board policies and procedures.

410 STUDENT HEARING

Any teacher who is required to testify at a hearing on a student suspension or expulsion shall have the right to be accompanied by an advisor of his/her choice. The advisor shall be at the teacher's expense and may only advise the teacher in the hearing process. The advisor may only be present in the hearing room when the teacher is permitted in the room.

411 RESIDENT EDUCATOR PROGRAM

A superintendent designee will lead a Mentor Program Oversight Board. In addition to the superintendent designee, the Oversight Board will be made up of three teachers and a principal.

The District will provide the number of training classes as recommended by the Mentor Oversight Board in the most cost efficient manner, solely or in conjunction with other entities.

The District will allocate \$5,000 per year for compensation of mentors from Race to the Top and/or other appropriate professional development funds. Mentors shall be compensated \$1,000 for the first year of the assigned resident educator's program and \$500 per year thereafter. Payment will be made annually following completion of prescribed duties.

This mentoring program will be conducted in accordance with the administrative regulations adopted by the ODE.

412 JOB SHARING

- A. Subject to approval of the superintendent, job sharing is a voluntary arrangement between two (2) teachers to share one (1) full-time teaching position.

- B. Job sharing arrangements are approved for one (1) year only. Job sharing partners may reapply for each subsequent year they wish to continue the arrangement.
- C. Teachers who wish to job share must submit an initial written request for such arrangement to the affected building principal. A meeting shall be held among the teachers, the principal, the superintendent or designee, and a representative of MVEA prior to approval. Teachers who wish to continue the job share arrangement beyond one year shall submit a written application to the affected building principal and provide a copy to the superintendent by March 1 for the ensuing year.

Job sharing requests will:

1. Confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;
2. Include a plan describing the teaching techniques, methods and grading practices of the proposed partners, and how these will be implemented to ensure compatibility, consistency, and continuity of instruction; and
3. Specify the manner in which the position will be split, including salary and benefits and the method for providing coverage for absences;

Following submission of the application, the proposed job sharing partners will arrange to meet with the principal of the building to discuss their application by March 15.

- D. The applications will be approved or rejected by the superintendent by April 1. The decision of the superintendent to approve or reject an application is not subject to the grievance procedure.
- E. The seniority accumulation of job sharing partners will be subject to Section 505 of this Agreement.
- F. The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force unless otherwise agreed in the plan.

413 SYNCHRONOUS INTERACTIVE VIDEO DISTANCE LEARNING (SIVDL)

- A. The purpose of Synchronous Interactive Video Distance Learning (SIVDL) is to provide educational opportunities for children and to maximize personnel resources. SIVDL will be used to supplement and enhance the curriculum.

- B. No teacher will be selected for an SIVDL assignment unless he/she notifies the superintendent in writing that he/she is interested in teaching an SIVDL course that has been posted.
- C. The evaluation of teachers of SIVDL courses shall be in accordance with the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator.
- D. Class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation.
- E. SIVDL teachers who, from time to time, may be required to use their personal automobiles to travel between sites to training or to other meetings regarding SIVDL shall be reimbursed for their mileage at the IRS approved rate.
- F. An SIVDL class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Recordings of SIVDL classes may be used for other purposes only by mutual consent of the teacher and the originating site district.
- G. Behavior, discipline, and supervision of SIVDL students at remote sites will be the responsibility of the remote site district.
- H. No SIVDL broadcast shall be provided to a school district where teachers are conducting a legal strike.
- I. A SIVDL teacher shall make a two-year (2-year) initial commitment to participate. For this initial commitment, the teacher shall be granted a supplemental contract in the amount of \$500; \$300 will be paid at the end of the first year and \$200 at the end of the second year. Any teacher already serving as a SIVDL teacher at the effective date of this agreement shall be granted this supplemental contract retroactively.

ARTICLE 5
TEACHER EMPLOYMENT AND CONTRACTS

501 INDIVIDUAL CONTRACTS, REGULAR

All teachers employed to perform regular duties by the Board shall receive written contracts. The regular individual contract shall include:

- A. Name of teacher;
- B. Name of the school district and board of education;
- C. Type of contract, i.e., limited or continuing. A limited contract will include the length of the contract;
- D. Annual regular salary to be paid and the basis used to determine the amount:
 - 1. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract; and
 - 2. Such information shall apply for each limited contract.
- E. Signature of the Board president, Board treasurer and teacher;
- F. In addition to the regular contract, teachers shall receive the following:
 - 1. The teachers under contract shall be notified no later than August 1 of their tentative assignment by the director of teaching and learning. A teacher will have a primary building assignment assigned for each school year by the director of teaching and learning. The primary building assignment for grade 6-12 teachers will be the building where the teacher spends the largest percentage of his/her work time. Teachers working in more than one building will be provided a calendar of assigned meetings prepared cooperatively by the principals of those buildings.
 - 2. A copy of the Master Contract that includes all items negotiated between the Board and the MVEA, distributed by the MVEA;
 - 3. The Board shall cause notice to be given annually on renewal of limited or issuance of continuing contract to teachers not later than June 30.

4. Salary notices shall be given to teachers under continuing contract no later than June 30 by the director of teaching and learning.

G. No teacher shall be required to sign a letter of resignation as a condition of employment. However, this provision does not apply to an individual employed for less than a full school year or who is hired to replace someone on Board approved leave.

502 SEQUENCE OF CONTRACTS ISSUANCE

A. Limited Contract

1. This statement on sequence of limited contracts is made to inform the teaching staff of the normal progression of limited contracts in this District. It is not intended to limit the Board of Education's statutory authority as to contract issuance.

The normal sequence of limited contracts shall be:

- a. One year, upon initial employment;
 - b. One year, upon reemployment, for second contract;
 - c. One year, upon reemployment, for third contract;
 - d. Two years, upon reemployment, for fourth contract;
 - e. Three years, upon reemployment, for succeeding contracts.
2. Any teacher on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).
3. Any teacher on a limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract as in 1. a.

B. Continuing Contract

This statement on continuing contracts is made to inform the teaching staff of the normal procedure for awarding continuing contracts in this District. It is not intended to limit the Board of Education's statutory authority as to continuing contract issuance. Continuing contracts shall be awarded based on requirements found in ORC 3319.08. A summary of those requirements is attached as Exhibit D.

1. If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, normal statutory options and procedures will be followed.
2. If a teacher becomes eligible for a continuing contract in a year previous to the final year of a multi-year limited contract, the procedure outlined below will be followed:
 - a. The teacher is required to inform the superintendent in writing of his/her request to be considered for a continuing contract no later than September 1.
 - b. If the teacher holds a professional or permanent certificate the teacher must submit the valid certificate to the superintendent by March 1. If the teacher holds a professional license that teacher must present evidence that the appropriate coursework as outlined in 3319.08 of the Ohio Revised Code has been completed.
 - c. The Board of Education, prior to April 30, shall at a regular meeting consider on individual merit the teacher's request.
 - d. If the Board of Education rejects the request or fails to take action on the request, it shall be based upon reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).

503 INDIVIDUAL CONTRACTS, SUPPLEMENTAL

- A. All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts, in addition to their regular contracts. The supplemental contract shall include the following:
 1. Name of teacher;
 2. Name of school district and Board of Education;
 3. Duration of contract and time period in which supplemental duty is to be performed;
 4. Title of the supplemental duty;
 5. The amount of pay, basis of pay, and pay periods;

6. Signature of the Board president, Board treasurer and the teacher.
- B. In addition to the contract, the individual shall receive a copy of the job description for that position.
 - C. The Board of Education shall cause written notice to be given to each teacher of a supplemental contract offer not later than July 1, or when a supplemental contract is offered after that date.

504 PERSONNEL FILES

- A. Location and Maintenance – The official personnel files of all teachers are kept at the Board of Education office. Personnel files of all teachers are maintained by the director of teaching and learning.
- B. Contents of Personnel Files – The official personnel files of all teachers shall contain, if available, the following items:
 1. Application for employment;
 2. Pre-employment references (confidential and/or non-confidential);
 3. Transcripts of training and education records;
 4. Copies of contract;
 5. Copies of current, applicable licenses and other licenses, which may be required or recommended for position held;
 6. Copies of evaluations of teacher performance as made by supervisory personnel;
 7. Appropriate letters of commendation or reprimand issued to the teacher by supervisors;
 8. Teacher replies to letters or evaluations;
 9. Appropriate medical records;
 10. Appropriate record of outstanding accomplishment of the teacher in school-related activities;
 11. Appropriate documents as required by specific sections of this contract.

- C. Each teacher will be made aware of any addition to his/her official personnel file, and will be shown or given a copy of all items, except confidential pre-employment references, as they are added to the file. Failure to make a teacher aware of such additions to the personnel file may not be asserted by the teacher after ninety (90) school days following such filing.
- D. Access to the official personnel file shall be available to each teacher and/or his/her designee, supervisory personnel, Board members and others as required by the Ohio Revised Code.
- E. A teacher shall receive verbal notification within twenty-four (24) hours of any request for access to their personnel file by any person not an administrator or a Board member. Such verbal notification shall be followed by a written confirmation of notification which will include the time, place and date access will be granted, as well as the name of the person requesting access. A reasonable attempt shall be made to schedule the access to such file by any person not an administrator or Board member at a time when the teacher may be present.
- F. Teachers shall have the right to place any items as listed in B. 7. and B. 10. into their personnel file.
- G. A teacher may dispute the accuracy, relevance, timelines and/or completeness of any information in the personnel file. If any material in the personnel file is found by the superintendent or his/her designee to be inaccurate, irrelevant, untimely and/or incomplete, such material shall be expunged from the personnel file. The discretion vested in the superintendent or his/her designee shall not be exercised in an arbitrary or capricious manner.
- H. The teacher shall have the right to attach a rebuttal to any information in his/her personnel file.

505 REDUCTION IN STAFF

When a staff reduction is necessary based on decreased enrollment of pupils, return to duty of regular teachers after approved leaves of absence, suspension of schools, territorial changes affecting the district and/or lack of funds, the following conditions shall apply:

A. Seniority

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
 2. Seniority shall accrue for all time a member is on active pay status including receiving worker's compensation benefits.
 3. Time spent on inactive pay status (unpaid leave or layoff) shall not count toward the accrued seniority, but shall not cause a break of continuous service.
 4. Seniority shall accrue based on the number of days worked (including paid sick and personal leave days) per year. One hundred twenty (120) days of service shall constitute a full year. Teachers who work fewer than 120 days per year shall have seniority accrual calculated by dividing the number of days worked by 186.
 5. No member shall accrue more than one year of seniority service in any work year.
- B. In making any reduction of staff, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. Equal Seniority

A tie in seniority shall occur when two or more members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior member:

1. The member with the first day worked; then
2. The member with the earliest date of employment (date of hire); then
3. By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

D. Loss of Seniority

Seniority shall be lost when a member retires, resigns or otherwise leaves the employment of the Board.

E. Posting of Seniority List

Each year the Board shall develop a seniority list, which shall include all areas of licensure. In each area of licensure, all teachers licensed in that area will be listed by seniority (whether currently assigned in that area or not) and contract status will be listed limited vs. continuing. The list will be developed by November 1 of each year and will be available in the office of the director of teaching and learning and posted in each school building. A copy of the list shall be provided to the Association president on or before the date of posting.

The MVEA shall have a period of 45 days after the posting of the seniority list to advise the superintendent or designee, in writing, of any inaccuracies in the list and the factual basis and supporting documentation to document that inaccuracy. The superintendent or designee shall review the material and make such adjustments as may be necessary, and advise the Union and the employee of the results of its investigation within 30 days. If a dispute still exists, the MVEA and the employee may appeal within 10 days. After this period, neither the Union nor any individual employee shall be permitted to protest the accuracy of the list, and the list shall be considered as final and binding until the next posting.

- F. The MVEA shall be notified of the extent of any contract suspensions at least thirty (30) calendar days prior to Board of Education action.
- G. Each individual who is the subject of a staff reduction will be so notified at least thirty (30) calendar days prior to action by the Board of Education. Said notice will include the reasons for the reduction and the reason for selection of said individual.
- H. Reduction shall first be covered by attrition. If further reductions are necessary, they shall be as described in paragraph B. Individuals on limited contract shall be suspended first. Cross licensure bumping will be applied.
- I. An individual whose contract was suspended because of staff reduction will be rehired to fill any position in which that teacher is licensed before any new person is considered to fill said position for a period of two (2) full years from the effective date of the suspension.

The teacher will be notified of recall by registered letter. Recalls shall be in reverse order from which reductions were made.

If a teacher whose contract has been suspended is employed on a full-time basis (exclusive of substitute teaching) in another school district said teacher shall only be eligible for recall to a position that will be open with an effective date at the beginning of a new school year. Further, said teacher must be able to resign his or her contract with the other school district in accordance with the Ohio Revised Code before he or she accepts a recall into the Mount Vernon System. Failure to accept a recall under these conditions shall forfeit his or her individual recall rights. If a position would become open at any other time, said teacher who is employed by another school district and would be at the top of the recall list shall be placed at the bottom of the recall list.

- J. An individual affected by a staff reduction shall keep on file with the director of teaching and learning, an updated address and telephone number. Failure to do so constitutes a waiver on the part of the individual of his/her rights for re-employment.
- K. The individual shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The individual shall pay 100% of the premiums directly to the treasurer of the Board of Education by the first of each month. Failure to pay such premiums by the first of each month shall void the individual's right to maintain insurance benefits for the duration of his/her suspension.

When the Board is to consider the elimination of vacated positions (represented by the bargaining unit), the superintendent shall notify, in writing, the president of the MVEA at least two (2) weeks prior to the distribution of the Board agendas.

506 TRANSFER, VACANCY AND PROMOTION

- A. Vacancy – A vacancy occurs when a teacher resigns, retires, dies or transfers to another position.
 - 1. Vacancies in teaching, supplemental, or administrative positions shall be posted on faculty bulletin boards in each school building and in the Central Office for not less than five (5) days prior to the positions being filled. Vacancies shall also be posted via the district's email system to teachers' school email addresses. Posting can be begun any time after a letter of resignation has been received by the superintendent or his designee. Postings and interviews may occur before the Board has officially acted on resignation. Deadlines for application will be stipulated.

2. Extended sick leave or unpaid leaves of absence are not considered vacancies.
 3. If, due to unexpected enrollment increases, it becomes necessary to add a part- or full-time kindergarten teacher after the first day of school, the posting requirement above is waived.
 4. Vacancies occurring between the end of one school year and the start of the next school year shall be advertised by regular U.S. mail to those teachers expressing a desire for such position and providing a summer address on the assignment preference form. The vacancy shall be posted at the Central Office and also transmitted via the district's email system to teachers' school email addresses.
- B. Voluntary Transfer or Promotion – This section is primarily to set forth procedures whereby teachers can make known their desire and be considered for a new assignment. Employed teachers, properly licensed, can make known their interest in changing positions opened through vacancy or created by the Board as made known to teachers in part A of this policy. Teachers may also request a change in position annually, by completing the form distributed by the superintendent or his designee to all teachers. Teachers must be or will be properly licensed by the effective date of the position considered. Teachers will be considered for such positions until the next annual form is distributed.
- C. Involuntary Transfer – An involuntary transfer shall mean a change in a teacher's assignment without the teacher's consent. The teacher may request, in writing, a meeting with the superintendent or his designee to discuss the reason for the transfer. No teacher shall be transferred to a position for which he/she does not hold licensure.

507 MAINTENANCE OF LICENSE

Each teacher must have a valid, unexpired teaching license, or true copy thereof, on file at Board of Education offices. No teacher shall be assigned to any position for which the teacher is not licensed. All teachers must maintain all teaching licenses held at the time of initial employment by the Board unless the teacher has not served in the area(s) of licensure in at least two (2) of the last eight (8) years.

508 RE-EMPLOYMENT AS A TEACHER AFTER RETIREMENT

The District may, on occasion, rehire a teacher who is receiving STRS service retirement benefits. The following parameters will be followed and shall supersede state statute(s), namely ORC 3319.11, 3319.111 and 3317.

- A. Any teacher who elects to retire must do so without regard to re-employment.
- B. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting, TB testing, agency fee and Medicare deduction.
- C. Retired teachers shall not possess seniority rights.
- D. A teacher retired under STRS who is re-employed shall start with a zero sick leave balance and accrue sick leave thereafter as a new employee. Upon ending employment with the Board the teacher will not be entitled to a severance or any other retirement benefit or payment.
- E. An employed retiree will be deemed ineligible for any District insurance plan coverage, including health, dental, vision and life insurance, and shall be denied any additional compensation to offset the retiree's healthcare costs. If STRS rules and/or state statute deny STRS-sponsored insurance coverage to a re-hired retiree, then that retiree shall be eligible to participate in the District's insurance programs.
- F. A re-employed retired teacher under STRS will be placed on one-year limited contract(s) for the duration of employment and is not eligible for continuing contract status. Such teachers may be evaluated but shall not be entitled to the procedures set forth in ORC 3319.11(g). The one-year limited contract expires automatically at the end of its term in the same manner as a supplemental contract.
- G. A teacher who retires and is re-employed by the Board shall be compensated at no less than BA Step 5 of the salary schedule or at any step and column beyond that as agreed between the teacher and the Board.
- H. A retired teacher re-employed by the Board shall receive all other contractual rights and benefits of the bargaining unit unless specifically excluded in this provision or elsewhere in the collective bargaining agreement. Specifically excluded benefits are transfer and vacancy rights, rights to supplemental contracts as a member of the bargaining unit, supplemental pay for college credit, and parental leave.

ARTICLE 6
SALARY AND FRINGE BENEFITS

601 SALARY SCHEDULE AND INDEX

The BA Step 0 base salary shall be \$35,015.96 effective for the 2013-2014 school year. The BA Step 0 base salary shall be \$35,628.74 effective for the 2014-2015 school year. The BA Step 0 base salary shall be \$36,341.31 effective for the 2015-2016 school year. Beginning with the 2013-2014 school year and for the life of this contract, horizontal and vertical movement on the salary schedule will be restored for bargaining unit members.

Mileage shall be at the IRS approved rate in effect on January 1 annually.

The School Nurse for the District will receive a \$20 a month cell phone allowance during the employee's work calendar.

602 SUPPLEMENTAL PAY

The Board of Education shall implement the supplemental salary schedule attached hereto and designated "Exhibit B."

603 SUMMER SCHOOL

- A. The rate of pay shall be paid at the pro rata hourly rate of the BA base, step 0, computed on a 7.5 hour day and a 186-day work year for the number of hours posted. Absences will be docked accordingly.
- B. Professional staff shall receive a supplemental contract, stating the salary and the way it was calculated, for teaching in the summer school program at the rate established in this article and at the time that it is determined that there is sufficient enrollment in the proposed course offering to support the program.
- C. Professional staff within the Mount Vernon School District shall be given preference over anyone not under contract during the immediate preceding year.
- D. A pay voucher signifying the conclusion of the contract must be submitted prior to payment by the Board of Education. A pay voucher will be paid at the next regularly scheduled teachers' payday (but not in the same week as submitted).

604 PAYROLL PERIODS AND RETIREMENT

- A. Payroll periods for teachers are based on the working year. A day's pay is equal to 1/186 of annual salary and is used in making deductions for absence.
- B. The annual salary due the member will be paid in twenty-four (24) equal installments, such payments to be made on the fifth (5th) and twentieth (20th) of every month. If the 5th or 20th falls on a Saturday, Sunday, or holiday, payment shall be made on the preceding Friday. This will become effective for the 2011-12 school year, so long as all District employee associations have agreed to twenty-four (24) pay periods.

If there is not agreement by all District employee associations, then teachers shall continue to be paid in twenty-six (26) equal pays, every other Friday. If the pay day falls on a holiday, the teachers' pay check will be processed on the preceding business day. There will be no more than twenty-six (26) pays in any fiscal year.

- C. Deductions for the State Teachers' Retirement System shall be made in twenty-six (26) equal payments.
- D. Electronic Deposit

Any employee enrolled in direct deposit as of July 1, 2008, shall be required to maintain such enrollment. All new employees will be required to use direct electronic deposit of pay.

Effective January 1, 2009, employees who use direct deposit will be able to access their deposit slip online. A paper deposit slip will no longer be provided.

The Board shall select the financial institution or other institution which it will utilize in order to implement this provision, and direct deposit will be made to those financial institutions which are part of the direct deposit network.

Those individuals not electing direct deposit shall receive their paychecks by U.S. mail.

605 HEALTH INSURANCE

Effective July 1, 2002, the Board of Education shall provide a health plan meeting the specifications of Exhibit C for the teacher under a regular teacher's contract who works half-time or greater.

Effective July 1, 2011, the teacher shall pay fifteen percent (15%) of the monthly premium for single or family coverage, and the Board shall pay eighty-five percent (85%) of the premium. For the period July 1, 2012, through June 30, 2013, the teacher shall pay 22.27% of the monthly premium for single or family coverage, and the Board shall pay 77.73%. (See Exhibit "C".) The Board shall implement a Section 125-A plan to enable employees to pay for their insurance premium contributions with pre-tax dollars.

A teacher may elect to contribute up to the federal limit in pre-tax dollars annually to a Health Care Flexible Spending Account. The Board shall assume the cost of any administrative fees.

606 LIFE INSURANCE

The Board of Education agrees to pay the premiums for each licensed employee for a \$12,000.00 life insurance policy or a policy in an amount equal to the employee's annual salary (to the nearest \$1,000.00), whichever is higher; provided the individual works half-time or greater. The policy shall include accidental death and dismemberment benefits.

The insurance shall be written by a company licensed to underwrite life insurance in the State of Ohio.

Additional life insurance may be purchased under the following guidelines:

The employee is entitled to buy, during the open enrollment time, up to \$100,000.00 additional insurance. (Currently the Board pays \$.15 per thousand dollars of coverage. Depending on different variables, the additional insurance could cost the same or less per additional thousand.) Additional life insurance may be purchased for spouses at amounts of \$5,000.00, \$10,000.00, or \$20,000.00. (\$20,000.00 is the most.) Policies can be purchased for children (up to age 21 if a full-time student) for \$2,500.00, \$5,000.00, and \$10,000.00. Also, at the time of open enrollment, this extra insurance can be purchased without proof of insurability (questions asked or physicals). Additionally, each year, at the anniversary date, an additional \$10,000.00 may be purchased (up to the maximums stated above) with no proof of insurability.

607 TAX SHELTERED ANNUITIES

The Board shall enter into agreement with any teacher under employment by the Board to withhold wages from the initial compensation stipulated under said employment contract and said portion withheld by the Board to be used in connection with the annuity purchase arrangement.

A. The teacher agrees to hold harmless the Board for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.

B. Companies

Upon the effective date of this agreement, any new company must be representative of at least five (5) teachers or one percent (1%) of the total full-time employees, whichever is greater, unless the company has an in-force contract with a new employee.

Enrollment, changes and additions to any annuity program can be made at any time in the Treasurer's Office. An employee, upon requesting a change, will be informed by the Treasurer's Office an expected effective date the change can be implemented. Implementation date is affected by internal payroll and verifications necessary from the annuity company.

The Treasurer's Office shall maintain and make available to the MVEA and to teachers, upon request, a list of annuity companies eligible for payroll deduction.

608 RETIREMENT PAY

A teacher may apply, in writing, to the treasurer for a retirement payment for any one of the following situations:

- A. If he/she entered the STRS retirement program within sixty (60) calendar days of his/her effective date of retirement from the Mount Vernon School District.
- B. If he/she is retiring from service with the Mount Vernon City Schools and has served a minimum of twenty (20) years in the Mount Vernon School District as a full- or part-time teacher (excluding substituting, intervention specialist, or home instruction).
- C. If a teacher dies while in active service with the School District, the eligible (for STRS retirement benefits) survivor may follow the procedures below and qualify for that teacher's retirement payment.

The following constitutes the basis upon which payment will be made:

- A. The maximum payment made under this section shall not exceed one-fourth (1/4) of two hundred twenty (220) days of accumulated sick leave for a maximum payment of fifty-five (55) days.

- B. Such payment shall be based upon the per diem rate of the teacher's pay (does not include any payments made under supplemental contracts) at the time of retirement.
- C. Payment on the above basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time.
- D. Such payment shall be made only once to any teacher.
- E. Such payment shall be made no later than sixty (60) calendar days after the teacher submits evidence of entering the STRS retirement program (in the case of a teacher entering STRS).
- F. Such payment shall be made no later than sixty (60) calendar days after effective date of retirement (in the case of a teacher retiring from the Mount Vernon City Schools after twenty (20) years as a full- or part-time teacher in this District).
- G. The Board will provide an application for retirement pay to the teacher following Board action on the retirement. The teacher must submit application within sixty (60) days of receipt or shall lose this benefit.

609 SUPPLEMENTAL PAY FOR COLLEGE CREDIT

- A. The Board of Education will provide a supplemental payment to eligible teachers per college credit course work taken. The payment will be the actual cost of tuition up to \$150.00 per semester hour and \$125.00 per quarter hour.
 - 1. The specific courses taken must have prior approval of the Superintendent or designee.
 - 2. For a graded course the teacher must receive at least a grade of B, or in the case of a pass/fail course, the teacher must receive a passing mark.
- B. Receipt of transcripts from the college or university must be within 120 calendar days of the date designated as the completion date of the course by the applicant. Upon request, the superintendent/designee shall change the date for an appropriate reason.

Tuition reimbursement will be made to the teacher within forty (40) calendar days of submission of the transcript to the superintendent or his designee.

- C. A fund of at least \$55,000.00 for each year (July 1 to June 30) shall be allocated for tuition reimbursement on a first-come, first-served basis for all licensed bargaining unit members, using the request forms as encumbrances against the amount.
- D. The teacher must agree to remain with the Mount Vernon Schools for the school year following completion of the course(s) or that individual must refund the reimbursement to the Board or have it deducted from the last paycheck, unless the reason for ending employment is a reduction in force.
- E. Intervention specialist(s) taking course(s) during the summer will not receive reimbursement until after the end of the first month of the next school year and must be employed for that year.
- F. Initially, teachers can apply for up to six (6) semester hours or nine (9) quarter hours. After all initial requests have been approved and funds set aside to cover the expenses of same, if funds still remain in the account, additional requests can be made for additional payments. All additional requests must be made in advance and will be paid in rank order one hour at a time until such time as the fund is exhausted.
- G. MA plus 15 hours must meet the conditions set forth on the salary schedule.

610 STRS PICK UP

The Board will pick up (assume and pay) the teachers' share of contributions to the State Teachers' Retirement System (STRS) of those teachers represented by the MVEA on the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each teacher shall be the percentage of the teacher's compensation as required by STRS.
- B. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- C. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick up.
- D. The pick up shall be effective May 1, 1984, and shall apply to all earned compensation including supplemental earnings thereafter.
- E. For Internal Revenue purposes, the W-2 form for each teacher shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick up.

- F. The negotiated salary schedule amount for each teacher shall be utilized for all other calculations for the purpose of compensation such as, but not limited to, unemployment compensation, sick leave, worker's compensation and severance pay.

If the teachers' STRS contribution rate is increased from 10% to 12%, and the Board's share is reduced from 14% to 12%, the Board shall add 1% to the base salary. This shall take effect on the same pay date that the contribution rate changes.

611 DENTAL INSURANCE

For the period July 1, 2012, through June 30, 2013, the teacher shall pay 15% of the monthly premium for single or family coverage, and the Board shall pay 85%. Effective July 1, 2008, the plan will cover white fillings for the entire mouth.

612 CLASSES TAUGHT BEYOND THE SCHOOL DAY

In the event the Board elects to offer additional classes outside of the regular teacher workday, the position shall be posted. All internal applicants for the position who have taught within the area of licensure necessary for the assignment within the immediately preceding three (3) school years shall be considered for the position and it shall be offered to one of them. If there are no internal applicants who have the necessary licensure for the position, it may be filled by the Board in its sole discretion from outside applicants. The person filling the position shall be paid at the rate for summer school.

ARTICLE 7
LEAVE PROVISIONS

701 ASSAULT LEAVE

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of physical assault on him/her while the member was performing duties required by his/her contract with the Board and which occurred on school premises or during a school sponsored function shall be entitled to assault leave. This leave shall not be available to an employee who willfully physically assaults another person. If the superintendent refuses the leave, the employee may take it directly to grievance at the arbitration level.

When such assault leave results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) school days per member per school year. This may be extended by the Board of Education. It is understood that in addition, an employee may use sick leave after exhausting assault leave or apply for workman's compensation. Finally, if eligible, an employee may apply for disability retirement.

Medical verification shall be furnished to the personnel office for all assault leave requests of more than one day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the member has been absent for three school days. In such event, the Board shall pay the full cost of the examination.

702 ASSOCIATION LEAVE

- A. The superintendent or his designee shall be granted authority to approve Association leave.
- B. Prior to administrative approval, Association leave requests shall be approved by the MVEA president.
- C. A maximum of twenty (20) days, with pay, shall be granted for Association business (e.g., Ohio Education Association Representative Assemblies, state meetings necessary to attend due to office held, etc.).

703 COURT LEAVE

- A. The Board shall grant Court leave when a teacher serves jury duty for any court of the United States, the State of Ohio or any other political subdivision.

- B. A teacher serving on jury duty whose service results in absence from work will be paid his/her full salary less any compensation received for serving as a juror. The teacher will notify the treasurer of any compensation received for serving as a juror.
- C. Teachers subpoenaed to testify in court cases because of matters involving the performance of their contractual duties unless said employee is testifying in a case brought against the Board by the Association or the employee requesting payment under this provision shall be paid his/her full salary while responding to the subpoena.

704 DISABILITY LEAVE

- A. Upon written request to the superintendent, a teacher shall be granted an extended leave of absence not to exceed two (2) consecutive years for illness or disability.
- B. Application for such leave shall be supported by appropriate medical evidence supplied and verified by a qualified physician (MD or DO). A corroborative statement from a physician (MD or DO) selected by the superintendent (at Board expense) may be required.
- C. Upon return to service, the teacher shall resume the contract status which he/she held prior to such leave.
- D. Disability leave shall be granted without regular pay.
- E. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payment shall be for the following month's premium (e.g., payment made March 1 will apply to coverage for the month of April). Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of his/her leave.
- F. The teacher must give notice by April 1 whether he/she will return for the upcoming school year.

705 EDUCATIONAL LEAVE

After five (5) years of employment in the Mount Vernon School District, a leave of absence may be granted by the Board of Education for up to one (1) year for the purpose of educational betterment or continued training in the field of education. The following provisions will apply:

- A. A teacher must submit, in writing, a plan for professional growth to the superintendent, prior to permission being granted, and, at the conclusion of the leave, provide written evidence that the plan was followed.
- B. Leaves granted will begin only at the beginning of the school year (effective the first day of a school year) provided the teacher has made application to the superintendent/designee no later than April 1, and only if a suitable substitute(s) is available. The teacher shall receive written notice of approval or rejection of the application prior to May 15.
- C. A teacher on educational leave must inform the superintendent, in writing, of the teacher's intention to return to active service. Failure to submit this written intent prior to April 1 of the year preceding the school year of the teacher's return, shall forfeit the teacher's right to return to the school system.
- D. No teacher shall be granted in excess of one (1) educational leave within a five (5) year period.
- E. Educational leaves of absence shall be limited to a maximum of five percent (5%) of the teachers at any one time.
- F. Educational leaves shall be granted without regular pay.
- G. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payments shall be for the following month's premium (e.g., payment made on March 1 will apply to coverage for the month of April). Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of this leave.
- H. The superintendent shall make every effort to reinstate the teacher to that teacher's original position or comparable position upon return to service from educational leave.

706 PARENTAL LEAVE

- A. Upon written notice to the superintendent, a teacher shall be granted a parental leave of absence without pay. If the first day of the leave is prior to January 1, the leave granted shall be for the remainder of the school year or at a time otherwise mutually agreed. If the first day of the leave is after January 1 in any school year, the leave shall be for the remainder of the school year or at a time otherwise mutually agreed. At the employee's

option, and provided the Board is notified no later than April 1 of that year, it may continue into the succeeding school year.

- B. A pregnant teacher may continue in active employment as late into pregnancy as desired, provided she is able to perform her required duties (see Sick Leave, Item 709 H). The superintendent may, and at Board expense, require a corroborative statement from the teacher's physician or the Board's physician at a time when teacher's performance is questioned.
- C. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payments shall be for the following month's premium (e.g., payment made March 1 will apply to coverage for the month of April). Failure to pay such monthly premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of his/her leave.
- D. A teacher adopting a child, upon written notice to the superintendent, shall be granted parental leave. The beginning of such leave shall be anytime during the first year after receiving de facto custody of a child of less than school age. The teacher shall notify the superintendent of his/her intent to begin such leave within one (1) month after notification from the placement agency of the effective date of de facto custody.
- E. The beginning date of parental leave for female teachers shall be after the teacher is medically able to work, but wishes to remain home with her newborn child or upon court order placement in the event of adoption. Such leave for male teachers shall begin anytime during the first year after the birth of the child. The return date shall be at the start of the school year in accordance with paragraph A or a time otherwise mutually agreed to by the superintendent and employee.
- F. The superintendent shall make every effort to reinstate the teacher to his/her original position or to a comparable position upon return to service from parental leave.
- G. The teacher must give notice by April 1 whether he/she will return for the upcoming school year.

707 PERSONAL LEAVE

- A. The superintendent/designee(s) shall approve all requests for personal leave. Prior requests will be made if at all possible.

- B. Teachers may be granted up to three (3) days of unrestricted personal leave with the following exceptions:
 - 1. No personal leave may be taken to earn additional compensation;
 - 2. No more than 6% of the bargaining unit may be on personal leave on the same day.
- C. Personal leave days are not cumulative from one school year to the next.
- D. If a teacher uses no personal leave days during a given year, two (2) days shall be added to the teacher's sick leave accrual, up to the agreed maximum accrual. If a teacher uses one (1) or two (2) days of personal leave, then one (1) day shall be added to the teacher's sick leave accrual, up to the agreed maximum accrual.

708 PROFESSIONAL LEAVE

- A. Funding and Application
 - 1. Funds for professional leave activities for teachers shall be allocated on a fiscal year cycle (July 1 to June 30) whenever it is financially possible.
 - 2. Each school building will be provided a certain amount of money each school year for professional leave. The amount of the fund shall be determined by the number of teachers regularly assigned to a building with those working in more than one building being counted as assigned to the building where the teacher's primary evaluator is located.
 - 3. All requests for professional leave shall adhere to the following procedure:
 - a. A request form must be completed and submitted to the appropriate building principal prior to the date of the attendance at the activity;
 - b. The building principal recommends or does not recommend the request and submits the request to the superintendent or his designee prior to the date of the attendance at the activity;
 - c. The superintendent or his designee approves or disapproves the request and notifies the teacher prior to the date of the attendance of the activity.

4. The superintendent or his designee has the authority, if there is a shortage of funds or the request is overly expensive, to determine a level of Board financial support, and the teacher would be allowed to make up the difference.

B. Uses of Professional Leave

1. Teachers may attend meetings when the primary purpose is for the improvement of instruction without loss of pay, sick leave accumulation, or personal leave if:

- a. The teacher's attendance is required as an elected official or director of the professional organization, and if,

- 1) No more than four (4) days are to be used during any one (1) school year, in addition to attending the annual convention;

- 2) The Board assumes the cost of the substitute; and reasonable costs of meals, lodging, registration, and travel not provided by the professional organization.

- a) Expenses as listed in 1. a. 2) b) below will not be reimbursed in an amount greater than the "estimate of expenses" approved prior to the trip, unless justified to the superintendent or his/her designee.

- b) The district will reimburse for lunch on any day that lunch is not included on the registration fee. For overnight professional leaves the district will not reimburse for breakfast on the first day and supper on the last day. All requests for reimbursement must be accompanied by receipts for expenditures (except for mileage).

- b. The teacher is attending a meeting as a representative of the Mount Vernon Board of Education, and if the Board assumes the cost of the substitute and reasonable cost of meals, lodging, registration, and travel not provided by the sponsoring organization.

- 1) Expenses will not be reimbursed in an amount greater than the "estimate of expenses" approved prior to the

- trip unless justified to the superintendent or his/her designee.
- 2) All requests for reimbursement must be accompanied by receipts of expenditures (except for mileage).
2. Each teacher may have one (1) day per school year to visit another school without loss of pay or sick leave accumulation if:
- a. The school visitation is to be within the Mount Vernon School District, and if:
 - 1) Approval of the host school's building principal is received by the teacher's building principal prior to visitation,
 - 2) Board will assume only the cost of the substitute for the visiting teacher for the day.
 - b. The school visitation is to be outside the Mount Vernon School District, and if:
 - 1) Approval of the host school's building principal is received by the teacher's building principal prior to the visitation,
 - 2) Board assumes the cost of the substitute and, if approved by the teacher's building principal prior to the trip, the reasonable cost of travel, meals and lodging,
 - a) Expenses as listed in 2. b. 2) b) below will not be reimbursed in an amount greater than the "estimate of expense" approved prior to the trip unless justified to the superintendent or his/her designee.
 - b) All requests for reimbursement must be accompanied by receipts of expenditures (except for mileage).
 - 3) The distance traveled should only be as great as is necessary to achieve the professional purpose of the visitation.

3. All requests for reimbursement of expenses for professional leave must be submitted to the superintendent/designee within sixty (60) calendar days of completion of the leave or the teacher forfeits any claim to reimbursement. Reimbursement shall be made within thirty (30) calendar days of submission of the request of reimbursement.
 4. Other means of providing professional development such as college credit and non-credit courses, shared time, after school and weekend meetings and seminars, visiting, K-12 committee functions and deliberations, attendance at professional meetings, etc., will be supported and encouraged by the Board and teachers. District- or Administration-directed initiatives will be discussed in Labor Management meetings prior to implementation. Teachers who are required to work outside of their workday as a result of these initiatives will be compensated at an hourly rate equal to the BA Step 0 rate.
- C. Teachers will be granted one professional leave day for the National Board Certification test.

709 SICK LEAVE

- A. Teachers shall be granted sick leave according to the provisions of this article.
- B. Teachers employed by the Board, upon approval of the responsible administrative officer, may use sick leave for the following reasons limited to the total accumulation of unused sick leave:
 1. Personal illness or injury;
 2. Pregnancy;
 3. Exposure to contagious disease;
 4. Illness, injury or death in the immediate family;

Immediate family means spouse, children, father, mother, brother, sister, aunt, uncle, niece, nephew, grandparents and grandchildren and those who are of the same relation to the employee's spouse as stated above, and members of the immediate household or persons who have assumed a similar legal relationship to the teacher.

5. Doctor and dental appointment;

In the case of doctor or dental appointment, prior agreement must be made with the building principal. Such leave to be granted only if conflict with regular school duties is unavoidable.

6. Adoption

Teachers may use up to thirty (30) days of sick leave for absences occurring during a six (6) consecutive week period for the purpose of adoption of a child.

The teacher shall provide documentation from the adoption agency/service which specifies requirements for the teacher's time off work.

The teacher shall give the Board a minimum of thirty (30) days notice or as early as possible of the need to use sick leave for adoption.

For the adoption of children of preschool age, leave may be used for travel, establishing residency, and other requirements set forth by the adoption agency/service. Days remaining within the thirty (30) day limit may be used for the purpose of care, bonding and/or acclimation of the child.

For school age children, the teacher may use sick leave for the purpose of travel, establishing residency, and other requirements set forth by the adoption agency/service.

7. When an employee's spouse gives birth to a child, the employee shall be entitled to use up to ten (10) days of earned sick leave following the mother's discharge from the hospital. The employee shall notify their building principal the number of days they plan to use. The employee may request additional days in writing to the superintendent/designee, provided the employee has accrued those days requested. Such request shall be made at least three (3) workdays before the ten (10) day limit has expired. The superintendent/designee will respond in at least two workdays to the employee's request. The employee will not be eligible to work their supplemental position(s) during the entire leave.

C. Teachers shall earn sick leave credit at the rate of one and one-fourth (1 ¼) days per month while under contract with the Board.

1. Maximum annual sick leave accumulation of fifteen (15) days;

2. Sick leave shall accrue to a total accumulation of two hundred and twenty (220) days of sick leave;
 3. A teacher without accumulated sick leave shall be credited five (5) days of sick leave;
 4. Newly employed teachers who present proper certification of unused sick leave days from another public school district in Ohio or other public state of Ohio agency shall be credited fully with up to two hundred and twenty (220) days immediately upon entering service in the Mount Vernon City Schools;
 5. Professional employees who render part-time or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- D. The Board shall require a teacher to furnish a written, signed statement on forms provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. Nothing in this policy shall be construed to waive the physician-patient privilege provided by Section 2317.01 of the ORC.
- E. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the ORC.
- F. Legal school holidays observed by the school calendar shall not be included as part of the absence.
- G. School physicians may make examinations of teachers and the school employees and inspections of school buildings as, in their opinion or at the request of the superintendent, the protection of the health of the teachers and other school employees require.
- H. Sick leave with pay will be applicable for pregnancy-related absence. Pregnancy, as such, is an allowable cause for an employee of the Board of Education to use sick leave. The employee, at her discretion, will be granted parental leave at any time during pregnancy.
- I. Sick Leave Bank
- Effective with the 2012-2013 school year, a Sick Leave Bank shall be established.

1. Purpose

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or catastrophic injury or family illness or catastrophic injury to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness or catastrophic injury.

Use of days from the Sick Leave Bank will be limited to PERSONAL illness of the bargaining unit member, spouse, or the bargaining unit member's dependent children and/or parents. A doctor's statement is required with the application in order to be considered.

2. Establishment

Members may enroll in the Sick Leave Bank during the initial enrollment period, which shall be the month of September, 2012, or during the subsequent enrollment periods, which shall be during the month of September of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

3. Length of Membership

Membership in the Sick Leave Bank shall be for the duration of this Agreement.

4. Sick Leave Bank Committee

The Sick Leave Bank Committee shall be composed as follows:

- a. The Superintendent or his designee shall serve on the committee.
- b. Three members appointed by the Association President shall serve on the committee.
- c. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SLBC).

- d. The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.
- e. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.
- f. Decisions of the SLBC are final and non-grievable.

5. General Procedures

- a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
- b. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
- c. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
- d. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period. Additional days may be granted at the discretion of the SLBC.
- e. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
- f. Days may not be received from the Bank for absences due to disabilities that qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.
- g. Whenever the total number of available days in the Sick Leave Bank falls below twenty five (25), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

- h. Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.**

ARTICLE 8
ASSOCIATION RIGHTS AND RESPONSIBILITIES

801 ASSOCIATION RIGHTS

- A. The MVEA shall be granted the following rent-free privileges with the approval of the building principal and at times that do not conflict with school activities:
 - 1. Use of school facilities for meetings. Meetings shall be arranged at times beyond the teacher's workday and in keeping with the Board regulation governing the use of buildings;
 - 2. Use of school equipment, such as copiers, calculators, and audio visual machines;
 - 3. Use of any building facility for communication between the MVEA and its members;
 - 4. Use of the internal mail system.
- B. The MVEA shall be granted the privilege of the use of the copier and other duplicating equipment with the following provision: Board-purchased consumable materials used by the MVEA (i.e., copying charges, paper) shall be paid for by the MVEA at Board cost.
- C. The MVEA shall annually, prior to September 15, request in writing to the superintendent, the privilege of distributing MVEA materials on a system-wide basis. Such materials shall be identified in the request. The use of the internal mail system on a district-wide basis should be included in this request.
- D. Association representatives shall be allowed visitations with teachers in all school buildings at times that are not disruptive to the educational day or to schedule building meetings under the following conditions:
 - 1. A member of the Grievance Committee (MVEA president, president-elect, vice president, immediate past president, and negotiation team member(s) and the UniServ consultant) shall be allowed visitations with teachers in all school buildings during the teachers' non-student contract time. Representatives must report to the main office upon entering the building.

2. If the representative is a Board employee from another building, that representative's building principal must first approve leaving the building.
- E. The Board and the Association agree to work together to make sure that the MVEA president can fulfill his/her role in an effective manner.

802 LABOR-MANAGEMENT COMMITTEE

- A. The Labor-Management Committee shall consist of up to six (6) representatives selected by the MVEA President and three (3) representatives selected by the Superintendent.
- B. The parties are committed to attempting to resolve issues at the lowest possible administrative level.
- C. Agenda items shall be exchanged three (3) work days in advance of the scheduled meeting. Items may only be added to the meeting's agenda thereafter by mutual agreement.
- D. Upon request, the Committee shall meet monthly. The agenda for the meeting will be drawn up by the superintendent and the MVEA president. Either party may request further meetings of the Labor-Management Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the meeting shall be limited to those items listed in the agenda.
- E. The purpose of the Labor-Management Committee is to keep communications open between the MVEA and the Board. Negotiations or renegotiations of the contract or grievance handling shall not be a function of this Committee; however, clarification of the existing agreement and the grievance process may be a function of this Committee by mutual agreement.
- F. A joint report prepared and agreed to by the MVEA representatives and the Board representatives will be made at the conclusion of each Labor-Management Committee meeting. The Labor-Management Committee reports will be sent to all concerned parties.
- G. The MVEA representatives and the Board's representatives will be empowered to make decisions for the Association and the Board.
- H. Both sides shall be accountable for accurately reporting the results of the Labor-Management Committee.

803 PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the pay of teachers, dues for United Education Profession (UEP) when so authorized, in writing, by each teacher desirous of having such dues deducted. The MVEA shall be responsible for the clerical work necessary to present such authorization and list to the treasurer at no expense to the Board.
- B. Individual authorization forms for dues deductions shall be furnished by MVEA.
- C. Dues deductions shall be transmitted by the treasurer to the local Association treasurer as soon as possible after deductions are made.
- D. Dues deduction authorization shall be filed annually prior to October 20. The deductions shall be made in 16 installments, twice monthly, beginning in November and ending in June.
- E. If a teacher is hired after the October 20 deadline in D, a dues deduction authorization may be filed not later than February 15. The deductions shall be made in eight (8) installments, twice monthly, beginning in March and ending in June.
- F. The right to refund to teachers' monies deducted from their pay shall lie solely with MVEA. The MVEA agrees to reimburse any teacher directly from the MVEA treasury for the amount of any dues deducted by the Board and paid to MVEA whenever the deduction is in excess of the proper deduction, and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.
- G. Upon receipt of the "Continuing Membership Enrollment Form" (provided by MVEA), dues deductions for the United Education Profession shall be continued from year to year until the treasurer of the Board is notified in writing that the individual teacher no longer wishes to participate in the continuing membership program. The withdrawal of continuing membership must be done between the first contracted day of the school year and September 20 of that year. The treasurer of the Board shall notify the president of MVEA of any such withdrawals.

The Association shall provide to the treasurer of the Board on or before October 20 of each year a complete list of names and amounts to be deducted.

- H. In addition to UEP dues, teachers will also have the right to payroll deductions, at no cost, for:

OEA/NEA Fund for Children and Public Education (FCPE) (twice monthly deductions)
Tax Sheltered Annuities (twice monthly deductions)
Credit Union (twice monthly deductions)
The United Way (monthly deductions)

804 PROFESSIONAL COMMITTEES

The Board and MVEA shall establish the following professional committees.

Each committee shall be governed by operating procedures which will be established by that committee.

Members of the committee will be comprised of members of MVEA, appointed by the MVEA President, and principals, appointed by the Superintendent. The chair of each committee will be the Superintendent's designee. Each committee shall have no more than equal representation.

If any of the listed committees are no longer necessary, then they will be dissolved with agreement from both MVEA and the Board.

Decisions of the LPDC and/or SLO committees may be appealed as per the rules by the LPDC and/or SLO and are not grievable through the grievance procedures of the Collective Bargaining Agreement.

Members of the professional committees will be compensated according to the following schedule in two equal installments. Installment of the first pay will be after January 1, and second installment will be the first pay after June 1.

A. Local Professional Development Committee (LPDC)

1. There shall be seven (7) members of the LPDC. Four (4) appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$2,000 annually.

B. Teacher Evaluation Committee

1. There shall be four (4) members appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$2,000 annually.

C. Student Learning Outcome Committee (SLOC)

1. There shall be four (4) members appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$1,500 annually.

D. Health Insurance Committee

1. There shall be three (3) members appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$350 annually.

E. Master Teacher Committee

1. There shall be four (4) members appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$250 annually.

F. Professional Development Committee

1. There shall be eight (8) members appointed by the MVEA President for a one (1) year term.
2. The committee members will each be paid \$500 annually.

ARTICLE 9
LONG-TERM SUBSTITUTES

901 LONG-TERM SUBSTITUTE TEACHERS

Long-term substitute teachers (herein substitute teachers) are substitute teachers employed in the same assignment for sixty (60) days or more in the same school year.

Substitute teachers employed and assigned to one specific teaching position for sixty (60) days or more in the same school year will, on and after the sixty-first (61st) day of that assignment, be considered members of the bargaining unit for the purpose of exercising the right under this Master Agreement as set forth below. Such rights shall be extinguished at such time the teacher for whom the substitute is replacing returns to duty during the school year. A substitute teacher who is ultimately found to have been assigned to one specific teaching position for each day of the entire school year shall be paid the difference between that salary received and that salary which should have been received if such substitute teachers had been placed on the regular salary schedule for the first sixty (60) days of the school year.

Nothing herein shall be deemed to create the right of a substitute teacher to be assigned to any vacancy occurring in the position for which such substitute teacher has been assigned.

- 202 Grievance Procedure
- 401 Individual Rights
- 402 Investigation of Complaints
- 404 Student/Parent Conference
- 405 Teacher Workday
- 406 Substitute Teachers
- 407 Classroom Visitations
- 409 Administering Medication
- 410 Student Hearing
- 503 Individual Contract – Supplemental (if applicable)
- 504 Personnel Files

- 601 Salary Schedule and Index (placed on schedule effective the sixty-first (61st) day and paid on per diem basis on two-week delay)
- 602 Supplemental Pay (if applicable)
- 605 Health Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)

- 606 Life Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)
- 607 Tax Sheltered Annuities
- 610 STRS Pick-Up
- 611 Dental Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)
- 701 Assault Leave
- 703 Court Leave
- 706 Parental Leave (for the remainder of current school year only)
- 707 Personal Leave (pro-rated on number of days to be taught less sixty (60) divided by one hundred eighty-six (186). All multiplied by three (3) to the nearest half day.)
- 708 Professional Leave
- 709 Sick Leave (begin accumulation and use on the sixty-first (61st) day)
- 803 Payroll Deductions (if timelines can be met)
- 1101 Calamity Days

If a substitute teacher is reassigned or released from a long-term assignment, the substitute teacher ceases to be a member of the bargaining unit and ceases to be eligible for the salary and benefits provided.

Full-year substitute teachers – If a substitute teacher begins his/her assignment on the first teacher day of the new school year and will be in that assignment for the entire one hundred and eighty-six (186) days:

- A. The substitute shall be placed on teachers' salary schedule effective the first teacher workday and paid in the same manner as a regular teacher.
- B. The substitute shall have all benefits, as outlined for those substitutes on the sixty-first (61st) day of an assignment, effective the first teacher day and ending the last teacher day of the school year with the following adjustments:
 - 1. 605 Health Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)
 - 2. 606 Life Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)
 - 3. 611 Dental Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)

4. 707 Personal Leave (not pro-rated)
5. 709 Sick Leave (begin accumulation and use on first teacher day)

C. If the substitute teacher resigns prior to completion of 186 days, the following shall apply:

1. The Board paid portion of health and life insurance for the first sixty (60) days shall be owed to the Board.
2. Any payment of personal leave in excess of days due on basis of subtracting the first sixty (60) days and prorating the remainder of days worked is also owed to the Board.
3. Any payment of sick leave charged against days accrued in the first sixty (60) days of the current year shall be refunded to the Board.

The return of a substitute from any leave will be contingent on the availability of that substitute position.

Any substitute teacher who works one hundred twenty (120) days in a given school year and is hired as a regular teacher the following year:

- a. Receives credit for a year of teaching on the salary schedule placement.
- b. Receives no credit towards contract sequence as outlined in #502 Sequence of Contracts Issuance.

Any contract provision not specifically made applicable to substitute teachers (as defined in this article) will not apply to said substitute teachers.

ARTICLE 10
INTERVENTION SPECIALISTS

1001 INTERVENTION SPECIALISTS

Intervention specialists (learning disability, visually impaired, hearing impaired) who work an average of thirty-five (35) hours or more per week for the school year shall be members of the bargaining unit, as will be the Academic Program Monitor. These intervention specialists shall be designated by the administration. Intervention specialists shall be granted the following rights under this contract.

<u>Section</u>	<u>Title</u>
101-105	Negotiations Procedure
201-202	Grievance Procedure
401	Individual Rights
402	Investigation of Complaints
406	Substitute Teachers
407	Classroom Visitations
408	Student Teacher (if fully licensed)
409	Administering Medication
410	Student Hearing
411	Resident Educator Program
503	Individual Contract, Supplemental
504	Personnel Files
602	Supplemental Pay
603	Summer School
604	Payroll Period and Retirement
605	Health Insurance
606	Life Insurance
607	Tax Sheltered Annuities
609	Supplemental Pay for College Credit
610	STRS Pick-Up
611	Dental Insurance
701	Assault Leave
702	Association Leave
703	Court Leave
707	Personal Leave
708	Professional Leave
709	Sick Leave
801	Association Rights
802	Labor-Management Committee
803	Payroll Deductions
1101	Calamity Days
1102	Fair Share Fee

1105 Substance Abuse

Wages

Intervention specialists shall be paid at the following hourly rate:

2013-14 - \$28.00

2014-15 - \$29.00

2015-16 - \$30.00

Payment shall be made for actual hours worked, as scheduled with the administration.

Intervention specialists regularly scheduled to work 35 hours or more per week may elect to take the Board health insurance plan pursuant to Section 605.

Intervention specialists will have three (3) paid holidays – Christmas, Thanksgiving, and New Year's Day.

Contract

All intervention specialist contracts shall be for one year and shall expire at the end of the year, unless notice is given to renew.

Preparation/Conference Time

The schedule for intervention specialists working thirty-five (35) hours or more per week will include 45 minutes of paid preparation/conference time within their workday.

Evaluation

Intervention specialists shall be evaluated annually and a follow-up conference held.

Service Credit

Intervention specialists working thirty-five (35) hours or more per week for a minimum of 120 days per school year will earn one year of service credit per year worked, beginning with the 1996-97 school year. It is understood that a year of service credit for intervention specialist does not equal seniority accrual.

Additional Days

Intervention specialists will be assigned for duty eight additional workdays per year as outlined below.

1. Two parent conference days.
2. One flexible in-service day as outlined in the contract.
3. Five workdays (three before school year, one mid-year, one at end of year).

Intervention specialists will be compensated for two-hour delays, early dismissals, and calamity day time.

Reimbursement will be based on their average daily hours worked.

**ARTICLE 11
MISCELLANEOUS**

1101 CALAMITY DAYS

Teachers must be paid when schools are closed, delayed, or for early release due to epidemic or other public calamity.

1102 FAIR SHARE FEE

A. Implementation

All teachers shall be either members of the MVEA or be required to pay a fair share fee to the MVEA as a condition of continued employment with the Board in accordance with Section 4117.09 (C) of the Ohio Revised Code. Within sixty (60) days following employment, or in the case of current teachers, thirty (30) days following the teacher's termination of membership in the MVEA/OEA/NEA, the Board shall deduct from the pay of each teacher who elects not to become or to remain a member of the MVEA/OEA/NEA, a fair share fee for the MVEA representation of such non-members during the term of this agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the MVEA/OEA/NEA's work in the realm of collective bargaining.

B. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the MVEA/OEA/NEA, shall be transmitted by the MVEA treasurer to the Board on or about October 1 of each year during the term of this agreement for the purpose of determining amounts to be payroll deducted, and the Board shall promptly transmit all amounts deducted to the MVEA.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers:

Payroll deductions of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for teachers employed after December 31, until the first paycheck following the sixty (60) day grace period for newly employed teachers.

2. Upon termination of membership during the membership year

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

D. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each teacher.

E. Rebate Procedure

The MVEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that a procedure for challenging the amount of the fair share fee has been established and will be given to each teacher who does not join the MVEA/OEA/NEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the MVEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the MVEA/OEA/NEA.

G. Indemnification

The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

1103 PUBLISHING THE MASTER CONTRACT

Costs for publishing the Master Contract between the Board and MVEA will be shared, utilizing the printing equipment available, when feasible. If the Master Contract is printed commercially, the costs of printing will be shared equally by the MVEA and the Board.

1104 NEGOTIATED AGREEMENT CLAUSE

This negotiated agreement supersedes and cancels all previous negotiated agreements between the Board of Education and the MVEA and constitutes the Master Contract between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1105 SUBSTANCE ABUSE

In the event a teacher has an alcohol or substance abuse problem which he/she acknowledges and/or which is observed and documented while performing his/her contractual duties, the Board or its designee will recommend that the employee address the problem through medical or other appropriate intervention. The employee will also be advised of the leave(s) of absence available to him/her in order to address his/her condition.

However, the preceding paragraph shall not limit the Board's options to discipline a teacher who is under the influence of alcohol or drugs while performing his/her contractual duties for unacceptable behavior in the same manner as if he/she were not under the influence of drugs or alcohol at the time the unacceptable behavior occurred.

ARTICLE 12
TERM OF AGREEMENT

1200 TERM OF AGREEMENT

This contract shall become effective July 1, 2013, and expire on June 30, 2016.

Exhibit "A-1"

Base \$35,015.96 2013-2014

Years	BA	BA+15	BA+150	MA	MA+15
0	35,015.96 1.00	36,766.76 1.05	38,517.56 1.10	40,268.35 1.15	42,019.15 1.20
1	36,766.76 1.05	38,517.56 1.10	40,268.35 1.15	42,019.15 1.20	43,769.95 1.25
2	38,517.56 1.10	40,268.35 1.15	42,019.15 1.20	43,769.95 1.25	45,520.75 1.30
3	40,268.35 1.15	42,019.15 1.20	43,769.95 1.25	45,520.75 1.30	47,271.55 1.35
4	42,019.15 1.20	43,769.95 1.25	45,520.75 1.30	47,271.55 1.35	49,022.34 1.40
5	43,769.95 1.25	45,520.75 1.30	47,271.55 1.35	49,022.34 1.40	50,773.14 1.45
6	45,520.75 1.30	47,271.55 1.35	49,022.34 1.40	50,773.14 1.45	52,523.94 1.50
7	47,271.55 1.35	49,022.34 1.40	50,773.14 1.45	52,523.94 1.50	54,274.74 1.55
8	49,022.34 1.40	50,773.14 1.45	52,523.94 1.50	54,274.74 1.55	56,025.54 1.60
9	50,773.14 1.45	52,523.94 1.50	54,274.74 1.55	56,025.54 1.60	57,776.33 1.65
10	52,523.94 1.50	54,274.74 1.55	56,025.54 1.60	57,776.33 1.65	59,527.13 1.70
11	54,274.74 1.55	56,025.54 1.60	57,776.33 1.65	59,527.13 1.70	61,277.93 1.75
12	56,025.54 1.60	57,776.33 1.65	59,527.13 1.70	61,277.93 1.75	63,028.73 1.80
13	57,776.33 1.65	59,527.13 1.70	61,277.93 1.75	63,028.73 1.80	64,779.53 1.85
14	58,276.33	60,027.13	61,777.93	64,779.53 1.85	66,530.32 1.90
15	58,776.33	60,527.13	62,277.93	66,530.32 1.90	68,281.12 1.95
16	59,276.33	61,027.13	62,777.93	67,030.32	68,781.12
23	59,276.33	61,027.13	62,777.93	68,030.32	69,781.12
27	60,276.33	62,027.13	63,777.93	69,030.32	70,781.12

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept. of Ed. for recertification and must be earned after the Master's Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

Exhibit "A-2"

Base \$35,628.74 2014-2015

Years	BA	BA+15	BA+150	MA	MA+15
0	35,628.74 1.00	37,410.18 1.05	39,191.61 1.10	40,973.05 1.15	42,754.49 1.20
1	37,410.18 1.05	39,191.61 1.10	40,973.05 1.15	42,754.49 1.20	44,535.93 1.25
2	39,191.61 1.10	40,973.05 1.15	42,754.49 1.20	44,535.93 1.25	46,317.36 1.30
3	40,973.05 1.15	42,754.49 1.20	44,535.93 1.25	46,317.36 1.30	48,098.80 1.35
4	42,754.49 1.20	44,535.93 1.25	46,317.36 1.30	48,098.80 1.35	49,880.24 1.40
5	44,535.93 1.25	46,317.36 1.30	48,098.80 1.35	49,880.24 1.40	51,661.67 1.45
6	46,317.36 1.30	48,098.80 1.35	49,880.24 1.40	51,661.67 1.45	53,443.11 1.50
7	48,098.80 1.35	49,880.24 1.40	51,661.67 1.45	53,443.11 1.50	55,224.55 1.55
8	49,880.24 1.40	51,661.67 1.45	53,443.11 1.50	55,224.55 1.55	57,005.98 1.60
9	51,661.67 1.45	53,443.11 1.50	55,224.55 1.55	57,005.98 1.60	58,787.42 1.65
10	53,443.11 1.50	55,224.55 1.55	57,005.98 1.60	58,787.42 1.65	60,568.86 1.70
11	55,224.55 1.55	57,005.98 1.60	58,787.42 1.65	60,568.86 1.70	62,350.30 1.75
12	57,005.98 1.60	58,787.42 1.65	60,568.86 1.70	62,350.30 1.75	64,131.73 1.80
13	58,787.42 1.65	60,568.86 1.70	62,350.30 1.75	64,131.73 1.80	65,913.17 1.85
14	59,287.42	61,068.86	62,850.30	65,913.17 1.85	67,694.61 1.90
15	59,787.42	61,568.86	63,350.30	67,694.61 1.90	69,476.04 1.95
16	60,287.42	62,068.86	63,850.30	68,194.61	69,976.04
23	60,287.42	62,068.86	63,850.30	69,194.61	70,976.04
27	61,287.42	63,068.86	64,850.30	70,194.61	71,976.04

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept. of Ed. for recertification and must be earned after the Master's Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

Exhibit "A-3"

Base \$36,341.31 2015-2016

Years	EA	EA+15	EA+15.9	MA	MA+15
0	36,341.31 1.00	38,158.38 1.05	39,975.44 1.10	41,792.51 1.15	43,609.57 1.20
1	38,158.38 1.05	39,975.44 1.10	41,792.51 1.15	43,609.57 1.20	45,426.64 1.25
2	39,975.44 1.10	41,792.51 1.15	43,609.57 1.20	45,426.64 1.25	47,243.70 1.30
3	41,792.51 1.15	43,609.57 1.20	45,426.64 1.25	47,243.70 1.30	49,060.77 1.35
4	43,609.57 1.20	45,426.64 1.25	47,243.70 1.30	49,060.77 1.35	50,877.83 1.40
5	45,426.64 1.25	47,243.70 1.30	49,060.77 1.35	50,877.83 1.40	52,694.90 1.45
6	47,243.70 1.30	49,060.77 1.35	50,877.83 1.40	52,694.90 1.45	54,511.97 1.50
7	49,060.77 1.35	50,877.83 1.40	52,694.90 1.45	54,511.97 1.50	56,329.03 1.55
8	50,877.83 1.40	52,694.90 1.45	54,511.97 1.50	56,329.03 1.55	58,146.10 1.60
9	52,694.90 1.45	54,511.97 1.50	56,329.03 1.55	58,146.10 1.60	59,963.16 1.65
10	54,511.97 1.50	56,329.03 1.55	58,146.10 1.60	59,963.16 1.65	61,780.23 1.70
11	56,329.03 1.55	58,146.10 1.60	59,963.16 1.65	61,780.23 1.70	63,597.29 1.75
12	58,146.10 1.60	59,963.16 1.65	61,780.23 1.70	63,597.29 1.75	65,414.36 1.80
13	59,963.16 1.65	61,780.23 1.70	63,597.29 1.75	65,414.36 1.80	67,231.42 1.85
14	60,463.16	62,280.23	64,097.29	67,231.42 1.85	69,048.49 1.90
15	60,963.16	62,780.23	64,597.29	69,048.49 1.90	70,865.55 1.95
16	61,463.16	63,280.23	65,097.29	69,548.49	71,365.55
23	61,463.16	63,280.23	65,097.29	70,548.49	72,365.55
27	62,463.16	64,280.23	66,097.29	71,548.49	73,365.55

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept. of Ed. for recertification and must be earned after the Master's Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

602 SUPPLEMENTAL PAY

A. Co-Curricular Service

1. Teachers are employed under co-curricular/supplemental contracts shall receive remuneration on the following indices of the base salary on the teachers' regular salary schedule.

GROUPS

YRS. EXPER.	I	II	III	IV	V	VI	VII	VIII
20**								
10*								
4	0.20	0.14	0.11	0.08	0.06	0.045	0.035	
3	0.19	0.13	0.10	0.075	0.055	0.04	0.03	
2	0.18	0.12	0.09	0.07	0.05	0.035	0.025	
1	0.17	0.11	0.08	0.065	0.045	0.03	0.02	
0	0.16	0.10	0.07	0.06	0.04	0.025	0.015	0.01

2. All teachers employed by supplemental contract by the Board shall be allowed credit for experience from another district up to a maximum of three (3) years for comparable service, as determined by the superintendent or his/her designee at the time of initial employment.
3. Any coach who moves horizontally on the index because of a different supplemental contract in the same sport shall be granted a maximum of three (3) years experience on the new supplemental contract. Any coach who moves to the right on the index because of a different supplemental contract in the same sport shall be granted the same number of years on the old supplemental contract.

- * Step 10 - Head Coaches earn 2% increase over Step 4.
Step 10 - All others earn 1% increase over Step 4.
- ** Step 20 - Head Coaches earn 2% increase over Step 10.
Step 20 - All others earn 1% increase over Step 10.
- *** To achieve Steps 10 and/or 20, all experience must be in the same sport or activity regardless of assignment (level).

Teachers assigned to the following regular teacher assignments must accept the supplemental contracts listed with them:

Teaching Assignment

High School Orchestra
Middle School Orchestra
High School Vocal Music Teacher
Middle School Vocal Music Teacher
Middle School Band
High School Band
One (1) High School Language Arts
Middle School Technical

Supplemental

Orchestra Director (High School)
Orchestra Director (Middle School)
Choir Director (High School)
Choir Director (Middle School)
Assistant Band Director
Band Director
Jacket Journal
District Technical Leader
(Middle School)

4. GROUPS:

Group I

Assistant Activities Director
Band Director
Head Boys' Basketball Coach
Head Girls' Basketball Coach
Head Football Coach

Group II

Assistant Band Director
Assistant Boys' Basketball Coach
Assistant Girls' Basketball Coach
Assistant Football Coach
Cheerleading Advisor, High School
District Technology Leader
Forum Advisor (if only one director)
Head Baseball Coach
Head Boys' Soccer Coach
Head Girls' Soccer Coach
Head Softball Coach
Head Boys' Track Coach
Head Girls' Track Coach
Head Girls' Volleyball Coach
Head Boys' Volleyball Coach
Head Wrestling Coach
Jacket Journal Advisor
Swim Coach
Weight Room Coordinator

Group III

Assistant Wrestling Coach, High School
Cross Country Coach
Freshman Boys' Basketball Coach
Freshman Girls' Basketball Coach

Freshman Football Coach
Freshman Wrestling Coach
Golf Coach
Boys' Tennis Coach
Girls' Tennis Coach

Group IV

Assistant Baseball Coach
Assistant Cheerleading Advisor, High School
Assistant Cross Country Coach
Assistant Boys' Soccer Coach
Assistant Girls' Soccer Coach
Assistant Softball Coach
Assistant Swim Coach
Assistant Boys' Track Coach
Assistant Girls' Track Coach
Assistant Boys' Volleyball Coach
Assistant Girls' Volleyball Coach
Boys' Basketball Coach, Middle School
Girls' Basketball Coach, Middle School
Cheerleading Advisor, Middle School
Football Coach, Middle School
Forum Advisor, Editorial (if two advisors)
Intramural Coordinator, High School
School Technology Leader
Track Coach, Middle School (4)
Wrestling Coach, Middle School (2)

Group V

Choir Director, High School
Boys' Cross Country – Middle School
Girls' Cross Country – Middle School
Director of School Play (one per year)
Drill Team Advisor
Forum Show Director
Freshman Baseball
Freshman Softball
Girls' Freshman Volleyball
Golf – Middle School, "B" Team High School
In The Know
Junior Class Advisor
Morning Announcement Coordinator, Middle School
National Honor Society
Orchestra Director, Middle School
Orchestra Director, High School
School Forum Advisor, Business (if two advisors)
Senior Class Advisor

Student Council Advisor, High School
Boys' Tennis Assistant
Girls' Tennis Assistant
Vedette Advisor
Video Announcements, High School
Girls' Volleyball Coach, Middle School

Group VI

Art Club Advisor, High School
Assistant to Director of School Play (one per year)
Choir Director, Middle School
Debate Club
English Club Advisor, High School
French Club Advisor, High School
Intramural Coordinator, Middle School
Latin Club Advisor, High School
Middle School Talent Show Advisor
Power of the Pen, Middle School
Science Club Advisor, High School
Ski Club Advisor, High School
Sophomore Class Advisor
Spanish Club Advisor, High School
Student Council Advisor, Middle School

Group VII

Any Intramural Advisor
Bowling Advisor, Middle School
Elementary Student Council Advisor
Flag Corps Director
Peer Mediation
Pep Club Advisor, High School
S.A.D.D. Advisor
Safety Patrol Advisor
Science Fair Advisor, Middle School
Science Fair Advisor, High School
Ski Club Advisor, Middle School

Group VIII

History Day Advisor
Summer Basketball (7-9)
Summer Football (7-9)

- B. Extended Service – Teachers performing supplemental related to their regular teaching duties shall receive remuneration for the extended service at a per diem rate of their regular salary.

- C. Any teacher hired under a supplemental contract to work on curriculum during the summer or on Saturdays during the school year will be paid at the current substitute teacher rate of pay.
- D. Department Heads shall be remunerated at the rate of .009 of the base salary per teacher in the department. Departments: English, Math, Social Studies, Music, Foreign Language, Unified Arts, Special Education, Physical Education, Business, Science, Guidance, Vocational.
- E. Middle School Achievement Coaches will be remunerated at the same rate as High School Department Heads.
- F. If a supplemental contract is to be divided between no more than two employees, the division of duties and responsibilities will be agreed to and set forth in writing between the employees sharing the supplemental and the Activities Director prior to approval by the Board and included as an addendum to the supplemental contract.
- G. If a new program is added that requires a position for which a teacher is issued a supplemental contract the Board of Education shall determine a fair and reasonable supplemental salary for the services performed that school year. This placement shall be open to negotiation at the next regularly scheduled negotiations sessions.
- H. Friday/Saturday School Supervisor shall be paid at the rate of \$20.00 per hour.
- I. Teachers who earn the Senior Professional Educators License will be paid a \$500 annual stipend. Teachers who earn the Lead Professional Educators License will be paid a \$1,000 annual stipend. To earn the stipend a valid Professional Educators License must be in the possession of the district by October 1. The stipend will be paid on the first or second pay after October 1.
- J. The initial supplemental contract will require certification in both CPR and Sports Medicine. Current holders of supplemental contracts will be required only the necessary certification by law.
- K. Athletic coaches may be granted a day of professional leave for each sport they coach.
- L. Payment for the performance of supplemental/co-curricular duties shall be made the first pay after the following dates for the following duties:

Fall Sports – Three (3) payments after September 1, October 1, and November 20 **

Winter Sports – Three (3) payments after December 15, January 15, and March 1 **

Spring Sports – Three (3) payments after April 1, May 1, and June 1 **

Cheerleader Advisor – First half paid after November 20; second half after March 1 **

Payment for all other clubs and other year-long supplementals will be divided equally among the bi-weekly pays.

** Final payment for each duty will be paid only with authorization from the Activities Director/Principal or other direct supervisor that indicates that all equipment has been checked in (if applicable) and that all documentation, cash deposits, and any other items that are required to be completed at the end of the season/year have been successfully submitted.

- M. Coaches whose season is extended beyond District competition will be remunerated at the rate of .03 per week of their coaching pay for a maximum of two (2) weeks.

The athletic trainer will be compensated at the following schedule:

Step	0	1	2	3
	.30	.33	.36	.42

High School Cheerleading Advisor, Assistant Cheerleading Advisor and Middle School Cheerleading Advisor will be paid one-half (1/2) of the supplemental after November 20 and one-half (1/2) after March 1. The contract covers both football and basketball seasons.

- N. Achievement and Boost intervention specialists will be paid the hourly pay for Intervention specialists.

Supplemental contract provided by access to grant funding will be the amount stipulated in the grant.

O. EVALUATION OF SUPPLEMENTALS

All teachers who are on supplemental contracts will be evaluated annually, but said evaluations are not subject to 301.

- P. Teachers that provide a Best Practice In-service to staff will receive remuneration in the form of a \$50 stipend or \$75 for supplies for his/her classroom. The teacher or teachers should designate the type of compensation they prefer when they submit their plan for presentation to the Superintendent or Superintendent Designee. All

Best Practices must be approved by the Superintendent and his/her designee before advertisement of said Best Practice.

Exhibit "C"

HEALTH INSURANCE

- Effective July 1, 2013, teachers shall pay twenty percent (20%) of the monthly Medical and Prescription Drug premium for single and family coverage, and the Board shall pay eighty percent (80%) of the Medical and Prescription Drug premium. Effective July 1, 2014, teachers shall pay fifteen percent (15%) of the monthly Medical and Prescription Drug premium for single and family coverage, and the Board shall pay eighty-five percent (85%) of the Medical and Prescription Drug premium.
- Effective July 1, 2012, teachers shall pay fifteen percent (15%) of the monthly Dental premium for single and family coverage, and the Board shall pay eighty-five percent (85%) of the Dental premium.
- *1 • Any current teacher and spouse who are both current married employees of Mount Vernon Schools (as of July 1, 2013) and are both eligible for Board-supported health insurance coverage, the Board will pay the entire premium ~~for a family plan.~~

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- If no dependent children are covered under the plan, both employees will be enrolled in a single plan and pay the appropriate employee contribution.
- If dependent children are covered under the plan, both employees will be enrolled in one family plan. One employee will be enrolled as the employee "subscriber" and will pay the appropriate employee contribution. The other employee will be enrolled as a dependent spouse. (Employee to choose who will be considered the subscriber and dependent spouse.)
- Effective July 1, 2012, the following changes will apply to the medical and prescription drug plans [*The Insurance Certificates of Coverage shall be included herein by reference*]:
 - Increase deductible to \$750 single/\$1,500 family in-network; \$1,500 single/\$3,000 family out-of-network
 - Remove fourth quarter deductible carryover – *each calendar year, the deductible will start over regardless of when a member paid their deductible.*
 - Exclude Cross Accumulation between Network and Non-Network Deductibles and Coinsurance
 - Increase coinsurance maximum to \$1,250 single/\$2,500 family in-network; \$2,500 single/\$5,000 family out-of-network
 - Increase out-of-pocket maximum (*deductible + coinsurance maximum*) to \$2,000 single/\$4,000 family in-network; \$4,000 single/\$8,000 family out-of-network

- Increase office visit copay to \$30
- Add \$30 Urgent Care copay (*currently subject to deductible & coinsurance*)
- Add Emergency Room copay (*currently subject to deductible & coinsurance*)
 - Emergency Use of an Emergency Room - \$150 copay, then 100% for in-network and out-of-network
 - Non-Emergency Use of an Emergency Room - \$300 copay, then 80% in-network; \$300 copay, then 60% out-of-network
- Add Formulary Prescription Drug Plan
 - Retain (30 Days): \$10 Generic/\$25 Formulary/\$40 Non-Formulary
 - Mail Order (90 Days): \$20 Generic/\$50 Formulary/\$80 Non-Formulary
- Add Prescription Drug Coverage Management Programs
- Due to Health Care Reform, making the above plan changes will cause the District to lose grandfather status. Therefore, the following enhancements are required for preventive benefits received by a network provider only:
 - Routine Physical exam – covered at 100%; no copay. Services received by an out-of-network provider are not covered.
 - Routine OB-GYN exam – payable at 100%; no copay
 - Well-Child Care exam – payable at 100%; no copay
 - Routine Pap test – payable at 100%
 - Routine Mammogram – payable at 100%
 - Additional vaccines, immunizations, screenings & tests for diseases as listed on the U.S. Preventive Task Force A & B listing payable at 100%. Services received by an out-of-network provider are not covered.

Exhibit "D"

REQUIREMENTS FOR CONTINUING CONTRACT STATUS

The following provides general information regarding the requirements for being awarded a continuing contract. Please refer to your local association's collective bargaining agreement for specific procedures regarding notification and timelines.

These requirements apply only to teachers who receive their initial certificate or license before January 1, 2011.

To be eligible, upon reemployment, for a continuing contract effective at the start of the next school year, a teacher must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which a teacher receives consideration for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the school district for at least three (3) of the last five (5) school years.

If the teacher has previously attained continuing contract status in another Ohio public school district, the teacher must have served at least two (2) years in the current school district.

For this purpose, a "year" means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential Requirement

1. Hold a valid professional, permanent, or life teacher's certificate issued by the Ohio Department of Education; or
2. Hold a valid professional (5-year) educator license or a senior or lead professional license issued by the Ohio Department of Education.

C. Coursework Requirement

1. If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

2. If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:
 - a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate/educator license, thirty (30) semester hours of relevant coursework must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules;
 - b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate/educator license, six (6) semester hours of relevant graduate coursework field must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules.

Commitment Statements
Mount Vernon City BOE
and
Mount Vernon Education Association

1. Teacher Evaluation: In recognition of the many changes made and those likely to come in the teacher evaluation process as well as its importance to all stakeholders, the MVEA and MVBOE agree to engage in dialogue with their respective representatives and the Teacher Evaluation Committee in regard to the implementation of the new process and its ensuing developments. In addition to the active dialogue, the organizations will consider the use of the memorandum of understanding (MOU) to modify the CBA if and when it is deemed necessary.
2. Class Size and Composition: The methods and manner utilized by the MVCS administration to determine class size and composition will be transparent and as fair as possible to teachers. Concerns and issues arising over class size and composition may be addressed at the building level as well as by the Labor Management Committee.
3. Building Time Schedules: The parties agree to be open to discussion of the currently established building time schedules, structure/scheduling of the day, and teacher workdays and to consider potential changes thereunto.

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